



# City of Killeen

## Agenda

### City Council

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Tuesday, January 30, 2024

5:00 PM

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

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#### Call to Order and Roll Call

<input type="checkbox"/> Debbie Nash-King, Mayor	<input type="checkbox"/> Jessica Gonzalez
<input type="checkbox"/> Ramon Alvarez	<input type="checkbox"/> Jose Segarra
<input type="checkbox"/> Michael Boyd	<input type="checkbox"/> Joseph Solomon
<input type="checkbox"/> Nina Cobb	<input type="checkbox"/> Riakos Adams

#### Invocation

#### Pledge of Allegiance

#### Approval of Agenda

#### Presentations

1. [PR-24-004](#) Killeen Star Award
2. [PR-24-005](#) Presentation regarding the Central Texas State Veterans Cemetery
3. [PR-24-006](#) Receive a presentation regarding WCID #1 Water System Improvements

#### Citizen Comments on Agenda Items

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one (1) time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.*

#### Consent Agenda

4. [RS-24-015](#) Consider a memorandum/resolution authorizing the award of Bid No. 24-16, Street Construction Materials, in an amount not to exceed \$700,000 citywide for FY 2024.  
**Attachments:** [Agreements](#)  
[Bid Tabulation](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
5. [RS-24-016](#) Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement for the development of the 2024 Water and Wastewater Master Plan in the amount of \$251,445.  
**Attachments:** [Agreement](#)  
[Contract Verification Form](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
6. [RS-24-017](#) Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District and the Tax Appraisal District of Bell County.  
**Attachments:** [Contracts](#)  
[Presentation](#)
7. [RS-24-018](#) Consider a memorandum/resolution confirming the City Auditor's annual evaluation and pay increase.  
**Attachments:** [Evaluation](#)
8. [OR-24-001](#) Consider an ordinance calling the May 4, 2024 General Election to elect a Mayor and three Councilmembers-at-Large.  
**Attachments:** [Ordinance](#)  
[Order of General Election for Municipalities](#)  
[Presentation](#)

### Public Hearings

9. [PH-24-002](#) HOLD a public hearing and consider an ordinance amending the FY 2024 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.  
**Attachments:** [Ordinance](#)  
[Presentation](#)

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on January 26, 2024.*

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*Laura J. Calcote, 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 254-501-7717, City Secretary'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.*

- Saratoga Homes Grand Opening - Levy Crossing, January 26, 2024, 1:00 p.m., 818 Waylon Circle*
- State of the Region featuring Judge David Blackburn and Mayor Nash-King, January 31, 2024, 11:30 a.m., Charis Church*
- Station 42 Grand Opening and Ribbon Cutting, February 1, 2024, 10:00 a.m., 801 S W.S. Young*
- Black History Month Celebration, February 6, 2024, 4:00 p.m., City Council Chambers, 101 N. College St.*
- Military Relations Council featuring Major General Kevin D. Admiral, February 8, 2024, 11:30 a.m., Texas A&M University Central Texas*
- City of Killeen Employee Service Awards, February 14, 2024, 12:30 p.m., Killeen Civic and Conference Center*

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



# City of Killeen

## Staff Report

File Number: PR-24-004

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Killeen Star Award



# City of Killeen

## Staff Report

File Number: PR-24-005

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Presentation regarding the Central Texas State Veterans Cemetery



# City of Killeen

## Staff Report

File Number: PR-24-006

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Receive a presentation regarding WCID #1 Water System Improvements



# City of Killeen

## Staff Report

File Number: RS-24-015

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1	City Council Workshop	01/23/2024	reviewed and referred	City Council	01/30/2024
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Consider a memorandum/resolution authorizing the award of Bid No. 24-16, Street Construction Materials, in an amount not to exceed \$700,000 citywide for FY 2024.

**DATE:** January 23, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Steve Kana, Interim Executive Director of Public Works

**SUBJECT:** Authorize the award of Bid No. 24-16, Street Construction Materials to selected vendors

### **BACKGROUND AND FINDINGS:**

The City solicits street construction material bids on an annual basis in order to procure materials needed for maintenance projects. Materials from these bids are utilized by various departments and divisions throughout the City of Killeen on construction projects, repair of roadways, parking areas, water mains, etc.

On December 06, 2023, bids were opened and read aloud for the City's procurement of the annual requirements of Street Construction Materials. The City's previous Street Construction Materials contract will expire January 13, 2024. The total purchase of materials will not exceed \$700,000 City-wide in FY 2024 and will be based on the approved budget and will be subject to City Council approval.

Five (5) vendors submitted bids: Centerline Supply, Crafc0, Inc., D.I.J. Construction, Inc., Killeen Crushed Stone, and Texas Materials Group. Bidders were instructed to bid items based upon estimated annual need per item and per item amounts.

Transportation, along with Purchasing, evaluated each bid's conformance with the bid information and instructions. Each bidder is ranked in accordance with the best value procedures and represents the best value to the City taking into consideration the qualifications, references, and cost of the Bidder, in accordance with the Bid General Terms and Conditions. The bid tab attached shows pricing as received from all vendors.

Due to fluctuating market conditions of the materials, the bid solicitation requires that the bidder's prices remain firm during the entire twelve (12) month contract. The contract term shall be a one (1) year period. After the exhaustion of the entire contract term, the City may request up to an

additional sixty (60) days to advertise and award a new bid for such items without pricing adjustments.

**THE ALTERNATIVES CONSIDERED:**

1. Reject all bids and make purchases on a “per order / project” basis;
2. Authorize award of Bid No. 24-16, Street Construction Materials, to selected vendors, in an amount not to exceed \$700,000 citywide in FY 2024.

**Which alternative is recommended? Why?**

Alternative two (2) is recommended; Authorize award of Bid No. 24-16, Street Construction Materials, to selected vendors, in an amount not to exceed \$700,000 citywide in FY 2024. This will allow the City to obtain services for the maintenance of streets and other critical infrastructure.

**CONFORMITY TO CITY POLICY:**

Per Purchasing Policy, purchase of \$50,000 or more by State law triggers the competitive procurement process. The ITB uses the competitive sealed bid method. Requirements are clearly defined, negotiations are not necessary, and best value methods are the major determining factor for selection.

**FINANCIAL IMPACT:**

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

Projected expenditures are utilized for the City to obtain the best rate per unit pricing covering multiple City Departments and fiscal years. Actual costs per fiscal year for each department may significantly be lower and will not exceed departmental budgets. The final fiscal impact will be based upon the allocated budget and workload for the year. Future expenditures will be based on the approved budget. The total will not exceed \$700,000 City-wide for FY 2024.

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

The purchases will occur on an individual basis under terms of the contract as projects are scheduled.

**Is this expenditure budgeted?**

Yes, funds are available in the following funds, departments and accounts: General Fund - Parks Department accounts 010-3025-425.41-65 and 010-3025-425.42-90; General Fund - Public Works Department account 010-3445-434.42-06; Street Maintenance Fund - Public Works Department account 234-3445-434.42-65; Solid Waste Fund - Public Works Department account 540-3475-439.42-06; Water and Sewer Fund - Public Works Department accounts 550-3410-436.42-65 and 550-3415-437.42-65; and Drainage Utility Fund - Public Works Department accounts 575-3445-434.42-06 and 575-3448-434.42-06.

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

N/A

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

Yes

**RECOMMENDATION:**

City Council authorize the award of Bid 24-16 Street Construction Materials to selected vendors in an amount not to exceed \$700,000 City-wide in FY 2024; authorize the City Manager, or designee, to execute a contract; and furthermore, execute any and all change orders within the amounts set by State and Local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Finance  
Purchasing  
Public Works

**ATTACHED SUPPORTING DOCUMENTS:**

Agreements  
Bid Tabulation  
Certificate of Interested Parties  
Presentation

## LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials (“Agreement”), is entered into by and between the City of Killeen (“City”) and Centerline Supply (“Contractor”); collectively, the “Parties”.

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the “Project”):

**Glass Traffic Beads, FOB Plant**, estimated quantity **2,500** pounds at **\$4.35** per pound.

**Glass Traffic Beads, FOB Destination**, estimated quantity **2,500** pounds at **\$4.355** per pound.

### Glass Traffic Beads

All traffic beads must meet the TXDOT (Texas Department of Transportation) requirements. These are based on Item # 666 Reflective Pavement Markings and TXDOT Material Specifications DMS-8290. Per referenced Bid 24-16, Street Construction Materials - Specifications

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase all material from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after one (1) year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City’s current revenues only as appropriated by the City’s governing body for the current fiscal year.

Most-Favored Nation. If during any term of this Agreement, should Contractor enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, Contractor agrees to modify this contract to include such more favorable rates.

Additional Funding Availability. Project may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full

compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

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

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

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

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

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

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

\_\_\_\_\_  
Kent Cagle

\_\_\_\_\_  
Date

City Manager



\_\_\_\_\_  
Name: Carrie Vanderpool

\_\_\_\_\_  
Date 12/21/2023

Title Government Sales Manager

## LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Crafc0, Inc. ("Contractor"); collectively, the "Parties".

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project"):

**Crafc0 Polyflex III**, estimated quantity **100,000** pounds at **\$0.735** per pound.

Crackseal Polyflex III

Material shall be Polyflex III as specified by Crafc0 Incorporated material and shall be delivered within seven (7) business days of order placement. Per referenced Bid 24-16, Street Construction Materials - Specifications

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase all material from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after one (1) year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Most-Favored Nation. If during any term of this Agreement, should Contractor enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, Contractor agrees to modify this contract to include such more favorable rates.

Additional Funding Availability. Project may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

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

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

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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



## LETTER OF AGREEMENT

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the “Project”):

**Thermoplastic - White** estimated quantity of **30,000** pounds at **\$0.80** per pound

**Thermoplastic - Yellow** estimated quantity of **15,000** pounds at **\$0.80** per pound

**Thermoplastic - Black** estimated quantity of **8,000** pounds at **\$0.80** per pound

### Thermoplastic Material

Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specification D-9-8200 **WHITE** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Specification Alkaloid Granular thermoplastic conforming to Texas Department of Transportation specification item 666.2 Type I Marking Materials Specification D-9-8200 **YELLOW** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specifications D-9-8200 **BLACK** in color. Material shall be delivered within ten (10) business days of order placement.

Per referenced Bid 24-16, Street Construction Materials - Specifications

Per Contractor – delivery within ten (10) days of award with Stipulation of four (4) ton minimum order for delivery, if less than four (4) tons is to be purchased at a time it will be the City’s responsibility to pick up from manufacturers location in Bertram Texas, materials must be purchased in one (1) ton increments

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase all material from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after one (1) year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
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Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

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

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

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

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

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

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

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- Texas Government Code, Chapter 2274 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

**City**

**Contractor**

Kent Cagle

Date

City Manager

**Kellen Floyd**

Digitally signed by Kellen Floyd  
Date: 2023.12.20 13:55:19 -06'00'

Name:

Date

Title COO

## LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Killeen Crushed Stone ("Contractor"); collectively, the "Parties".

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project"):

Concrete 3,000 PSI estimated quantity 3,500 cubic yards at \$160.00 per cubic yard  
Concrete 3,000 PSI plus 2% Calcium estimated quantity of 500 cubic yards at \$180.00 per cubic yard  
Concrete 4,000 PSI estimated quantity 325 cubic yards at \$180.00 per cubic yard  
Concrete 4,000 PSI plus 2% Calcium estimated quantity of 250 cubic yards at \$200.00 per cubic yard  
8 Sac Grout estimated quantity of 250 cubic yards at \$220.00 per cubic yard  
Bedding Material 3/8"F, FOB Plant estimated quantity 1,000 tons at \$16.50 per ton  
Bedding Material 3/8"F, FOB Destination estimated quantity of 1,000 tons at \$23.00 per ton  
Bedding Material 1/2"D, FOB Plant estimated quantity 1,000 tons at \$18.00 per ton  
Bedding Material 1/2"D, FOB Destination estimated quantity of 1,000 tons at \$24.50 per ton  
Bedding Material 1"D, FOB Plant estimated quantity 1,000 tons at \$18.00 per ton  
Bedding Material 1"D, FOB Destination estimated quantity of 1,000 tons at \$24.50 per ton  
Quality Sandy Loam, FOB Plant, estimated quantity of 4,000 tons at \$20.00 per ton  
Quality Sandy Loam, FOB Destination, estimated quantity of 10,000 tons at \$20.00 per ton  
Base Material, FOB Plant, estimated quantity of 9,800 tons at \$12.00 per ton  
Base Material, FOB Destination, estimated quantity of 13,000 tons at \$18.50 per ton  
Rip Rap 18-24", FOB Plant estimated quantity 1,000 tons at \$30.00 per ton  
Rip Rap 18-24", FOB Destination estimated quantity of 1,500 tons at \$36.50 per ton  
Rip Rap 12-18", FOB Plant estimated quantity 1,000 tons at \$30.00 per ton  
Rip Rap 12-18", FOB Destination estimated quantity of 1,500 tons at \$36.50 per ton  
Rip Rap 8-12", FOB Plant estimated quantity 500 tons at \$30.00 per ton  
Rip Rap 8-12", FOB Destination estimated quantity of 500 tons at \$36.50 per ton  
Rip Rap 3-5", FOB Plant estimated quantity 1,500 tons at \$30.00 per ton  
Rip Rap 3-5", FOB Destination estimated quantity of 5,500 tons at \$36.50 per ton  
Crusher Fines, FOB Plant estimated quantity 2,500 tons at \$8.00 per ton  
Crusher Fines, FOB Destination estimated quantity of 2,500 tons at \$14.50 per ton  
M-Sand, FOB Plant estimated quantity 2,500 pounds at \$10.00 per pound  
M-Sand, FOB Destination estimated quantity of 2,500 pounds at \$16.50 per pound

### Concrete

Concrete shall be Texas Department of Transportation Item 421 Class A (minimum 5-sack) with minimum compressive strength (3,000 or 4,000 PSI at 28 days). Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$150.00/hour, including any partial hour, will be assessed.

### 8 Sack Grout

Orders will typically be placed in association with the placement of curb & gutter. Delivery will be within 1 hour of order placement. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$250.00/hour, including any partial hour, will be assessed.

Bedding Material shall be of Limestone, River Rock, or Granite. All bedding shall be well blended mix. Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Quality Sandy Loam Plant / Destination

Screened Sandy Loam/Topsoil shall consist of natural friable surface soil without admixture of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free of roots, hard clay, coarse gravel, rock fragments, and stones larger than ¼ inch. This material will be used on the surface of public grounds, so the proper appearance is critical. Rock fragments of less than ¼ inch in diameter should comprise no more than 5% of the soil volume. Sandy Loam/Topsoil shall be free of any aggregate larger than ¼ inch or larger. Screened Sandy Loam / Top Soil shall consist of no more than 10% - 15% sand or mixture of sand. Screened Sandy Loam must contain no less than 3%, or more than 20% organic material or Humus.

Delivery shall be within one (1) hour of the time agreed upon during order placement. Late deliveries shall be charged back to the vendor at the rate of \$50.00 per hour after the first hour.

Base Material Plant/Destination

The Base Material shall be crushed limestone base material, as specified by the State of Texas Department of Transportation Item 247, Type A, Grade 2, or better. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Delivery shall be made using bobtail trucks. The configuration of the City stockpile area will not accommodate 18-wheel tractor trailers with end dumps or lowboy trailers.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Rip Rap 3-24", Plant/Destination

Rip Rap Rock shall be of Edward Limestone and shall be 3-24 inches in diameter. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Rip Rap Rock pick up shall be available by 8:00am on the same day of order placement unless otherwise specified by the City. Orders placed by 12:1pm for delivery by 8:00am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Crusher Fines

Crusher Fines shall be as follows: Aggregate: Crushed stone shall consist of inert materials that are hard, durable, with stone free from surface coatings and deleterious materials. R-Value minimum of 70 determined by ASTM D 2488 Methodology (R-value is a measure of wear resistance). Sand Equivalent: - an engineering measurement of the proportion of sand to silt and clay will stay at a range of 30-55, as determined by ASTM D 2419 methodology

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

M-Sand (Manufactured Sand)

M-Sand (Manufactured Sand) shall be as follows: Substitute for river sand, crushed hard granite stone / Limestone Rock, cubical shaped with grounded edges, washed, and graded. Particles generally range in size from 1/8" to fine powder or less than 4.75mm

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Per referenced Bid 24-16, Street Construction Materials - Specifications

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase all material from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after one (1) year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Most-Favored Nation. If during any term of this Agreement, should Contractor enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, Contractor agrees to modify this contract to include such more favorable rates.

Additional Funding Availability. Project may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor does not permit other governmental entities the ability to purchase pursuant to this Agreement.

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

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are

encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

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

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

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time

employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Government Code Chapter 809.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

\_\_\_\_\_

Kent Cagle

\_\_\_\_\_

Date

City Manager

 12-23-23

Name: \_\_\_\_\_ Date

Title GM

## LETTER OF AGREEMENT

This Letter of Agreement, for the purchase of materials (“Agreement”), is entered into by and between the City of Killeen (“City”) and Texas Materials Group, Inc. (“Contractor”); collectively, the “Parties”.

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the “Project”):

**Type D Asphalt, FOB Plant** estimated quantity 25,000 tons at \$100.00 per ton  
**Type C Asphalt, FOB Plant** estimated quantity of 1,500 tons at \$100.00 per ton  
**Cold Mix Asphalt, FOB Plant** estimated quantity 2,500 tons at \$100.00 per ton  
**Cold Mix Asphalt, FOB Destination** estimated quantity of 2,500 tons at \$140.00 per ton

### Cold Mix Asphalt

Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall be delivered within five (5) business days of order placement. Per referenced Bid 24-16, Street Construction Materials - Specifications

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase all material from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after one (1) year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

Consideration. City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City’s current revenues only as appropriated by the City’s governing body for the current fiscal year.

Most-Favored Nation. If during any term of this Agreement, should Contractor enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, Contractor agrees to modify this contract to include such more favorable rates.

Additional Funding Availability. Project may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Cooperative Governmental Purchasing Notice. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the Contractor and be responsible for ensuring full

compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits other governmental entities the ability to purchase pursuant to this Agreement.

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

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

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
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Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing Contractor agrees with the following provisions:

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

**City**

**Contractor**

Kent Cagle

Date

City Manager

Adam Newsom

Digitally signed by Adam Newsom  
DN: cn=Adam Newsom, o=City of Killeen, ou=City of Killeen, email=adam.newsom@cityofkilleen.com, c=TX

Name:

Date

Title

Area Manager

## Delegation of Financial Approval Authority

The delegator named below hereby delegates to the person named below ("Agent") approved authority with respect to the Category(ies) set forth below. The delegated authority entitles the Agent to act in the name and on behalf of OMG, its sectors, divisions, companies and subsidiaries in respect of the Lines of Business named below with respect to the Category(ies), but only up to and including the dollar limit, if applicable, imposed on the Agent with respect to each Category.

The Agent is authorized (i) to legally commit or obligate the Division to any transaction with consequences financial or otherwise, including without limitation capital and operation expenditures pertaining to the Category(ies) listed below and (ii) to approve payments for commitments or obligations of the type described in such Category(ies).

The Agent is also hereby authorized to redelegate this authority in an amount not exceeding the maximum level of such Agents authority for the Category in respect of which authority is delegated provided, the appropriate block is marked below indicating the Agent is a delegator. Any delegation of authority by such delegator may, when necessary or advisable, be made a power of attorney or otherwise, provided such delegator furnishes a copy of such delegation to the OMG CFO, and if such authority is not delegated by completion of a form substantially the same as this form, then the General Counsel.

The authority hereby delegated shall become effective Immediately upon receipt of this form by the specific entity's Accounting Department, to the attention of the applicable CFO/Controller, and the Agent shall be authorized to act hereunder from the date hereof (a), if such person is an employee of OMG only so long as such person shall remain an employee of OMG or (b) until an express termination date or (c) until such time as this instrument has been revoked annulled and set aside by OMG or by an instrument or revocation signed by the entity President, or the Delegator, whichever may first occur.

<b>Agent's Name:</b> <input style="width: 90%;" type="text" value="Adam Newsom"/>	<b>Delegator's Name:</b> <input style="width: 90%;" type="text" value="Robert Checkley"/>
<b>Agent's Employee #:</b> <input style="width: 80%;" type="text" value="636950"/>	<b>Delegator's Employee #:</b> <input style="width: 80%;" type="text" value="973"/>
<b>Agent's Position:</b> <input style="width: 95%;" type="text" value="Area Manager - Waco/Belton/Temple/K"/>	<b>Delegator's Position:</b> <input style="width: 95%;" type="text" value="Austin/Waco Area Manager"/>
<b>May Agent redelegate this authority?</b> <input style="width: 80%;" type="text" value="No"/>	<b>Date Approved:</b> <input style="width: 80%;" type="text"/>
<b>Agent's Company Mailing Address:</b> <input style="width: 95%; height: 40px;" type="text" value="Texas Materials Group, Inc.&lt;br/&gt;1320 Arrow Point Dr, Ste 600&lt;br/&gt;Cedar Park, TX 78613"/>	
<b>Company:</b> <input style="width: 90%;" type="text" value="Texas Materials"/>	
<b>Line of Business:</b> <input style="width: 95%;" type="text"/>	
<b>Agent's Signature:</b> <input style="width: 95%; height: 30px;" type="text" value="Adam Newsom"/>	<b>Delegator's Signature:</b> <input style="width: 95%; height: 30px;" type="text"/>
<b>Agent's Initials:</b> <input style="width: 80%; height: 20px;" type="text" value="AN"/>	<b>Date:</b> <input style="width: 80%; height: 20px;" type="text"/>

Category	US Dollar Limit
Other	
Purchasing Limits	\$1,000,000
Reimbursements	\$15,000
Construction Contracts	\$5,000,000
Construction Bids	\$5,000,000
Sales Pricing Quotes	\$2,000,000
Sales Pricing Unit Price - Lowest	
Sales Pricing Unit Price - Highest	
Litigation	
Credit	
Tax	
Employee Cost	
Employee Loans	
Payroll	
Insurance	
PROACTIS	\$200,000

ACTION BY WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
**TEXAS MATERIALS GROUP, INC.**

The undersigned, being all of the members of the Board of Directors of Texas Materials Group, Inc., a Delaware corporation (the “*Corporation*”), do hereby, pursuant to applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

**I. ELECTION OF OFFICERS**

**RESOLVED**, that effective September 26, 2023, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “*Officer*” and collectively, the “*Officers*”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Aaron Price	President
Martin Merx	Secretary/Treasurer
Derek Angel	Vice President/Assistant Secretary
Kal A. Kincaid	Vice President/Assistant Secretary
John Shogren	Vice President/Assistant Secretary
Mike Brown	Vice President/Assistant Secretary
Rodney McCarn	Vice President/Assistant Secretary
Wayne Sweet	Vice President/Assistant Secretary
David M. Toolan	Admin. Vice President/Assistant Secretary
Robert Banks	Assistant Secretary
Kristin Davis	Assistant Secretary
Adam Newsome	GM of Waco
Jose Armenta	GM of Crushed Concrete
Robert Checkley	GM of Central - North

**FURTHER RESOLVED**, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

**FURTHER RESOLVED**, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Jessica Aldrich	Assistant Secretary/Assistant Treasurer
Derek Schluterman	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Tim George	Assistant Secretary
William P. Jones	Assistant Secretary
David C. Lewis	Assistant Secretary
Robin Jennings	Assistant Secretary

## II. APPOINTMENT OF AUTHORIZED EMPLOYEES

**RESOLVED**, that effective September 26, 2023 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Robert Brown	Kaylon Page
Melissa Willis	Robert Checkley
James A. Connor	Ron Stinson
Dean Donnellan	Stephen Koonce
Lance Phillips	Larry Martin
David Reese	Ben Liggett
Scott Blanchard	Donald Blackburn
Angela Kvarme	TJ Brown
Lisa Roberts	Derek Schluterman
Tom Hershberger	Sam Davis
Kelly Andrews	Kevin Guy
Phillip King	Linda Lancaster
Ben Wibbenmeyer	Kyle Lewis
Keith Pierson	Jacob Trim
Chris Michael	Dean W. Buchanan
Bobby Daggett	Jason (Thad) Traverse
Johnathan Murphy	Troy Rakes
Jake Kilgore	Geno Carrier IV
Eugene Carrier	Clint Teutsch
David Moore	Jared Dean
Nicholas Bockoven	

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

### III. AUTHORIZATION OF TRADE NAMES

**RESOLVED**, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**East Texas Asphalt, A CRH Company**  
**Gulf Coast, A CRH company**  
**Moore Brothers Construction, A CRH Company**  
**Texas Bit, A CRH company**  
**Texas Concrete, A CRH company**  
**Texas Materials, A CRH company**

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

### IV. MISCELLANEOUS

**RESOLVED**, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

**FURTHER RESOLVED**, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

**FURTHER RESOLVED**, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:  
  
6DBD0A4A9D404EA...  
John J. Keating

DocuSigned by:  
  
F877D38C11274ED...  
Aaron Price

Bid 24-16 Street Construction Materials and Services		Centerline Supplies	Crafco	DLJ	Killeen Crushed Stone	Texas Materials Group Inc
CONCRETE, 3,000 PSI	3,500 C.Y.				\$160.00	
CONCRETE, 3,000 PSI PLUS 2% CALCIUM	500 C.Y.				\$180.00	
CONCRETE, 4,000 PSI	325 C.Y.				\$180.00	
CONCRETE, 4,000 PSI PLUS 2% CALCIUM	250 C.Y.				\$200.00	
8 SAC GROUT	250 C.Y.				\$220.00	
BEDDING MATERIAL 3/8" F FOB PLANT FOB DESTINATION	1,000 TONS 1,000 TONS				16.50 23.00	
BEDDING MATERIAL 1/2" D FOB PLANT FOB DESTINATION	1,000 TONS 1,000 TONS				18.00 24.50	
BEDDING MATERIAL 1" D FOB PLANT FOB DESTINATION	1,000 TONS 1,000 TONS				18.00 24.50	
THERMOPLASTIC - WHITE	30,000 LBS.	\$0.90		\$0.80		
THERMOPLASTIC - YELLOW	15,000 LBS.	\$0.90		\$0.80		
THERMOPLASTIC - BLACK	8,000 LBS	\$1.05		\$0.80		
CRACK SEAL MATERIAL - POLYFLEX III	100,000 LBS.		\$0.735			
TYPE D ASPHALT FOB PLANT	25,000 TONS					\$100.00
TYPE C ASPHALT FOB PLANT	1,500 TONS					\$100.00

<b>Bid 24-16 Street Construction Materials and Services</b>						
COLD MIX ASPHALT FOB PLANT	2,500 TONS					\$100.00
COLD MIX ASPHALT FOB DESTINATION	2,500 TONS					\$140.00
QUALITY SANDY LOAM TOPSOIL FOB PLANT	4,000 TONS				20.00	
FOB DESTINATION	10,000 TONS				20.00	
BASE MATERIAL FOB PLANT	9,800 TONS				12.00	
FOB DESTINATION	13,000 TONS				18.50	
RIP RAP 18-24 INCH FOB PLANT	1,000 TONS				30.00	
FOB DESTINATION	1,500 TONS				36.50	
RIP RACK 12-18 INCH FOB PLANT	1,000 TONS				30.00	
FOB DESTINATION	1,500 TONS				36.50	
RIP RAP 8-12 INCH MEDIUM FOB PLANT	500 TONS				30.00	
FOB DESTINATION	500 TONS				36.50	
RIP RAP 3-5 INCH FOB PLANT	1,500 TONS				30.00	
FOB DESTINATION	5,500 TONS				36.50	
GLASS TRAFFIC BEADS FOB PLANT	2,500 LBS	4.35				
FOB DESTINATION	2,500 LBS	4.35				
CRUSHER FINES FOB PLANT	2,500 TONS				8.00	
FOB DESTINATION	2,500 TONS				14.50	
M-SAND (MANUFACTURED SAND) FOB PLANT	2,500 LBS				10.00	
FOB DESTINATION	2,500 LBS				16.50	
NOTES / COMMENTS		14 days after award - Austin Plant	7 days after award Naples Plant	10 days after award Stipulation - 4 ton minimum order for delivery, if less than 4 tons is to be purchased at a time it will be COK responsibility to pick up from manufacturers location in Bertram TX. Materials mustbe purchased in 1 ton increments	same day	1 day after award

# 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:  
2023-1106518

Date Filed:  
12/21/2023

Date Acknowledged:

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

Centerline Supply Inc.  
Grand Prairie, 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.**

BID 24-16  
Glass Beads

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Richmond, Shane	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SHANE RICHMOND, and my date of birth is 9/23/79.

My address is 530 SSSSE ST (street), GRAND PRAIRIE, TX (city), 75051 (state), USA (zip code), USA (country)

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

Executed in DALLAS County, State of TEXAS, on the 21<sup>st</sup> day of DEC, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-1100039

Date Filed:  
12/04/2023

Date Acknowledged:

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

Crafco, Inc.  
Chandler, AZ United States

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

City of Killeen, Texas

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

24-16  
Street Construction Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ergon, Inc.	Jackson, MS United States	X	
	Johnson, Gary	Chandler, AZ United States	X	
	Lampton, William W.	Jackson, MS United States	X	
	Burns, John Baxter	Jackson, MS United States	X	
	Lampton, Robert	Jackson, MS United States	X	
	Stabler, Robert	Chandler, AZ United States	X	
	Gautier, Gail	Chandler, AZ United States	X	
	Ziems, Todd	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party.

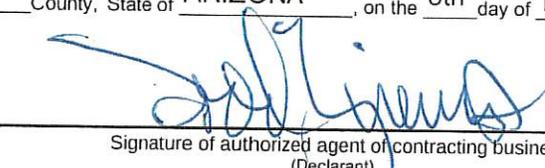
### 6 UNSWORN DECLARATION

My name is Todd Ziems, and my date of birth is May 4, 1968.

My address is 6165 W. Detroit St., Chandler, AZ, 85226, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in MARICOPA County, State of ARIZONA, on the 5th day of December, 20 23.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

D.I.J. Construction, Inc.  
Bertram, TX United States

**Certificate Number:**  
2023-1106677

**Date Filed:**  
12/21/2023

**Date Acknowledged:**

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

City of Killeen

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

24-16  
Pavement Marking Materials

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Daniel	Bertram, TX United States	X	

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

**6 UNSWORN DECLARATION**

My name is Tim D. Jarma, and my date of birth is Nov 11, 1967.

My address is P.O. Box 1609, Bertram, TX, 78605, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Burnet County, State of Texas, on the 21 day of Dec, 20 23.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2023-1106771

Date Filed:  
 12/22/2023

Date Acknowledged:

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

Killeen Crushed Stone  
 KILLEEN, TX United States

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

City of Killeen

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

24-16 Street Construction Mate  
 Street Materials/Concrete

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

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Jayson Shatto, and my date of birth is 2/10/1975

My address is 1184 Morgan Dr, Temple, TX, 76502, US  
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 22 day of Dec, 2023.  
(month) (year)

Jayson Shatto  
 Signature of authorized agent of contracting business entity  
 (Declarant)





# AWARD BID NO. 24-16, STREET CONSTRUCTION MATERIALS

RS-24-015

January 23, 2023

# Background and Findings

- City solicits bids for street construction materials on an annual basis
- Materials are used by multiple departments in a variety of different applications, including the construction and repair of roadways, parking areas, and water mains
- Contracts can be utilized by multiple departments within the city

# Background and Findings Cont.

3

- ❑ On December 06, 2023, purchasing received five (5) bids in response to Bid No. 24-16, Street Construction Materials. The following five (5) vendors were selected:
  - ❑ Centerline Supplies
  - ❑ Crafcro Inc.
  - ❑ DIJ Construction
  - ❑ Killeen Crushed Stone
  - ❑ Texas Materials Group Inc

# Alternatives

4

- ❑ Reject all bids, make purchases on a “per order / project” basis
- ❑ Authorize award of Bid No. 24-16, Street Construction Materials to selected vendors in an amount not to exceed \$700,000 citywide in FY24

# Recommendation

- City Council authorize the award of Bid 24-16, Street Construction Materials to selected vendors, in an amount not to exceed \$700,000 citywide in FY24; authorize the City Manager, or designee, to execute a contract and furthermore, execute any and all change orders within the amounts set by State and Local law.



# City of Killeen

## Staff Report

File Number: RS-24-016

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1	City Council Workshop	01/23/2024	reviewed and referred	City Council	01/30/2024
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Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement for the development of the 2024 Water and Wastewater Master Plan in the amount of \$251,445.

**DATE:** January 23, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Steve Kana, Interim Executive Director of Public Works

**SUBJECT:** Authorize the execution of a Professional Services Agreement with Freese and Nichols, Inc. to develop the 2024 Water and Wastewater Master Plan

### **BACKGROUND AND FINDINGS:**

On February 11, 2020, the City Council adopted the 2019 Water and Wastewater Master Plan (WWMP). This master plan prepared by Freese and Nichols, Inc. (FNI) was the basis for a \$22 million bond issuance and sale which was adopted by City Council on February 25, 2020. 100% of the \$22 million in the 2020 Water and Wastewater Bond has been spent or is allocated for projects under design. As the need to evaluate the next water and wastewater bond issue draws near, an updated water and wastewater master plan is crucial.

City staff has negotiated a professional services agreement (PSA) with FNI for the development of the 2024 Water and Wastewater Master Plan in the amount of \$251,445. FNI has provided exceptional professional services in the development and implementation of the past three water and wastewater master plans, spanning a sixteen-year period.

### **THE ALTERNATIVES CONSIDERED:**

- (1) Do not authorize the professional services agreement with FNI; this will delay the issuance of a new water and wastewater bond resulting in a delay of future construction projects.
- (2) Authorize the execution of the professional services agreement with FNI for development of the 2024 Water and Wastewater Master Plan.

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

Alternative two (2) is recommended due to FNI's extensive experience with the development of water and wastewater master plans. City staff believes that FNI has submitted a fair and reasonable proposal for their engineering services and has provided master plans of great value to

the City in previous master plan developments.

**CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications.

**FINANCIAL IMPACT:**

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

Total amount of \$251,445 will be encumbered in FY 2024.

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

One-time

**Is this expenditure budgeted?**

Yes, funds are available in the Water and Sewer CIP Fund account 387-8934-493.69-01.

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

N/A

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

Yes

**RECOMMENDATION:**

That the City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with FNI, Inc. for development of the 2024 Water and Wastewater Master Plan in the amount of \$251,445, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Contract Verification Form

Certificate of Interested Parties  
Presentation

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

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AMERICAN CONSULTING ENGINEERS COUNCIL

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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 FREESE AND NICHOLS, INC. (“ENGINEER”).

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

The Water and Wastewater Master Plan consists of a study to develop a capital improvements plan for the water and wastewater systems. Project tasks include:

- Task A: Data Collection and Field Testing
- Task B. Hydraulic Model Updates and Validation
- Task C. Water and Wastewater Load Projections
- Task D. Hydraulic Analyses and System Evaluation
- Task E. Capital Improvements Plan, Report, and Council Presentation

## 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**

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#### **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 8 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.

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

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 page.

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

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

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

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

**8.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 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: Freese and Nichols, Inc.

By: Kent Cagle

By: Stephanie Neises, P.E.

Title: City Manager

Title: Principal

Date Signed: \_\_\_\_\_

Date Signed: 12/8/23

Address for giving notices:

Address for giving notices:

P.O. Box 1329

Freese and Nichols, Inc.

Killeen, TX 76540-1329

4055 International Plaza, Ste. 200

Fort Worth, TX 76109-4895

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Steve Kana

Stephanie Neises, P.E.

Title: Director of Water and Sewer Utilities

Title: Principal

Phone Number: 254-501-7623

Phone Number: 512-617-3192

Facsimile Number: 254-501-6321

Facsimile Number: NA

E-Mail Address: skana@killeentexas.gov

E-Mail Address: sjn@freese.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 SN

## **ENGINEER's Services**

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

### **PART 1 -- BASIC SERVICES**

#### **Task A: Data Collection and Field Testing**

- A1. Project Kickoff Meeting and Data Collection: ENGINEER will meet with the City to review scope and schedule of the project and critical project milestones. ENGINEER will present a memorandum outlining data needed for the project. ENGINEER will review the data request memorandum with the City to determine data availability.
- A2. Identify Locations to Conduct Temporary Pressure Testing: Identify locations for field testing based on model calibration needs and areas of concern from City. ENGINEER will prepare up to 20 temporary pressure recorders to be install by City staff. ENGINEER will prepare procedures for field testing showing proposed location of testing, duration of testing, required SCADA data during testing period, and assistance from City staff.
- A3. Conduct Temporary Pressure Recording: ENGINEER will assist and coordinate with City in performing pressure testing. Testing will consist of recording pressure readings for a one week time period. City will provide SCADA data, including flows & discharge pressures at pump stations and tank levels, for testing period.
- A4. Obtain Flow Monitoring Data: The City has contracted with Pipeline Analysis to conduct temporary flow monitoring in 2023. ENGINEER will coordinate with Pipeline Analysis to obtain depth, velocity, and flow data collected as part temporary flow monitoring. City will also provide the final report from Pipeline Analysis.
- A5. Process Field Data: ENGINEER will review, analyze, and summarize data collected as part of the pressure recording and flow monitoring activities. This includes processing SCADA records for the water system and compiling information from the flow monitoring consultant.

#### **Task B. Hydraulic Model Updates and Validation**

- B1. Update Water and Wastewater Models: ENGINEER will update the hydraulic models to include new infrastructure constructed since the last model update. The City's GIS data will be used to input model elements. ENGINEER will obtain as-built drawings where needed to update attribute data.
- B2. Develop and Distribute Existing Water Demands: ENGINEER will utilize data from the City's utility billing system database to allocate existing demands throughout the City. The data will consist of meter location and metered water usage for each customer account.
- B3. Develop and Distribute Existing Wastewater Flows: ENGINEER will utilize average winter water usage data to estimate existing wastewater flow for each customer. Wastewater flows will be allocated to the model based on the location of water meters.

- B4. Validate Water Model: ENGINEER will conduct a 24-hour extended period simulation model validation for the water distribution system model. This task involves collecting SCADA records and developing diurnal demand curves for each pressure plane. Model parameters will be adjusted until results correlate to real-world operational conditions for tank levels, system pressures, and pump station flows.
- B5. Validate Wastewater Model: ENGINEER will conduct a model validation using flow meter data from the temporary flow monitoring conducted by Pipeline Analysis under a separate contract. A steady-state model run will be developed to validate flows at locations where recorded data is available. Wet weather peaking factors will be developed by flow meter basin and used in the hydraulic model to estimate peak wet weather flows.
- B6. Meet with City to Review Water and Wastewater Model Calibration Results: ENGINEER will prepare material to show the comparison of recorded vs. modeled results for the water and wastewater systems.

#### **Task C. Water and Wastewater Load Projections**

- C1. Meet with City to Discuss Future Service Area: ENGINEER will meet with the City to discuss the water and wastewater service area boundaries. Expected population growth and future land uses will be reviewed. City will provide information on future developments and targeted growth areas to be incorporated into the water and wastewater service projections.
- C2. Develop Land Use Assumptions: ENGINEER will utilize available data on impending developments and available lots to develop 5-year, 10-year, and 20-year land use assumptions. Land use assumptions will be identified for each Census Block so population and non-residential development can be spatially distributed throughout the service area.
- C3. Review Historical Water Demands and Wastewater Flows: ENGINEER will obtain and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. This data will be used to determine expected per-capita loads for future projections.
- C4. Develop and Distribute Water Demand Projections: ENGINEER will develop water demand projections for 5-year, 10-year, and 20-year conditions using the future land use assumptions and selected design criteria. Demands will be calculated by Census block and spatially allocated to the model for each planning year.
- C5. Develop and Distribute Wastewater Flow Projections: ENGINEER will develop wastewater flow projections for 5-year, 10-year, and 20-year conditions using the future land use assumptions and selected design criteria. Flows will be calculated by Census block and spatially allocated to the model for each planning year.
- C6. Meet with City to Review Projections: ENGINEER will meet with the City to discuss population, land use assumptions, and load projections. ENGINEER will address comments from City staff and make revisions to the projections as necessary.

#### **Task D. Hydraulic Analyses and System Evaluation**

- D1. Evaluate Pumping and Storage Capacity: ENGINEER will evaluate existing and future pumping capacity with regards to TCEQ requirements and general industry recommendations. Ground and elevated storage requirements will also be evaluated.
- D2. Conduct Water and Wastewater System Modeling: ENGINEER will conduct hydraulic modeling for existing, 5-year, 10-year, and 20-year conditions. Water system modeling will consist of extended period modeling for maximum day demand conditions, which includes peak hour demands. A steady-state fire flow analysis will also be performed. Wastewater system modeling will consist of peak wet weather flow conditions using the peaking factors developed from the temporary flow monitoring.

- D3. Water System Operational Modeling: ENGINEER will perform extended period modeling for average day and maximum day demand conditions to assess the amount and location of water supply at each pump station. An optimization analysis will be performed to maximize water from the Stillhouse Water Treatment Plant delivery point.
- D4. Identify Water System Improvements: ENGINEER will utilize the water model to develop and analyze alternatives to determine sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve 20-year demands throughout each pressure zone. ENGINEER will use interim 5-year and 10-year model runs to determine phasing of water system improvements. System improvements will include transmission, storage, pumping, and distribution system related needs.
- D5. Identify Wastewater System Improvements: ENGINEER will utilize the wastewater model to develop and analyze alternatives to determine sizing of wastewater system conveyance, storage, and lift station facilities needed to serve 20-year flows throughout each sub-basin. ENGINEER will use interim 5-year and 10-year model runs to determine phasing of wastewater system improvements. System improvements will include gravity lines, force mains, lift stations and collection system related needs.
- D6. Meet with City to Discuss Draft System Improvements: ENGINEER will meet with the City to discuss results of the hydraulic analyses and draft system improvements. ENGINEER will address comments from City staff and make revisions to the improvements as necessary.

#### **Task E. Capital Improvements Plan, Report, and Council Presentation**

- E1. Develop Water and Wastewater Capital Improvements Plan (CIP): ENGINEER will develop prioritization and costs for proposed projects through the 20-year planning period. Costs will be in current year dollars and include engineering and contingencies. Large scale citywide maps will be produced showing proposed projects, costs, and phasing.
- E2. Meet with City to Discuss CIP: ENGINEER will meet with the City to discuss and solicit comments on the Water and Wastewater Capital Improvements Plan.
- E3. Prepare Draft Water and Wastewater Master Plan Report: ENGINEER will prepare a Draft Water and Wastewater Master Plan Report discussing assumptions, methodologies, and findings for population and load projections, field testing and model validations, existing and future system hydraulic analyses, and recommended capital improvement plans including schedule and costs of improvements. The report will include mapping showing proposed system improvements. ENGINEER will submit an electronic PDF copy of the draft report for City review.
- E4. Revise and Finalize Report: ENGINEER will revise the report based on City comments and submit ten (10) final hard copies and one (1) electronic copy in PDF format of the Final Water and Wastewater Master Plan Report.
- E5. City Council Presentation: ENGINEER will attend up to two (2) City Council Meetings to discuss and/or present the Water and Wastewater Master Plan report. ENGINEER will be available to answer questions and discuss content on all aspects of the project.
- E6. Deliver GIS Mapping and Modeling Files to City: ENGINEER will deliver to the City all electronic modeling and GIS mapping files.

## PART 2 -- ADDITIONAL SERVICES

Additional Services to be performed by the ENGINEER, if authorized by the City, which are not included in the above described basic or supplemental services, are described as follows:

- A. Advise the City of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the City and are not included in the services provided by ENGINEER.
- B. Providing shop, mill, field or laboratory inspection of materials and equipment. Observing factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- C. Design, contract modifications, studies or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this agreement.
- D. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- E. Additional field investigations or analysis required to respond to public or regulatory agency comments, including additional data requests, schematics or drawings for project features outside of the Basic Services.
- F. Expert representation at legal proceedings or at contested hearings.
- G. Monitoring compliance with permit conditions.
- H. Attendance at or assisting with additional public meetings outside of those identified in the Basic Services.

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

Initial:

OWNER \_\_\_\_\_  
ENGINEER SN

**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 constructability review.

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

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

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

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

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

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

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     *SN*    

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:

actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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.

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

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.

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:

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.

1. Progress payments in the amount of \$251,445.00 based on the following assumed distribution of compensation:

a. Data Collection & Field Testing	<u>\$30,860.00</u>
b. Hydraulic Model Updates	<u>\$43,618.00</u>
c. Water/Wastewater Load Projections	<u>\$33,899.00</u>
d. Hydraulic Analyses	<u>\$87,900.00</u>
e. Capital Improvements Plan	<u>\$55,168.00</u>

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER SN

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

General Representation and Resident Project Representative Services will not be provided.

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

Initial:

OWNER \_\_\_\_\_  
ENGINEER SPJ

**NOTICE OF ACCEPTABILITY OF WORK**

**PROJECT: Not Applicable**

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER’s knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR’s work) under ENGINEER’s Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER’s knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER’s Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR’s performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER SN

**Construction Cost Limit**

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Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

*F5.02 Designing to Construction Cost Limit*

- A. A Construction Cost limit in the amount of: **Not Applicable**
- B. A bidding or negotiating contingency of 15 percent will be added to any Construction Cost limit established.
- C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. ENGINEER will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER's cost of such services, including the costs of the services of ENGINEER's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such services will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

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

Initial:  
 OWNER \_\_\_\_\_  
 ENGINEER SN

**Insurance**

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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 H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER SN

**Special Provisions**

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There are no special provisions for this project.



### Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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

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

  
\_\_\_\_\_  
Signature

Stephanie Neises  
\_\_\_\_\_  
Printed Name

12/8/23  
\_\_\_\_\_  
Date

Freese and Nichols, Inc.  
\_\_\_\_\_  
Company Name

Principal  
\_\_\_\_\_  
Title





# PSA FOR WATER AND WASTEWATER MASTER PLAN

RS-24-016

January 23, 2024

# Background and Findings

- ❑ On February 11, 2020, the City Council adopted the 2019 Water and Wastewater Master Plan (WWMP) which became the basis for a \$22M bond issuance.
- ❑ 100% of this \$22M bond has been spent or is allocated for projects under design.
- ❑ As the need to evaluate the next water and wastewater bond issue draws near, an updated WWMP is crucial.
- ❑ Staff has negotiated a professional services agreement with Freese and Nichols, Inc. (FNI) for the development of the 2024 WWMP in the amount of \$251,445.

# Alternatives

3

- ❑ Do not authorize the professional services agreement with FNI; this will delay the issuance of a new water and wastewater bond resulting in a delay of future construction projects.
- ❑ Authorize the execution of a professional services agreement with FNI for the development of the 2024 Water and Wastewater Master Plan.

# Recommendation

- City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with FNI for the development of the 2024 Water and Wastewater Master Plan, in the amount of \$251,445 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



# City of Killeen

## Staff Report

File Number: RS-24-017

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1	City Council Workshop	01/23/2024	reviewed and referred	City Council	01/30/2024
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Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District and the Tax Appraisal District of Bell County.

**DATE:** January 23, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Laura Calcote, City Secretary

**SUBJECT:** Hold a Joint General Election with Killeen Independent School District and the Tax Appraisal District of Bell County

### **BACKGROUND AND FINDINGS:**

On May 4, 2024, the City of Killeen (City) will conduct a General Election for the offices of Mayor and three (3) Councilmembers-at-large. On the same day, the Killeen Independent School District (KISD) and the Tax Appraisal District of Bell County (Bell CAD) will conduct their elections. The contract for election services covers Early Voting and Election Day cost sharing and obligations.

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 the county, school and city elections at one location for Early Voting and Election Day. In order to effect this change, 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 all three (3) entities. KISD and Bell CAD will each reimburse the City for its one-third (1/3) share of the personnel and miscellaneous costs associated with conducting the Early Voting. Should KISD or Bell CAD not be required to conduct an election, then that entity would not share in any cost of election operations, except for fees accrued and expenses incurred prior to receipt of a written notice of termination.

The "Contract for Election Services - Election Day" also provides that the City Secretary will conduct the election on behalf of all three (3) entities. KISD and Bell CAD will reimburse the City one-third (1/3) of personnel and associated costs. Again, an entity not required to hold an election shall not be required to participate in costs.

### **THE ALTERNATIVES CONSIDERED:**

Education Code §11.0581 requires School Districts to hold their trustee elections jointly with a city if the governing body of that city holds its general election on the same date.

Election Code, Chapter 271.002 authorizes cities to enter into joint election agreements with other political subdivisions holding elections on the same day.

**Which alternative is recommended? Why?**

Hold a Joint Election with KISD and Bell County Appraisal District, as it is required by state law. \$100,000.00 is the expected expenditure, with KISD and Bell CAD reimbursing the City for their share of the costs. The same expenditure is expected for future years.

**CONFORMITY TO CITY POLICY:**

Conducting a joint election is required by state law and is, therefore, in conformity with City policy.

**FINANCIAL IMPACT:**

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

\$100,000.00 is the expected expenditure, with KISD and Bell CAD reimbursing the City for their share of the costs. The same expenditure is expected for future years.

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

Recurring

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund, Legal Department, City Secretary election expense accounts 010-1010-416.40-11 and 010-1010-416.50-45.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends City Council adopt the resolution to hold a joint General Election with KISD and Bell CAD and authorize the City Manager to enter into the election services contract for Early Voting and Election Day.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Contracts

Presentation

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

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Killeen, hereinafter called “Killeen,” the Killeen Independent School District, hereinafter called “KISD,” and the Tax Appraisal District of Bell County, hereinafter called “Bell CAD,” 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 4, 2024 General 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 Bell CAD is the Chief Appraiser. The Contracting Officer for Killeen is the City Secretary. The City Secretary will serve as the Early Voting Clerk.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** Killeen’s Contracting Officer shall provide voting equipment for all early voting polling locations in Killeen city limits, procure the personnel as required to conduct early voting at the Main Early Voting location and the two branch early voting locations.

The Order of Election and Notice of Election includes the locations of early voting, and Killeen agrees to support KISD and Bell CAD in early voting at Killeen City Hall, Jackson Professional Learning Center and Killeen Lions Club Senior Center. Killeen will be responsible for the ordering of voter registration lists for early voting within the city limits of Killeen. KISD and Bell CAD shall be responsible for contracting with other entities, as necessary, for election services for precincts located wholly outside of the Killeen city limits and for voters located outside of Bell County.

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 and Bell CAD

5. **COST OF SERVICE.**

KISD and Bell CAD shall compensate Killeen for:

- one-third (1/3) of any voting equipment, voting supplies, and personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable for voting equipment, voting supplies, and personnel costs for election officials.
- one-third (1/3) of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance 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, Bell CAD 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 parties 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. If one (1) party withdraws from this agreement pursuant to this section, the other two (2) parties will equally share the remaining costs of election operations that have not been incurred prior to receipt of written notification. If two (2) parties withdraw from this agreement pursuant to this section, the remaining party will be responsible for the remaining costs of election operations that have not been incurred prior to receipt of written notification.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: CITY OF KILLEEN

\_\_\_\_\_  
Laura J. Calcote, City Secretary

By \_\_\_\_\_  
Kent Cagle, City Manager

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: KILLEEN INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Marvin Rainwater, Board Secretary

By \_\_\_\_\_  
Brett E. Williams, Board President

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: TAX APPRAISAL DISTRICT OF BELL COUNTY

\_\_\_\_\_  
Linda Hearrell, Administrative Assistant

By \_\_\_\_\_  
Billy White, Chief Appraiser

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

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Killeen, hereinafter called “Killeen,” the Killeen Independent School District, hereinafter called “KISD,” and the Tax Appraisal District of Bell County, hereinafter called “Bell CAD,” 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 4, 2024 General 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 Bell CAD is the Chief Appraiser. The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.**

Killeen’s Contracting Officer shall:

- Provide voting equipment for all polling locations inside the Killeen city limits from a company certified by the State of Texas.
- Arrange for transportation of voting equipment to and from all polling locations inside the Killeen city limits.
- Procure and prepare the City of Killeen lists of registered voters, City of Killeen ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the Killeen city limits.

KISD’s Contracting Officer shall:

- Procure and prepare the KISD lists of registered voters, KISD ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the Killeen city limits. KISD shall be responsible for contracting with other entities, as necessary, for election services for precincts located wholly outside of the Killeen city limits and for voters located outside of Bell County.

Bell CAD’s Contracting Officer shall:

- Procure and prepare the Bell CAD lists of registered voters, Bell CAD ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the Killeen city limits. Bell CAD shall be responsible for contracting with other entities, as necessary, for election services for precincts located wholly outside of the Killeen city limits and for voters located outside of Bell County.

Each subdivision will be responsible for drafting their own Notice of Election and posting notice as required by law. The Order of Election and Notice of Election includes the precinct locations of voting on Election Day, and each subdivision agrees to support the other in such voting at the listed polling locations.

The City of Killeen precincts and eight (8) Election Day polling locations (subject to availability) are as follows:

**PRECINCTS #106/116/201/211**

Rancier Middle School  
3301 Hilliard Avenue

**PRECINCTS #109/110/204/406/410**

Utility Collections  
210 W. Avenue C

**PRECINCTS #203/208/210/214/215**

Cedar Valley Elementary School  
4801 Chantz Drive

**PRECINCTS #205/207**

Jackson Professional Learning Center  
902 Rev R A Abercrombie Drive

**PRECINCTS #206/408/409/419**

Killeen Lions Park Senior Center  
1700-B E. Stan Schlueter Loop

**PRECINCTS #404/412/415**

Sugar Loaf Elementary School  
1517 Barbara Lane

**PRECINCTS #401/405/414**

Robert M. Shoemaker High School  
3302 Clear Creek Road

**PRECINCTS #402/413**

Roy J. Smith Middle School  
6000 Brushy Creek Drive

**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 and/or Bell CAD.

**5. COST OF SERVICE.**

KISD and Bell CAD shall compensate Killeen for:

- one-third (1/3) of any voting equipment, voting supplies, and personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable for voting equipment, voting supplies, and personnel costs for election officials.
- one-third (1/3) of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

Killeen and Bell CAD shall compensate KISD for:

- one-third (1/3) of any personnel expenses for the KISD buildings used as polling locations necessitated as a result of this agreement and mutually agreed upon by the parties.

6. **CANVASSING.** Each entity will conduct its own canvassing of election results.

7. **TERMINATION.** In the event that all positions in the KISD, Bell CAD 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 parties 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. If one party withdraws from this agreement pursuant to this section, the other two parties will equally share the remaining costs of election operations that have not been incurred prior to receipt of written notification. If two parties withdraw from this agreement pursuant to this section, the remaining party will be responsible for the remaining costs of election operations that have not been incurred prior to receipt of written notification.

8. **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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: CITY OF KILLEEN

\_\_\_\_\_  
Laura J. Calcote, City Secretary

By \_\_\_\_\_  
Kent Cagle, City Manager

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: KILLEEN INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Marvin Rainwater, Board Secretary

By \_\_\_\_\_  
Brett E. Williams, Board President

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: TAX APPRAISAL DISTRICT OF BELL COUNTY

\_\_\_\_\_  
Linda Hearrell, Administrative Assistant

By \_\_\_\_\_  
Billy White, Chief Appraiser



# JOINT ELECTION CONTRACTS WITH KISD AND BELL CAD

RS-24-017

January 23, 2024

# Background and Discussion

- ❑ The City of Killeen (City), Killeen Independent School District (KISD) and the Tax Appraisal District of Bell County (Bell CAD) will hold elections on Saturday, May 4, 2024
- ❑ School districts are required to hold joint elections with city or county (Education Code 11.0581)
- ❑ State law authorizes for joint election agreements (Election Code 271.002)
- ❑ Separate contracts for early voting and election day

# Benefits

3

- Voter convenience – voters cast ballots for county, school and city elections at one location
- Reduces the election costs for each entity

# Fiscal Impact

4

- Election expenses initially paid by the City
- KISD and Bell CAD will reimburse the City for all shared election costs
- Cost to conduct the *May 2024 General Election* is approximately \$100,000

# Recommendation

City Council approve the Early Voting and Election Day joint election contracts with KISD and Bell CAD and authorize the City Manager, or designee, to execute the agreement.



# City of Killeen

## Staff Report

File Number: RS-24-018

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Consider a memorandum/resolution confirming the City Auditor's annual evaluation and pay increase.



**CITY OF KILLEEN**  
*Office of the Mayor*

**TO:** MATTHEW GRADY, CITY AUDITOR  
**VIA:** EVA BARK, EXECUTIVE DIRECTOR OF HUMAN RESOURCES  
**FROM:** KILLEEN CITY COUNCIL  
**DATE:** JANUARY 24, 2024  
**SUBJECT:** CITY AUDITOR ANNUAL REVIEW

Mr. Matt Grady, Killeen City Auditor, received his annual performance evaluation on Tuesday, January 23, 2024, by the Killeen City Council and was given the following rating: Exceeds Expectation.

The Council reached a consensus to give Mr. Grady a 2% merit-based increase for his performance, in addition to a 6% COLA, as has been given to all City employees in FY2024.

Mr. Grady's annual salary will be \$108,000.17.

Sincerely,

Debbie Nash-King  
Debbie Nash-King  
Mayor, City of Killeen



# City of Killeen

## Staff Report

File Number: OR-24-001

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1	City Council Workshop	01/23/2024	reviewed and referred	City Council	01/30/2024
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Consider an ordinance calling the May 4, 2024 General Election to elect a Mayor and three Councilmembers-at-Large.

**DATE:** January 23, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Laura Calcote, City Secretary

**SUBJECT:** Ordering the May 4, 2024 General Election to Elect a Mayor and Three Councilmembers-at-Large

### **BACKGROUND AND FINDINGS:**

The Texas Election Code, Chapter 3, provides for the ordering of an election not later than the 78th day before a uniform election date. In addition to any other elements required, each order must state the date of the election and the offices or measures to be voted on at the election.

The attached ordinance has been prepared calling the election and giving notice of an election for the purpose of electing a Mayor and three Councilmembers-at-large and designating the polling places and times.

### **THE ALTERNATIVES CONSIDERED:**

There are no legal alternatives, as the Mayor and three Councilmember-at-large seats expire in May 2024.

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

Staff recommends holding a May 4, 2024 General Election for the purpose of electing a Mayor and three Councilmembers-at-large.

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

This ordinance conforms to Article IX of the City Charter authorizing the calling of an election to be held on a uniform election date provided for in the Texas Election Code.

### **FINANCIAL IMPACT:**

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

The estimated cost to conduct this election is \$100,000. Funds are budgeted to cover costs associated with the election. Killeen Independent School District and the Bell County Appraisal District have expressed interest in holding a joint election with the city, and the total costs of election equipment, personnel and supplies would then be divided evenly amongst the three participating entities.

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

Holding an election is a recurring expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund, Legal Department, City Secretary election expense accounts 010-1010-416.40-11 and 010-1010-416.50-45.

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

N/A

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

Yes.

**RECOMMENDATION:**

Staff recommends City Council approve the ordinance calling for a May 4, 2024 General Election to elect a Mayor and three Councilmembers-at-large.

**DEPARTMENTAL CLEARANCES:**

Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Order of Election for Municipalities  
Presentation

ORDINANCE \_\_\_\_\_

**AN ORDINANCE ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCILMEMBERS-AT-LARGE; PROVIDING FOR THE FILING OF WRITTEN APPLICATION TO HAVE THEIR NAMES PRINTED ON THE OFFICIAL BALLOT; FIXING THE TIME WITHIN SUCH APPLICATION MAY BE FILED; SPECIFYING THAT THE PROVISIONS OF THE GENERAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; NAMING THE EARLY VOTING CLERK; DESIGNATING EARLY VOTING POLLING PLACES, AND PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION AND CONTAINING MISCELLANEOUS PROVISIONS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:**

**SECTION 1.** That, pursuant to the laws of the State of Texas and the Charter of the City of Killeen, it is ordered by the City Council that a general election be held in the City of Killeen, Texas, on May 4, 2024, for the purpose of electing a Mayor and three (3) Councilmembers-at-Large. Any reference in this ordinance hereinafter to "Election Day" shall mean May 4, 2024.

**SECTION 2.** The manner of holding the election and all questions pertaining to such election shall be governed by the V.T.C.A. Election Code, and the returns shall be made and canvassed and the results declared as in other legal elections of the City of Killeen.

**SECTION 3.** Any eligible and qualified person may have his or her name printed upon the official ballot as an independent candidate for the office of mayor or councilmember by filing a written application with the City Secretary beginning Wednesday, January 17, 2024, through 5:00 p.m. Friday, February 16, 2024. Any person wishing to file a declaration of write-in candidacy must do so not later than 5:00 p.m. on Tuesday, February 20, 2024.

**SECTION 4.** The names of all those who have filed their written applications to have their names printed on the official ballot as candidates shall be posted by the City Secretary in a conspicuous place at his/her office for the inspection of the public for at least ten (10) days before he/she orders the ballot to be printed. The City Secretary shall preserve in his/her office for a period established by the Texas State Library and Archives Commission and adopted by the City all applications, statements, notice of objections, and other related papers.

**SECTION 5.** Any person eligible for the office of mayor or councilmember who has filed his or her written application in accordance with the provisions of this ordinance shall have his or her name printed on the official ballot. Any such person may cause his or her name to be withdrawn at any time prior to 5:00 p.m. on Friday, February 23, 2024, by filing in writing with the City Secretary, a request to that effect over his/her signature, duly attested to by a Notary Public. No name so withdrawn shall be printed on the ballots. Not later than twenty (20) days before the election, the City Secretary shall have the official ballots printed.

**SECTION 6.** Each qualified voter who desires to cast an early vote or who expects to be absent on the date of the election shall be entitled to an official ballot and to cast such ballot in accordance with the applicable provisions of Title 7, V.T.C.A., Election Code, beginning Monday, April 22, 2024, and continuing through Tuesday, April 30, 2024. The City Secretary will be the early voting clerk, who may appoint by written order one or more temporary deputies to serve as deputy early voting clerks in accordance with the applicable law. Early voting will be held in the first floor foyer/lobby of the Killeen City Hall (Main Early Voting Location), 101 North College St., Killeen, TX 76541 (mailing address: PO Box 1329, Killeen, TX 76540, Attention: Early Voting Clerk), the Jackson Professional Learning Center (Branch Early Voting Location), 902 Rev R A Abercrombie Drive, Killeen, TX 76543 and at the Killeen Lions Park Senior Center (Branch Early Voting Location), 1700-B E. Stan Schlueter Loop, Killeen, TX 76542 between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays. Provided, however, that on the first and last day of early voting, the hours shall be 7:00 a.m. to 7:00 p.m. For the 2024 election those dates shall be Monday, April 22, 2024, and Tuesday, April 30, 2024.

Applications for ballot by mail shall be mailed to:

Laura Calcote

PO Box 1329

Killeen, TX 76540

(254) 501-7717

[citysec@killeentexas.gov](mailto:citysec@killeentexas.gov)

<https://www.killeentexas.gov/651/2024-General-Election>

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on: Tuesday, April 23, 2024.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: Tuesday, April 23, 2024.

**SECTION 7.** The election shall be held in the hereafter-designated polling places between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election.

**PRECINCTS #106/116/201/211**

Rancier Middle School  
3301 Hilliard Avenue

**PRECINCTS #109/110/204/406/410**

Utility Collections  
210 W. Avenue C

**PRECINCTS #203/208/210/214/215**

Cedar Valley Elementary School  
4801 Chantz Drive

**PRECINCTS #205/207**

Jackson Professional Learning Center  
902 Rev R A Abercrombie Drive

**PRECINCTS #206/408/409/419**

Killeen Lions Park Senior Center  
1700-B E. Stan Schlueter Loop

**PRECINCTS #404/412/415**

Sugar Loaf Elementary School  
1517 Barbara Lane

**PRECINCTS #401/405/414**

Robert M. Shoemaker High School  
3302 Clear Creek Road

**PRECINCTS #402/413**

Roy J. Smith Middle School  
6000 Brushy Creek Drive

**SECTION 8.** The City Council shall appoint presiding election judges and alternate presiding judges for the election at the precinct polling places and as the Early Voting Ballot Board to process the early voting results, provided that if neither the presiding judge nor the alternate presiding judge can serve and their inability to serve is discovered so late that it is impracticable to fill the vacancy in the normal manner, the Mayor shall have the authority and is hereby directed to appoint a replacement judge to preside at the election. The presiding

election judge for each precinct shall appoint no more than two (2) election clerks in addition to the alternate presiding judge named herein to assist the judge in the conduct of the election. The presiding election judges, alternate presiding judges, and clerks shall be paid \$20.00 per hour for serving in such capacities, and the election judges and/or alternate judges shall be paid an additional \$25.00 for delivering the returns of such election to the City Secretary for proper tabulation. No presiding election judge, alternate presiding judge, or clerk shall be compensated for a period in excess of the time extending from one (1) hour before the polls open until two (2) hours after the polls close. The Early Voting Ballot Board/Central Counting Station Presiding Judge is entitled to a minimum compensation of five hours' pay regardless of the amount of time worked, for a total of \$100.00, for serving in such capacity that will include proper tabulation. The Early Voting Ballot Board/Central Counting Station Alternate Judge and additional Member is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked, for a total of \$60.00, for serving in such capacity that will include proper tabulation. Provided, however, that should the Early Voting Ballot Board need to reconvene to tabulate provisional ballots or any mail ballots, they shall be paid an additional \$20.00 per hour for such services.

**SECTION 9.** The following positions shall be set forth on electronic ballots hereinafter provided, in substantially the following form:

**CITY OF KILLEEN GENERAL ELECTION  
MAY 4, 2024  
OFFICIAL BALLOT**

FOR MAYOR

Vote for One

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

FOR COUNCILMEMBER-AT-LARGE

Vote for One, Two, or Three

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SECTION 10.** Digital scan ballots shall be used for early voting by mail, curbside voting, and Election Day and the Model DS200 Digital Image Scanner and ExpressVote BMD (ballot marking device). Terminals shall be used for early voting by personal appearance and on Election Day.

**SECTION 11.** All resident qualified electors of the City shall be permitted to vote at the election.

**SECTION 12.** The election materials enumerated in Sec. 272.001, et seq., V.T.C.A. Election Code, shall be printed and furnished in both English and Spanish for use at each polling place on Election Day and for early voting.

**SECTION 13.** A traditional polling place set up will be used at the close of the polls on Election Day.

**SECTION 14.** Notice of election shall be given by posting substantial copies of the Notice of Election as prescribed by the Secretary of State's office in both English and Spanish at the Killeen City Hall, the official city website and at three (3) other public places in the City at least thirty (30) days prior to the date set for the election; and substantial copies of the Notice of Election in both English and Spanish shall be one two (2) times in a newspaper of general circulation in the City, the date of first publication to be not less than fourteen (14) days prior to the date set for the election.

**SECTION 15.** Returns of election shall be made by the election officers to the City Council at a meeting following the election; the returns will be canvassed and the results of the election declared as prescribed by the Election Code, V.T.C.A., of the State of Texas and the City Charter.

**SECTION 16.** It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of the Texas Government Code, Sec. 551.001, *et seq.*

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 30<sup>th</sup> day of January 2024, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq.*

**APPROVED**

\_\_\_\_\_  
Debbie Nash-King, MAYOR

**ATTEST:**

\_\_\_\_\_  
Laura J. Calcote, CITY SECRETARY

**APPROVED AS TO FORM**

\_\_\_\_\_  
Hollie C. Clements, CITY ATTORNEY



Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Laura Calcote  
Name of Early Voting Clerk  
(Nombre del Secretario/a de la Votación Adelantada)

PO Box 1329  
Address (Dirección)

Killeen 76540  
City (Ciudad) Zip Code (Código Postal)

254-501-7717  
Telephone Number (Número de teléfono)

citysec@killeentexas.gov  
Email Address (Dirección de Correo Electrónico)

https://www.killeentexas.gov/651/2024-General-Election  
Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 23 / 2024  
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

04 / 23 / 2024  
(date)(fecha)

Issued this 30th day of January, 20 24  
(day) (month) (year)

(Emitida este día 30th de enero, 20 24.)  
(día) (mes) (año)

\_\_\_\_\_  
Signature of Mayor (Firma del Alcalde)

\_\_\_\_\_  
Signature of Councilperson  
(Firma del Concejal)

**Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.**

*Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.*

A stylized graphic consisting of a grey five-pointed star at the top right, with a curved grey line extending from its base towards the bottom left. The line is composed of several overlapping, slightly offset segments, creating a sense of motion or a path. The background is white.

# ORDERING THE MAY 4, 2024 GENERAL ELECTION

OR-24-001

January 23, 2024

# Purpose of Election

2

- Election of a Mayor
- Election of three Councilmembers-at-Large
- Current Members:
  - ▣ Debbie Nash-King, Mayor
  - ▣ Jose Segarra, At-Large Councilmember
  - ▣ Ramon Alvarez, At-Large Councilmember
  - ▣ Riakos Adams, At-Large Councilmember

# Application and Voting Dates

3

- ❑ Applications for name placement on ballots:
  - ❑ First day – January 17, 2024
  - ❑ Last day – February 16, 2024, by 5:00 p.m.
- ❑ Early voting dates (Monday-Friday only):
  - ❑ Monday, April 22 (7:00 a.m. to 7:00 p.m.)
  - ❑ Tuesday, April 23 (8:00 a.m. to 5:00 p.m.)
  - ❑ Wednesday, April 24 (8:00 a.m. to 5:00 p.m.)
  - ❑ Thursday, April 25 (8:00 a.m. to 5:00 p.m.)
  - ❑ Friday, April 26 (8:00 a.m. to 5:00 p.m.)
  - ❑ Monday, April 29 (8:00 a.m. to 5:00 p.m.)
  - ❑ Tuesday, April 30 (7:00 a.m. to 7:00 p.m.)
- ❑ Election Day:
  - ❑ Saturday, May 4 (Polls open 7:00 a.m. to 7:00 p.m.)

# Early Voting Polling Locations

4

- City Hall – *Main Early Voting Location*
- Jackson Professional Learning Center – *Branch Early Voting Location*
- Lions Club Park Senior Center – *Branch Early Voting Location*

# Benefits to Reducing Polling ED Locations

5

- Cost Savings
- Americans with Disabilities Act compliance
- Parking concerns
- Public safety
- Hiring qualified judges and election workers

# Election Day Polling Locations

6

- ❑ Precincts #106/116/201/211 - Rancier Middle School
- ❑ Precincts #109/110/204/406/410 – Utility Collections
- ❑ Precincts #203/208/210/214/215 – Cedar Valley Elementary School
- ❑ Precincts #205/207 – Jackson Professional Learning Center

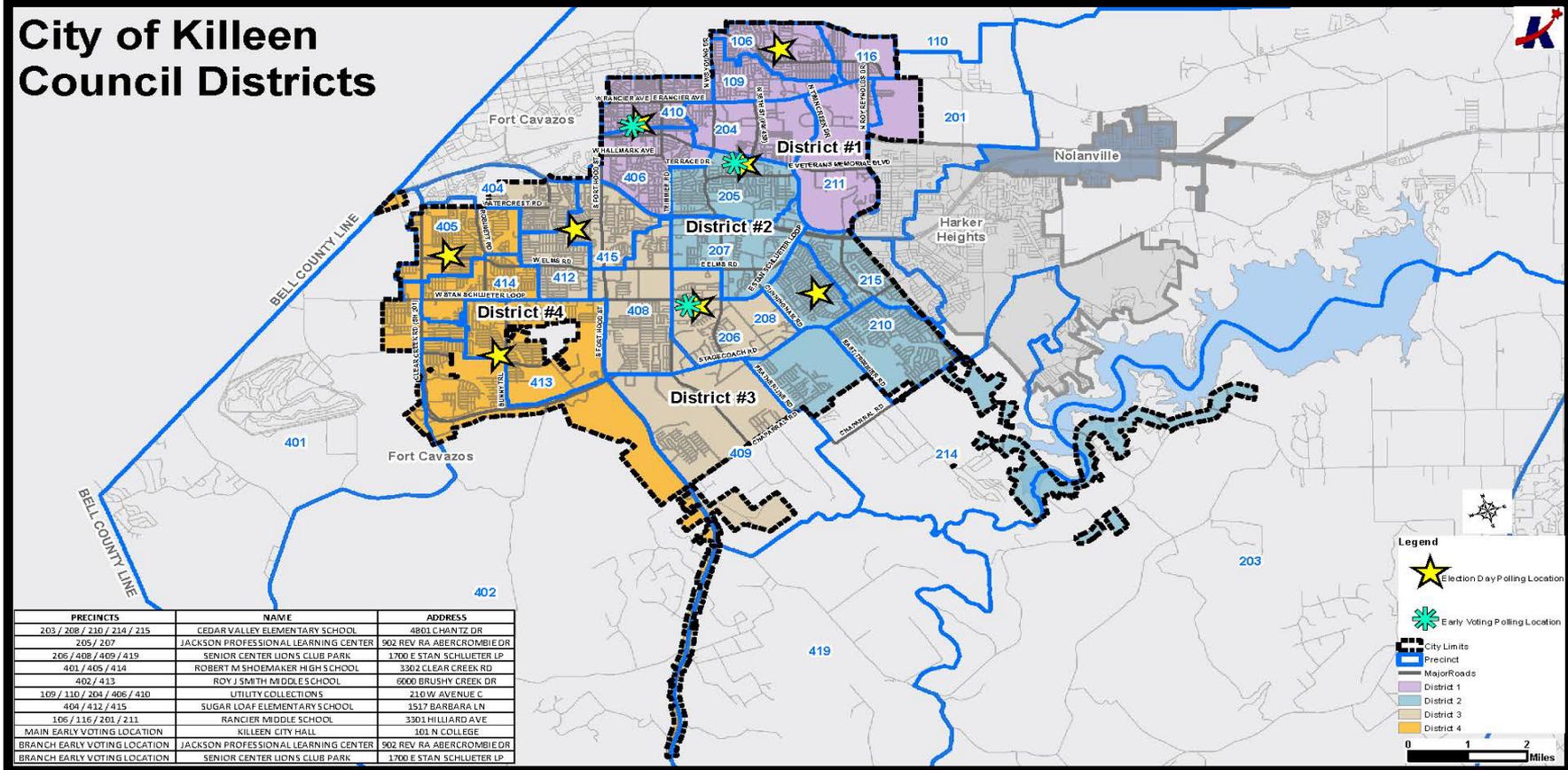
# Election Day Polling Locations (Continued)

7

- ❑ Precincts #206/408/409/419 – Killeen Lions Park Senior Center
- ❑ Precincts #404/412/415 – Sugar Loaf Elementary School
- ❑ Precincts #401/405/414 – Robert M. Shoemaker High School
- ❑ Precincts #402/413 – Roy J. Smith Middle School

# Polling Locations Map

## City of Killeen Council Districts



PRECINCTS	NAME	ADDRESS
203 / 208 / 210 / 214 / 215	CEDAR VALLEY ELEMENTARY SCHOOL	4801 CHANTZ DR
205 / 207	JACKSON PROFESSIONAL LEARNING CENTER	502 REV RA ABERCROMBIE DR
206 / 408 / 409 / 419	SENIOR CENTER LIONS CLUB PARK	1700 E STAN SCHLUETER LP
401 / 405 / 414	ROBERT M SHOEMAKER HIGH SCHOOL	3302 CLEAR CREEK RD
402 / 413	ROY J SMITH MIDDLE SCHOOL	6000 BRUSHY CREEK DR
109 / 110 / 204 / 406 / 410	UTILITY COLLECTIONS	210 W AVENUE C
404 / 412 / 415	SUGAR LOAF ELEMENTARY SCHOOL	1517 BARBARA LN
106 / 116 / 201 / 211	RANCIER MIDDLE SCHOOL	3301 HILLIARD AVE
MAIN EARLY VOTING LOCATION	KILLEEN CITY HALL	101 N COLLEGE
BRANCH EARLY VOTING LOCATION	JACKSON PROFESSIONAL LEARNING CENTER	502 REV RA ABERCROMBIE DR
BRANCH EARLY VOTING LOCATION	SENIOR CENTER LIONS CLUB PARK	1700 E STAN SCHLUETER LP

# Ballot Form

## **CITY OF KILLEEN, GENERAL ELECTION, MAY 4, 2024, OFFICIAL BALLOT**

FOR MAYOR

Vote for One

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR COUNCILMEMBER-AT-LARGE

Vote for One, Two, or Three

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# Voting Equipment

10



DS200 Precinct Scanner and Tabulator



ExpressVote Ballot-Marking Device (ADA)

# Recommendation

Approve an ordinance ordering a *May 4, 2024* General Election for the purpose of electing a mayor and three councilmembers-at-large.



# City of Killeen

## Staff Report

File Number: PH-24-002

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1 City Council Workshop 01/23/2024 reviewed and City Council 01/30/2024  
referred

HOLD a public hearing and consider an ordinance amending the FY 2024 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

**DATE:** January 30, 2024  
**TO:** Kent Cagle, City Manager  
**FROM:** Miranda Drake, Assistant Director of Finance  
**SUBJECT:** Budget Amendment

### **BACKGROUND AND FINDINGS:**

This budget amendment addresses the following twelve (12) items:

1. Carry Forward of Encumbered Funds: In accordance with the City Charter (Article VII, Section 71), appropriations lapse at the fiscal year's end unless expended or lawfully encumbered. Contracts and commitments initiated in the current fiscal year extending into the next require fund carry-forward. Due to outstanding projects and services from FY 2023, not concluded by September 30, 2023, it's necessary to carry forward FY 2023 appropriations to the FY 2024 Budget for identified purchase orders (POs) to complete these projects and services.
2. Revenue Allocation Correction: Allocate offsetting revenue linked to previously budgeted American Rescue Plan Act (ARPA) expenses from the budget amendment presented to City Council on November 28, 2023. The inclusion of these revenues was inadvertently omitted in the previous budget amendment.
3. Capital Improvement Program ARPA Allocation: Allocate available ARPA revenue and expense budgets in accordance with City Council's directive on October 3, 2023. These entries, associated with Capital Improvement Program (CIP) projects, were intentionally withheld, anticipating the CIP rollover, and were not incorporated into the budget amendment presented to City Council on November 28, 2023.
4. Carry Forward of Funds for Main Library Bathroom Installation: Allocate additional funds for the in-house bathroom installation at the Main Library due to project delays. Although funds were initially appropriated in FY 2023, the project could not be completed by year-end.
5. Carry Forward of Funds for Animal Services Crematorium: Allocate funds for the purchase of a crematorium at Animal Services. Despite the initial appropriation in FY 2023, the project faced delays and is still ongoing.
6. Community Development Block Grant (CDBG) Purchase Orders Offset: Specifically cover the

offsetting revenue for the CDBG purchase orders included in the carry-forward budget amendment mentioned above.

7. Carry Forward of Unspent HOME-ARP Funding: Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023.
8. Facade Grants Reallocation: Tax Increment Reinvestment Zone (TIRZ) board approved \$100,000 for FY 2023 facade grants. Allocate the remaining balance to FY 2024 for processing, as applications couldn't be finalized by the FY 2023 purchase order deadline.
9. Skylark Field Automated Weather Observation Station (AWOS) Relocation: Allocate TIRZ funds for the Skylark Field AWOS Relocation CIP project, which was approved during FY 2023 but not included in the adopted FY 2024 CIP which prevented its inclusion in the CIP Rollover.
10. Interlocal Agreement for Cemetery Management: Allocate funds per CCMR 23-206R, approved by City Council on December 19, 2023, to enter into an interlocal agreement for cemetery management and operation services for the Central Texas State Veterans Cemetery.
11. Solid Waste Hardware Conversion: Allocate Solid Waste CIP funds for the Solid Waste Hardware Conversion CIP project, approved during FY 2023 but not included in the adopted FY 2024 CIP which prevented its inclusion in the CIP Rollover.
12. GRK Pavement Management Program: Allocate Aviation CIP funds for the GRK Pavement Management Program CIP project, approved during FY 2023 but not included in the adopted FY 2024 CIP which prevented its inclusion in the CIP Rollover.

**THE ALTERNATIVES CONSIDERED:**

Option 1 - Do not approve the ordinance amending the FY 2024 Annual Budget.

Option 2 - Approve the ordinance amending the FY 2024 Annual Budget.

**Which alternative is recommended? Why?**

Option 2 is recommended to approve the ordinance amending the FY 2024 Annual Budget.

**CONFORMITY TO CITY POLICY:**

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

**FINANCIAL IMPACT:**

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

This FY 2024 budget amendment includes the following:

<b>Grant Related Appropriations</b>	<b>Revenues</b>		<b>Expenditures</b>
Community Development Block Grant Fund			\$787,359
Home ARP Fund	21,812	21,812	
Aviation AIP Grants Fund	53,595	53,595	
Law Enforcement Grant	-	59,805	
<b>Total</b>	<b>\$862,766</b>	<b>\$922,571</b>	

<b>Non-Grant Related Appropriations</b>	<b>Revenues</b>	<b>Expenditures</b>
General Fund	\$1,582,028	\$889,042
Central Texas State VA Cemetery	1,296,420	1,296,420
Governmental CIP Fund	895,874	895,874
Hotel Occupancy Tax Fund	159,762	132,317
Street Maintenance	- 1,482,000	
Tax Increment Fund	- 310,355	
Solid Waste CIP Fund	- 185,000	
Police Federal Seizure	- 138,149	
Water & Sewer Fund	- 92,458	
Aviation Fund	- 82,863	
Child Safety Fund	- 50,602	
Water & Sewer CIP Fund	- 36,011	
Cable System PEG	- 35,802	
Information Technology ISF	- 21,000	
Aviation CFC Fund	- 12,170	
Risk Mgmt. ISF	- 8,500	
Aviation CIP Fund	- 5,955	
Court Technology Fund	- 3,594	
<b>Total</b>	<b>\$3,934,084</b>	<b>\$5,678,112</b>

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

One-time

**Is this expenditure budgeted?**

Upon approval of the attached ordinance amending the FY 2024 Annual Budget

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

N/A

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

Upon approval of the attached ordinance amending the FY 2024 Annual Budget

**RECOMMENDATION:**

City Council approve the ordinance amending the FY 2024 Annual Budget.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Presentation

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2024 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2023 to September 30, 2024, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to amend the FY 2024 Annual Budget; and

**WHEREAS**, the budget amendment requires City Council approval;

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

**SECTION 1.** That Ordinance 23-062, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2023 to September 30, 2024, be amended as to the portion of said budget as follows:

**Revenues:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-0000-333.10-04	Department of the Treaury		\$ -
	Allocate the offsetting revenue linked to the previously budgeted expenses from the Budget Amendment presented to City Council on November 28, 2023. The inclusion of these revenues was inadvertently omitted in the previous budget amendment.	1,582,028	
	<b>Budget Change Sub-total</b>	1,582,028	
	<b>Account Sub-total</b>		1,582,028
214-0000-333.10-04	Department of the Treaury		\$ -
	Allocate the offsetting revenue linked to the previously budgeted expenses from the Budget Amendment presented to City Council on November 28, 2023. The inclusion of these revenues was inadvertently omitted in the previous budget amendment.	159,762	
	<b>Budget Change Sub-total</b>	159,762	
	<b>Account Sub-total</b>		159,762

**Revenues (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
228-0000-331.09-18	2018-2019		\$ -
	This allocation specifically covers the offsetting revenue for the CDBG Purchase Orders included in the carry-forward budget amendment mentioned above.	32,110	
	<b>Budget Change Sub-total</b>	32,110	
	<b>Account Sub-total</b>		32,110
228-0000-331.09-19	2019-2020		\$ -
	This allocation specifically covers the offsetting revenue for the CDBG Purchase Orders included in the carry-forward budget amendment mentioned above.	78,850	
	<b>Budget Change Sub-total</b>	78,850	
	<b>Account Sub-total</b>		78,850
228-0000-331.09-20	2020-2021		\$ 157,761
	This allocation specifically covers the offsetting revenue for the CDBG Purchase Orders included in the carry-forward budget amendment mentioned above.	27,195	
	<b>Budget Change Sub-total</b>	27,195	
	<b>Account Sub-total</b>		184,956
228-0000-331.09-21	2021-2022		\$ 44,542
	This allocation specifically covers the offsetting revenue for the CDBG Purchase Orders included in the carry-forward budget amendment mentioned above.	164,144	
	<b>Budget Change Sub-total</b>	164,144	
	<b>Account Sub-total</b>		208,686
228-0000-331.09-22	2022-2023		\$ 164,292
	This allocation specifically covers the offsetting revenue for the CDBG Purchase Orders included in the carry-forward budget amendment mentioned above.	485,060	
	<b>Budget Change Sub-total</b>	485,060	
	<b>Account Sub-total</b>		649,352
232-0000-331.09-21	2021-2022		\$ 1,667,607
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	21,812	
	<b>Budget Change Sub-total</b>	21,812	
	<b>Account Sub-total</b>		1,689,419

**Revenues (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
255-0000-336.10-06	VA Cemetery		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	1,296,420	
	<b>Budget Change Sub-total</b>	1,296,420	
	<b>Account Sub-total</b>		1,296,420
349-0000-333.10-04	Department of the Treaury		\$ 14,915,440
	Allocate the available ARPA revenue and expense budgets in accordance with City Council's directive on October 3, 2023. These entries, associated with CIP projects, were intentionally withheld, anticipating the CIP rollover. They were not incorporated into the Budget Amendment presented to City Council on November 28, 2023.	895,874	
	<b>Budget Change Sub-total</b>	895,874	
	<b>Account Sub-total</b>		15,811,314
524-0000-332.15-02	USDOT-FAA		\$ 13,072,511
	The CIP project, GRK Pavement Management Program, was approved in FY 2023 but was not included in the adopted FY 2024 CIP as an ongoing project, which would have facilitated its inclusion in the CIP Rollover. This allocation is made to appropriate the remaining project amount.	53,595	
	<b>Budget Change Sub-total</b>	53,595	
	<b>Account Sub-total</b>		13,126,106
	<b>REVENUES TOTAL</b>	<b>\$ 4,796,850</b>	<b>\$ 34,819,003</b>

**Expenditures:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-2020-415.47-30	Accounting Services		\$ 37,667
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	24,999	
	<b>Budget Change Sub-total</b>	24,999	
	<b>Account Sub-total</b>		62,666
010-2305-418.46-50	Furniture & Fixtures		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	33,500	
	<b>Budget Change Sub-total</b>	33,500	
	<b>Account Sub-total</b>		33,500

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-3025-425.61-03	Infrastructure		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	15,812	
	<b>Budget Change Sub-total</b>	15,812	
	<b>Account Sub-total</b>		15,812
010-3027-429.46-06	Infrastructure		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	6,000	
	<b>Budget Change Sub-total</b>	6,000	
	<b>Account Sub-total</b>		6,000
010-3215-423.42-10	Building		\$ 7,620
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	18,864	
	Allocate additional funds for the in-house bathroom installation at the Main Library. Although funds were initially appropriated in FY 2023 for the bathroom remodel, the project could not be completed by year-end. Since it is an in-house project and not outsourced, it could not be encumbered.	33,000	
	<b>Budget Change Sub-total</b>	51,864	
	<b>Account Sub-total</b>		59,484
010-3215-423.46-50	Furniture & Fixtures		\$ 5,300
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	4,394	
	<b>Budget Change Sub-total</b>	4,394	
	<b>Account Sub-total</b>		9,694
010-3445-434.42-36	Traffic Signals		\$ 99,600
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	40,750	
	<b>Budget Change Sub-total</b>	40,750	
	<b>Account Sub-total</b>		140,350
010-4051-450.47-01	Consulting		\$ 50,000
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	31,000	
	<b>Budget Change Sub-total</b>	31,000	
	<b>Account Sub-total</b>		81,000

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-4051-450.47-99	Professional Services		\$ 40,000
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	5,403	
	<b>Budget Change Sub-total</b>	5,403	
	<b>Account Sub-total</b>		45,403
010-5570-429.42-06	Infrastructure		\$ 2,000
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	2,100	
	<b>Budget Change Sub-total</b>	2,100	
	<b>Account Sub-total</b>		4,100
010-5570-429.42-10	Building		\$ 21,616
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	4,250	
	<b>Budget Change Sub-total</b>	4,250	
	<b>Account Sub-total</b>		25,866
010-5570-429.47-99	Professional Services		\$ 17,500
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	37,500	
	<b>Budget Change Sub-total</b>	37,500	
	<b>Account Sub-total</b>		55,000
010-6035-441.41-65	Supplies		\$ 43,035
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	34,904	
	<b>Budget Change Sub-total</b>	34,904	
	<b>Account Sub-total</b>		77,939
010-6035-441.46-35	Equipment And Machinery		\$ 39,600
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	2,910	
	<b>Budget Change Sub-total</b>	2,910	
	<b>Account Sub-total</b>		42,510
010-6050-441.41-20	Uniforms & Clothing		\$ 316,695
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	118,761	
	<b>Budget Change Sub-total</b>	118,761	
	<b>Account Sub-total</b>		435,456
010-6050-441.41-65	Supplies		\$ 168,205
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	36,846	
	<b>Budget Change Sub-total</b>	36,846	
	<b>Account Sub-total</b>		205,051

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-6050-441.42-51	Vehicle		\$ 310,000
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	6,140	
	<b>Budget Change Sub-total</b>	6,140	
	<b>Account Sub-total</b>		316,140
010-5570-429.61-35	Equipment and Machinery		\$ -
	Allocate additional funds for the purchase of a crematorium at Animal Services. Despite the initial appropriation in FY 2023, the project faced delays due to necessary studies and challenges in obtaining quotes, keeping it in the planning stage by year-end. The purchase is still ongoing.	175,100	
	<b>Budget Change Sub-total</b>	175,100	
	<b>Account Sub-total</b>		175,100
010-6050-441.61-10	Motor Vehicles		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	46,316	
	<b>Budget Change Sub-total</b>	46,316	
	<b>Account Sub-total</b>		46,316
010-9501-491.44-85	Claims and Damages		\$ 150,000
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	79,557	
	<b>Budget Change Sub-total</b>	79,557	
	<b>Account Sub-total</b>		229,557
010-9501-491.47-11	Legal Services		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	130,936	
	<b>Budget Change Sub-total</b>	130,936	
	<b>Account Sub-total</b>		130,936
207-6000-441.55-62	Pass Thru Grants		\$ 45,568
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	59,805	
	<b>Budget Change Sub-total</b>	59,805	
	<b>Account Sub-total</b>		105,373
209-6000-441.61-40	Computer Equip/Software		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	138,149	
	<b>Budget Change Sub-total</b>	138,149	
	<b>Account Sub-total</b>		138,149

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
214-0705-457.61-50	Furniture & Fixtures		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	63,020	
	<b>Budget Change Sub-total</b>	63,020	
	<b>Account Sub-total</b>		63,020
214-2020-415.55-43	Grants to the Arts		\$ 405,611
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	69,297	
	<b>Budget Change Sub-total</b>	69,297	
	<b>Account Sub-total</b>		474,908
220-0405-414.61-40	Computer Equip/Software		\$ 73,535
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	35,802	
	<b>Budget Change Sub-total</b>	35,802	
	<b>Account Sub-total</b>		109,337
228-3245-426.50-86	Programs		\$ 264,684
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	27,195	
	<b>Budget Change Sub-total</b>	27,195	
	<b>Account Sub-total</b>		291,879
228-3250-426.50-86	Programs		\$ 906,021
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	760,164	
	<b>Budget Change Sub-total</b>	760,164	
	<b>Account Sub-total</b>		1,666,185
232-3250-426.40-05	Full-Time Salaries		\$ 63,839
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	8,409	
	<b>Budget Change Sub-total</b>	8,409	
	<b>Account Sub-total</b>		72,248
232-3250-426.40-25	Longevity		\$ 3,136
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	497	
	<b>Budget Change Sub-total</b>	497	
	<b>Account Sub-total</b>		3,633

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
232-3250-426.40-83	Dental Insurance		\$ 181
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	19	
	<b>Budget Change Sub-total</b>	19	
	<b>Account Sub-total</b>		200
232-3250-426.40-84	Life Insurance		\$ 15
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	2	
	<b>Budget Change Sub-total</b>	2	
	<b>Account Sub-total</b>		17
232-3250-426.40-85	Retirement-TMRS		\$ 9,872
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	1,352	
	<b>Budget Change Sub-total</b>	1,352	
	<b>Account Sub-total</b>		11,224
232-3250-426.40-87	Social Security		\$ 4,127
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	570	
	<b>Budget Change Sub-total</b>	570	
	<b>Account Sub-total</b>		4,697
232-3250-426.40-88	Medicare		\$ 965
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	134	
	<b>Budget Change Sub-total</b>	134	
	<b>Account Sub-total</b>		1,099

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
232-3250-426.40-89	Workers Comp		\$ 100
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	21	
	<b>Budget Change Sub-total</b>	21	
	<b>Account Sub-total</b>		121
232-3250-426.41-10	Office Supplies		\$ 90
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	500	
	<b>Budget Change Sub-total</b>	500	
	<b>Account Sub-total</b>		590
232-3250-426.44-28	Notices Required by Law		\$ 2,000
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	1,688	
	<b>Budget Change Sub-total</b>	1,688	
	<b>Account Sub-total</b>		3,688
232-3250-426.47-30	Accounting Services		\$ -
	Carry forward unspent HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) funding from FY 2023, primarily resulting from the retirement of a former employee.	8,620	
	<b>Budget Change Sub-total</b>	8,620	
	<b>Account Sub-total</b>		8,620
234-8934-493.69-01	Design/Engineering		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	1,482,000	
	<b>Budget Change Sub-total</b>	1,482,000	
	<b>Account Sub-total</b>		1,482,000
235-8940-493.50-75	Façade Grants		\$ 100,000
	TIRZ board approved \$100k for FY 2023 facade grants. Unable to finalize applications by the PO deadline, allocating the remaining balance to FY 2024 for processing.	20,225	
	<b>Budget Change Sub-total</b>	20,225	
	<b>Account Sub-total</b>		120,225

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
235-8940-493.69-01	Design/Engineering		\$ 3,008,624
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	14,030	
	The CIP project, Skylark Field AWOS Relocation, was approved in FY 2023 but was not included in the adopted FY 2024 CIP as an ongoing project, which would have facilitated its inclusion in the CIP Rollover. This allocation is made to appropriate the remaining project amounts.	76,100	
	<b>Budget Change Sub-total</b>	90,130	
	<b>Account Sub-total</b>		3,098,754
235-8940-493.69-03	Construction		\$ -
	The CIP project, Skylark Field AWOS Relocation, was approved in FY 2023 but was not included in the adopted FY 2024 CIP as an ongoing project, which would have facilitated its inclusion in the CIP Rollover. This allocation is made to appropriate the remaining project amounts.	200,000	
	<b>Budget Change Sub-total</b>	200,000	
	<b>Account Sub-total</b>		200,000
240-5015-417.46-35	Equipment And Machinery		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	3,594	
	<b>Budget Change Sub-total</b>	3,594	
	<b>Account Sub-total</b>		3,594
248-3445-434.42-36	Traffic Signals		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	3,362	
	<b>Budget Change Sub-total</b>	3,362	
	<b>Account Sub-total</b>		3,362
248-3445-434.42-37	Signs		\$ 78,416
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	47,240	
	<b>Budget Change Sub-total</b>	47,240	
	<b>Account Sub-total</b>		125,656
255-3036-425.40-05	Full-Time Salaries		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	750,293	
	<b>Budget Change Sub-total</b>	750,293	
	<b>Account Sub-total</b>		750,293

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
255-3036-425.40-82	Medical Insurance		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	79,074	
	<b>Budget Change Sub-total</b>	79,074	
	<b>Account Sub-total</b>		79,074
255-3036-425.40-83	Dental Insurance		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	3,076	
	<b>Budget Change Sub-total</b>	3,076	
	<b>Account Sub-total</b>		3,076
255-3036-425.40-84	Life Insurance		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	257	
	<b>Budget Change Sub-total</b>	257	
	<b>Account Sub-total</b>		257
255-3036-425.40-85	Retirement - TMRS		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	89,643	
	<b>Budget Change Sub-total</b>	89,643	
	<b>Account Sub-total</b>		89,643
255-3036-425.40-87	Social Security		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	37,809	
	<b>Budget Change Sub-total</b>	37,809	
	<b>Account Sub-total</b>		37,809
255-3036-425.40-88	Medicare		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	8,842	
	<b>Budget Change Sub-total</b>	8,842	
	<b>Account Sub-total</b>		8,842

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
255-3036-425.40-89	Workers Compensation		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	10,129	
	<b>Budget Change Sub-total</b>	10,129	
	<b>Account Sub-total</b>		10,129
255-3036-425.41-10	Office		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	249	
	<b>Budget Change Sub-total</b>	249	
	<b>Account Sub-total</b>		249
255-3036-425.41-30	Fuel		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	11,000	
	<b>Budget Change Sub-total</b>	11,000	
	<b>Account Sub-total</b>		11,000
255-3036-425.41-65	Supplies		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	34,271	
	<b>Budget Change Sub-total</b>	34,271	
	<b>Account Sub-total</b>		34,271
255-3036-425.41-70	Cleaning Supplies		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	5,075	
	<b>Budget Change Sub-total</b>	5,075	
	<b>Account Sub-total</b>		5,075

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
255-3036-425.41-75	Medical & Chemical		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	973	
	<b>Budget Change Sub-total</b>	973	
	<b>Account Sub-total</b>		973
255-3036-425.42-10	Building		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	6,622	
	<b>Budget Change Sub-total</b>	6,622	
	<b>Account Sub-total</b>		6,622
255-3036-425.42-33	Equipment And Machinery		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	13,750	
	<b>Budget Change Sub-total</b>	13,750	
	<b>Account Sub-total</b>		13,750
255-3036-425.42-90	Repair And Maintenance		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	13,200	
	<b>Budget Change Sub-total</b>	13,200	
	<b>Account Sub-total</b>		13,200
255-3036-425.44-05	Telephone		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	990	
	<b>Budget Change Sub-total</b>	990	
	<b>Account Sub-total</b>		990
255-3036-425.44-08	Waste Disposal		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	2,200	
	<b>Budget Change Sub-total</b>	2,200	
	<b>Account Sub-total</b>		2,200

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
255-3036-425.44-09	Internet Service		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	12,100	
	<b>Budget Change Sub-total</b>	12,100	
	<b>Account Sub-total</b>		12,100
255-9501-491.44-18	ISF Info Technology Service		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	98,801	
	<b>Budget Change Sub-total</b>	98,801	
	<b>Account Sub-total</b>		98,801
255-9501-491.90-10	Transfer to Fund 010		\$ -
	Allocate funds per CCMR 23-206R, approved by City Council on 12-19-2023, to enter into an Interlocal Agreement for Cemetery Management and Operation Services for the Texas State Veterans Cemetery.	118,066	
	<b>Budget Change Sub-total</b>	118,066	
	<b>Account Sub-total</b>		118,066
349-8930-493.69-03	Construction		\$ 8,413,120
	Allocate the available ARPA revenue and expense budgets in accordance with City Council's directive on October 3, 2023. These entries, associated with CIP projects, were intentionally withheld, anticipating the CIP rollover. They were not incorporated into the Budget Amendment presented to City Council on November 28, 2023.	50,000	
	<b>Budget Change Sub-total</b>	50,000	
	<b>Account Sub-total</b>		8,463,120
349-8932-493.42-10	Building		\$ 998,605
	Allocate the available ARPA revenue and expense budgets in accordance with City Council's directive on October 3, 2023. These entries, associated with CIP projects, were intentionally withheld, anticipating the CIP rollover. They were not incorporated into the Budget Amendment presented to City Council on November 28, 2023.	560,704	
	<b>Budget Change Sub-total</b>	560,704	
	<b>Account Sub-total</b>		1,559,309

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
349-8970-493.69-03	Construction		\$ 13,231,400
	Allocate the available ARPA revenue and expense budgets in accordance with City Council's directive on October 3, 2023. These entries, associated with CIP projects, were intentionally withheld, anticipating the CIP rollover. They were not incorporated into the Budget Amendment presented to City Council on November 28, 2023.	285,170	
	<b>Budget Change Sub-total</b>	285,170	
	<b>Account Sub-total</b>		13,516,570
387-8934-493.47-11	Legal Services		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	36,011	
	<b>Budget Change Sub-total</b>	36,011	
	<b>Account Sub-total</b>		36,011
388-8934-493.61-40	Computer Equip/Software		\$ -
	The CIP project, Solid Waste Hardware Conversion, was approved in FY 2023 but was not included in the adopted FY 2024 CIP as an ongoing project, which would have facilitated its inclusion in the CIP Rollover. This allocation is made to appropriate the remaining project amount.	185,000	
	<b>Budget Change Sub-total</b>	185,000	
	<b>Account Sub-total</b>		185,000
523-8905-493.69-01	Design/Engineering		\$ 16,875
	The CIP project, GRK Pavement Management Program, was approved in FY 2023 but was not included in the adopted FY 2024 CIP as an ongoing project, which would have facilitated its inclusion in the CIP Rollover. This allocation is made to appropriate the remaining project amount.	5,955	
	<b>Budget Change Sub-total</b>	5,955	
	<b>Account Sub-total</b>		22,830
524-0515-521.69-01	Design/Engineering		\$ 1,142,780
	The CIP project, GRK Pavement Management Program, was approved in FY 2023 but was not included in the adopted FY 2024 CIP as an ongoing project, which would have facilitated its inclusion in the CIP Rollover. This allocation is made to appropriate the remaining project amount.	53,595	
	<b>Budget Change Sub-total</b>	53,595	
	<b>Account Sub-total</b>		1,196,375

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
525-0507-521.61-02	Buildings		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	82,863	
	<b>Budget Change Sub-total</b>	82,863	
	<b>Account Sub-total</b>		82,863
526-0512-521.47-01	Consulting		\$ 49,900
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	12,170	
	<b>Budget Change Sub-total</b>	12,170	
	<b>Account Sub-total</b>		62,070
550-3415-437.42-33	Equipment And Machinery		\$ 78,226
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	37,887	
	<b>Budget Change Sub-total</b>	37,887	
	<b>Account Sub-total</b>		116,113
550-3415-437.47-11	Legal Services		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	27,634	
	<b>Budget Change Sub-total</b>	27,634	
	<b>Account Sub-total</b>		27,634
550-4035-452.47-20	Engineering Services		\$ 85,000
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	26,937	
	<b>Budget Change Sub-total</b>	26,937	
	<b>Account Sub-total</b>		111,937
623-2311-418.46-50	Furniture & Fixtures		\$ -
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	8,500	
	<b>Budget Change Sub-total</b>	8,500	
	<b>Account Sub-total</b>		8,500
627-2705-419.61-40	Computer Equip/Software		\$ 1,060,793
	Carry forward funds encumbered in the previous year but not yet spent due to delays in receiving services or goods.	21,000	
	<b>Budget Change Sub-total</b>	21,000	
	<b>Account Sub-total</b>		1,081,793
	<b>EXPENDITURES TOTAL</b>	<b>\$ 6,600,683</b>	<b>\$ 37,953,004</b>

**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 38 and 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 law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this the 30th day of January 2024, 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 As To Form:**

\_\_\_\_\_  
Holli C. Clements  
CITY ATTORNEY

**Approved:**

\_\_\_\_\_  
Debbie Nash-King  
MAYOR

**Attest:**

\_\_\_\_\_  
Laura J. Calcote  
CITY SECRETARY



**FY 2024**

**BUDGET AMENDMENT**

**PH-24-002**

**January 23, 2024**

# Budget Amendment Overview

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## General Fund

- PO Budget Carry Forward
- ARPA Revenue Carry Forward
- Main Library-Bathroom Remodel
- Animal Services-Equipment

## Special Revenue Funds

- PO Budget Carry Forward
- HOT ARPA Revenue Carry Forward
- HOME ARP Carry Forward
- TIRZ
  - Façade Grants
  - Skylark Field AWOS Carry Forward
- Establish Central Texas State VA Cemetery Fund

## Enterprise & Internal Service Funds

- PO Budget Carry Forward

## Capital Project Funds

- PO Budget Carry Forward
- Carry Forward CIP Projects
  - Solid Waste Hardware Conversion
  - GRK Pavement Management Program

# Budget Amendment General Fund

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<b>Description</b>	<b>FY 2024 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
Department of the Treasury	\$ -	\$ 1,582,028	\$ 1,582,028
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 1,582,028</b>	<b>\$ 1,582,028</b>
PO Carry Forwards	\$ 1,308,838	\$ 680,942	\$ 1,989,780
Building	7,620	33,000	40,620
Equipment and Machinery	-	175,100	175,100
<b>Total Expense</b>	<b>\$ 1,316,458</b>	<b>\$ 889,042</b>	<b>\$ 2,205,500</b>

# Budget Amendment Special Revenue Funds

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## Central Texas State VA Cemetery Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
VA Cemetery	\$ -	\$ 1,296,420	\$ 1,296,420
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 1,296,420</b>	<b>\$ 1,296,420</b>
Personnel Services	-	979,123	979,123
Supplies	-	51,568	51,568
Repair and Maintenance	-	33,572	33,572
Support Services	-	15,290	15,290
ISF Info Technology Service	-	98,801	98,801
Transfer to General Fund	-	118,066	118,066
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 1,296,420</b>	<b>\$ 1,296,420</b>

# Budget Amendment Special Revenue Funds (continued)

**Law Enforcement Grant**

<b>Description</b>	<b>FY 2024 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
PO Carry Forwards	\$ 45,568	59,805	\$ 105,373
<b>Total Expense</b>	<b>\$ 45,568</b>	<b>\$ 59,805</b>	<b>\$ 105,373</b>

**Police Federal Seizure Fund**

<b>Description</b>	<b>FY 2024 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
PO Carry Forwards	\$ -	\$ 138,149	\$ 138,149
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 138,149</b>	<b>\$ 138,149</b>

**PEG Fund**

<b>Description</b>	<b>FY 2024 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
PO Carry Forwards	\$ 73,535	\$ 35,802	\$ 109,337
<b>Total Expense</b>	<b>\$ 73,535</b>	<b>\$ 35,802</b>	<b>\$ 109,337</b>

# Budget Amendment Special Revenue Funds (continued)

### Street Maintenance Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ -	\$ 1,482,000	\$ 1,482,000
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 1,482,000</b>	<b>\$ 1,482,000</b>

### Court Technology Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ -	\$ 3,594	\$ 3,594
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 3,594</b>	<b>\$ 3,594</b>

### Child Safety Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ 78,416	\$ 50,602	\$ 129,018
<b>Total Expense</b>	<b>\$ 78,416</b>	<b>\$ 50,602</b>	<b>\$ 129,018</b>

# Budget Amendment Special Revenue Funds (continued)

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## Tax Increment Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ 3,008,624	\$ 14,030	\$ 3,022,654
Façade Grants	100,000	20,225	120,225
Design/Engineering	3,008,624	76,100	3,084,724
Construction	-	200,000	200,000
<b>Total Expense</b>	<b>\$ 6,117,248</b>	<b>\$ 310,355</b>	<b>\$ 6,427,603</b>

## Hotel Occupancy Tax Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
Department Of The Treaury	\$ -	\$ 159,762	\$ 159,762
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 159,762</b>	<b>\$ 159,762</b>
PO Carry Forwards	\$ 405,611	\$ 132,317	\$ 537,928
<b>Total Expense</b>	<b>\$ 405,611</b>	<b>\$ 132,317</b>	<b>\$ 537,928</b>

# Budget Amendment Special Revenue Funds (continued)

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## CDBG Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
2018-2019	\$ -	\$ 32,110	\$ 32,110
2019-2020	-	78,850	78,850
2020-2021	157,761	27,195	184,956
2021-2022	44,542	164,144	208,686
2022-2023	164,292	485,060	649,352
<b>Total Revenue</b>	<b>\$ 366,595</b>	<b>\$ 787,359</b>	<b>\$ 1,153,954</b>
PO Carry Forwards	\$ 1,170,705	\$ 787,359	\$ 1,958,064
<b>Total Expense</b>	<b>\$ 1,170,705</b>	<b>\$ 787,359</b>	<b>\$ 1,958,064</b>

# Budget Amendment Special Revenue Funds (continued)

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## HOME ARP Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
Program Income	\$ 1,667,607	\$ 21,812	\$ 1,689,419
<b>Total Revenue</b>	<b>\$ 1,667,607</b>	<b>\$ 21,812</b>	<b>\$ 1,689,419</b>
Personnel Services	82,235	11,004	93,239
Supplies	90	500	590
Support Services	2,000	1,688	3,688
Professional Services	-	8,620	8,620
<b>Total Expense</b>	<b>\$ 84,325</b>	<b>\$ 21,812</b>	<b>\$ 106,137</b>

# Budget Amendment Enterprise Funds

## Aviation Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ -	82,863	\$ 82,863
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 82,863</b>	<b>\$ 82,863</b>

## Water & Sewer Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ 163,226	\$ 92,458	\$ 255,684
<b>Total Expense</b>	<b>\$ 163,226</b>	<b>\$ 92,458</b>	<b>\$ 255,684</b>

# Budget Amendment Internal Service Funds

## Risk Management ISF

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ -	8,500	\$ 8,500
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 8,500</b>	<b>\$ 8,500</b>

## Information Technology ISF

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ 1,060,793	21,000	\$ 1,081,793
<b>Total Expense</b>	<b>\$ 1,060,793</b>	<b>\$ 21,000</b>	<b>\$ 1,081,793</b>

# Budget Amendment Capital Project Funds

## Governmental Capital Projects Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
Department of the Treasury	\$ 14,915,440	\$ 895,874	\$ 15,811,314
<b>Total Revenue</b>	<b>\$ 14,915,440</b>	<b>\$ 895,874</b>	<b>\$ 15,811,314</b>
Construction	\$ 8,413,120	\$ 50,000	\$ 8,463,120
Building	998,605	560,704	1,559,309
Construction	13,231,400	285,170	13,516,570
<b>Total Expense</b>	<b>\$ 22,643,125</b>	<b>\$ 895,874</b>	<b>\$ 23,538,999</b>

# Budget Amendment Capital Project Funds (continued)

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## W&S Capital Projects Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
PO Carry Forwards	\$ -	\$ 36,011	\$ 36,011
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 36,011</b>	<b>\$ 36,011</b>

## Solid Waste Capital Projects Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
Computer Equip/Software	\$ -	\$ 185,000	\$ 185,000
<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 185,000</b>	<b>\$ 185,000</b>

# Budget Amendment Capital Project Funds (continued)

### Aviation Capital Projects Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
Design/Engineering	\$ 16,875	\$ 5,955	\$ 22,830
<b>Total Expense</b>	<b>\$ 16,875</b>	<b>\$ 5,955</b>	<b>\$ 22,830</b>

### Aviation AIP Grants Fund

Description	FY 2024 Budget	Budget Change	Amended Budget
USDOT-FAA	\$ 13,072,511	\$ 53,595	\$ 13,126,106
<b>Total Revenue</b>	<b>\$ 13,072,511</b>	<b>\$ 53,595</b>	<b>\$ 13,126,106</b>
Design/Engineering	\$ 1,142,780	\$ 53,595	\$ 1,196,375
<b>Total Expense</b>	<b>\$ 1,142,780</b>	<b>\$ 53,595</b>	<b>\$ 1,196,375</b>

# Budget Amendment Capital Project Funds (continued)

## Aviation Customer Facility Charge Fund

<b>Description</b>	<b>FY 2024 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
PO Carry Forwards	\$ 49,900	\$ 12,170	\$ 62,070
<b>Total Expense</b>	<b>\$ 49,900</b>	<b>\$ 12,170</b>	<b>\$ 62,070</b>

# Recommendation

16

City Council approve the ordinance amending the  
FY 2024 Annual Budget