



City of Killeen

Agenda

City Council

Tuesday, March 19, 2024

5:00 PM

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

Call to Order and Roll Call

___ Debbie Nash-King, Mayor	___ Jessica Gonzalez
___ Ramon Alvarez	___ Jose Segarra
___ Michael Boyd	___ Joseph Solomon
___ Nina Cobb	___ Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-24-008](#) Killeen Star Award

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.

Resolutions

2. [RS-24-053](#) Consider a memorandum/resolution approving the Amended and Restated Certificate of Formation of Killeen Public Facility Corporation.
Attachments: [Resolution Approving Amended and Restated Certificate of Formation](#)
[Amended and Restated Certificate of Formation](#)
[Certificate of Amendment](#)
[Certificate of City Secretary](#)
[Presentation](#)

Discussion Items

3. [DS-24-021](#) Total Solar Eclipse Briefing

Attachments: [Presentation](#)

Consent Agenda

4. [MN-24-006](#) Consider Minutes of Regular City Council Meeting of February 13, 2024.

5. [RS-24-042](#) Consider a memorandum/resolution approving the investment report for the quarter ended December 31, 2023.

Attachments: [Quarterly Investment Report](#)
[Presentation](#)

6. [RS-24-043](#) Consider a memorandum/resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the W. Rancier Avenue Project.

Attachments: [Agreement](#)
[Project Budget](#)
[Presentation](#)

7. [RS-24-044](#) Consider a memorandum/resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Chaparral Road Phase 1 Project.

Attachments: [Agreement](#)
[Project Budget](#)
[Presentation](#)

8. [RS-24-045](#) Consider a memorandum/resolution authorizing the City of Killeen to enter into a Memorandum of Agreement with the United States Army Garrison Fort Cavazos for the Cen-Tex Sustainable Communities Partnership.

Attachments: [Agreement](#)
[Presentation](#)

9. [RS-24-046](#) Consider a memorandum/resolution authorizing the award of Bid No. 24-28, Pump Station No. 2 Rehabilitation Project, to Barsh Construction with a contract, in the amount of \$2,272,859.14.

Attachments: [Bid Proposal](#)
[Notice of Award](#)
[Letter of Recommendation](#)
[Certificate of Interested Parties](#)
[Presentation](#)

10. [RS-24-047](#) Consider a memorandum/resolution approving the replacement of the Municipal Court audio visual system with GTS Technology Solutions, in an amount of \$52,619.64.
Attachments: [Quote](#)
[Contract Verification Form](#)
[Certificate of Interested Parties](#)
[Presentation](#)
11. [RS-24-048](#) Consider a memorandum/resolution authorizing the renewal of annual maintenance agreement of Municipal Court Software, in an amount of \$258,282.
Attachments: [Contract Amendment](#)
[Contract Verification Form](#)
[Presentation](#)
12. [RS-24-049](#) Consider a memorandum/resolution appointing presiding and alternate judges for the May 4, 2024 General Election.
Attachments: [Presentation](#)
13. [RS-24-050](#) Consider a memorandum/resolution accepting approximately fifteen (15) parcels totaling 63.5 acres for future park development through a Prior Land Dedication Credit to Offset Future Parkland Dedication Agreement.
Attachments: [Agreement](#)
[Presentation](#)
14. [RS-24-051](#) Consider a memorandum/resolution renaming the Fort Hood Regional Trail to Fort Cavazos Regional Trail.
Attachments: [Presentation](#)
15. [RS-24-052](#) Consider a memorandum/resolution appointing members to the Bond Advisory Committee.
Attachments: [Presentation](#)

Public Hearings

17. [PH-24-007](#) HOLD a public hearing and consider an ordinance amending Chapter 8 of the City of Killeen Code of Ordinances by amending Section 8-1 and adding Section 8-242 establishing water use standards and providing for the implementation of a vehicle wash facility annual certification program.
Attachments: [Ordinance](#)
[Minutes](#)
[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 March 15, 2024.

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.

- Killeen Citizens Academy Commencement Ceremony, March 21, 2024, 6:00 p.m., Killeen Civic and Conference Center*
- My Legacy Gala presented by the Central Herencia Foundation and LULAC Herencia Council #4297, March 30, 2024, 6:00 p.m., Killeen Arts and Activity Center*
- Dinner Under the Stars, April 6, 2024, 6:00 p.m., CTC Planetarium - Campus of Central Texas College*
- 40th Annual NAACP Freedom Fund/Scholarship Banquet, April 12, 2024, 6:00 p.m., Killeen Civic and Conference Center*
- Homecoming for Heroes VIII, April 20, 2024, 5:30 p.m., SC River Ranch*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-24-008

Killeen Star Award



City of Killeen

Staff Report

File Number: RS-24-053

Consider a memorandum/resolution approving the Amended and Restated Certificate of Formation of Killeen Public Facility Corporation.

DATE: March 19, 2024

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Amended and Restated Certificate of Formation of the Killeen Public Facility Corporation

BACKGROUND AND FINDINGS:

The City Council created the Killeen Public Facility Corporation (PFC) in January 2021. The Certificate of Formation (COF) currently limits the purpose of the PFC to assisting the City through a public private partnership with the NRP Group for a mixed income apartment complex.

The PFC recently passed a non-binding resolution subject to amendment of the COF to support the Avanti Legacy Parkview Apartments transaction. To continue to support the Avanti project, the Certificate of Formation must be amended to broaden the PFC's purpose to allow it to participate in additional projects.

Pursuant to the Public Facility Corporation Act, the COF may be amended by resolution of the City Council.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Staff recommends approval of the Amended and Restated Certificate of Formation to broaden the PFC's purpose to allow it to participate in additional projects.

CONFORMITY TO CITY POLICY:

This item conforms to applicable policy and law.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends approval of the Amended and Restated Certificate of Formation to broaden the PFC's purpose to allow it to participate in additional projects.

DEPARTMENTAL CLEARANCES:

N/A

ATTACHED SUPPORTING DOCUMENTS:

Resolution Approving Amended and Restated Certificate of Formation
Amended and Restated Certificate of Formation
Certificate of Amendment
Certificate of City Secretary
Presentation

RESOLUTION NO. ____

A RESOLUTION APPROVING AMENDED AND RESTATED CERTIFICATE OF FORMATION OF KILLEEN PUBLIC FACILITY CORPORATION; APPROVING THE CHANGES TO THE PURPOSES OF THEREOF; APPROVING THE FORM OF SUCH AMENDMENT AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, on January 12, 2021, the City of Killeen, Texas (the “City”) authorized the creation of the Killeen Public Facility Corporation (the “KPFC”) as a public facility corporation pursuant to Chapter 303 of the Texas Local Government Code, as amended (the “Act”);

WHEREAS, the City desires to amend the Certificate of Formation (the “Original Certificate”) of KPFC to reflect the purpose of the KPFC is to provide broadly for the financing, refinancing, acquisition, and construction of “public facilities” as defined in Section 303.003 of the Act, including, but not limited to, single family and multifamily housing;

WHEREAS, pursuant to Section 303.024 of the Act, it is necessary for the City Council of the City (the “City Council”), as the governing body of the City, to authorize and approve amendments to the Original Certificate as reflected in the Amended and Restated Certificate and approve the form of such amendments;

WHEREAS, the City Council has determined that it is in the public interest and to the benefit of the citizens of the State of Texas and the residents of the City of Killeen to authorize and approve the amendments to the Original Certificate as reflected in the Amended and Restated Certificate of Formation attached hereto as Exhibit A (the “Amended and Restated Certificate”); and

WHEREAS, the City Council has considered the Amended and Restated Certificate and has found and determined that it is in proper form and content and should be approved; and

WHEREAS, City staff recommends that the City Council authorize and approve the Amended and Restated Certificate and the form of such amendments;

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

Section 1. The City Council hereby authorizes and approves the Amended and Restated Certificate (the “Resolution”).

Section 2. The City Council consents to and approves the form of the amendments to the Original Certificate and terms of such amendments as reflected in the Amended and Restated Certificate.

Section 3. The Amended and Restated Certificate shall take effect upon the issuance of the Certificate of Amendment by the Secretary of State of the State of Texas.

Section 4. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City.

Section 6. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED, this the 19th day of March, 2024.

* * *

Mayor

ATTEST:

_____, City Secretary

**AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
KILLEEN PUBLIC FACILITY CORPORATION**

Pursuant to the provisions of Chapter 303 of the Texas Local Government Code (the “Act”), as amended, and specifically Section 303.029 of the Act, the undersigned nonprofit public facility corporation adopts, with the approval of the City Council of the City (the “Governing Body”), as evidenced by the Resolution attached hereto as Exhibit A and made a part hereof for all purposes, the following Amended and Restated Certificate of Formation (this “Amended and Restated Certificate”), which shall amend and restate in its entirety the Certificate of Formation (the “Original Certificate”) filed in the office of the Secretary of State of the State of Texas (the “SOS”) on January 22, 2021, and which such Amended and Restated Certificate accurately copies the Original Certificate and all amendments that are in effect of the date of filing without further changes:

**ARTICLE ONE
NAME**

The name of the Corporation is the Killeen Public Facility Corporation (the “Corporation”). The filing number issued to the Corporation by the SOS is 803907943.

**ARTICLE TWO
DURATION**

Subject to the provisions of Article Eleven hereof, the period of duration of the Corporation is perpetual.

**ARTICLE THREE
PURPOSE AND LIMITATIONS**

(a) The Corporation is organized exclusively for the purpose of assisting the City of Killeen (the “City”) in financing, refinancing, or providing public facilities. The Corporation shall have and possess the broadest possible powers to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities in an orderly, planned manner and at the lowest possible borrowing costs. The Corporation is further authorized to acquire an interest in any partnership or other entity in order to accomplish any of the above purposes. The Corporation is a public nonprofit corporation, a constituted authority, and a public instrumentality within the meaning of the Act, the United States Treasury Department, the rulings of the Internal Revenue Service prescribed and promulgated pursuant to sections 103 and 141 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City as provided in this Amended and Restated Certificate. The Corporation is not authorized to issue “bonds” as defined and permitted by the Act; provided, however, that notwithstanding the foregoing, the Corporation may enter into any contracts and agreements, and incur such other obligations, as permitted under the Act, without first receiving Governing Body approval

The Corporation will not advertise or hold out to the public in any manner that it is a state or national bank, trust company or depository institution, or that it is authorized to conduct banking or trust business.

(b) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (a) of this Article, together with all of the other powers granted to the corporations that are incorporated under the Act and to the extent not in conflict with the Act, the

Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas (the "State") to nonprofit corporations under the Texas Nonprofit Corporation Law, Chapter 22 of the Texas Business Organizations Code, as amended, or any other applicable laws of the State.

(c) The Corporation shall have the purposes and powers permitted by the Act, but the Corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax, eminent domain, and police power. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code, as amended), the Corporation is a governmental unit, and its actions are governmental functions.

(d) No bonds or other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, other debt instruments, or other obligations or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the State, the City, or any other political corporation, subdivision or agency of the State, or a pledge of the faith and credit of any of them. Any and all of such contracts, agreements, other debt instruments, and other obligations, contracts and agreements shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by the Act and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

(e) The Governing Body, in its sole discretion, may alter the Corporation's structure, name, organization, programs, or activities, consistent with the Act and subject to limitations provided by law relating to the impairment of contracts entered into by the Corporation.

ARTICLE FOUR FINANCING

(a) The Corporation shall not sell or deliver any bonds.

(b) In the exercise of the powers of the Corporation, the Corporation may enter into loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation.

ARTICLE FIVE MEMBERS

The Corporation has no members and is a nonstock corporation.

ARTICLE SIX AMENDMENTS

This Amended and Restated Certificate may be amended at any time as provided in the Act, to make any changes and add any provisions which might have been included in the Certificate of Formation in the first instance. The Governing Body may, at its sole discretion, and at any time, amend this Amended and Restated Certificate and alter or change the structure, name, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to Article Thirteen and the provisions of the Act, and subject to any limitation provided by the constitutions and laws of the impairment of contract entered into by the Corporation) by a resolution adopting the certificate of amendment or certificate of termination at a meeting of the Governing Body, and delivering a certificate of amendment or certificate of termination to the Secretary of State, as provided in the Act. An amended and restated certificate of formation may be filed with the Secretary of State as provided in the Act.

**ARTICLE SEVEN
ADDRESS**

The street address of the registered office of the Corporation is 101 N. College Street, Killeen, Texas 76541, and the name of its registered agent at that address is City Manager Kent Cagle.

**ARTICLE EIGHT
BOARD OF DIRECTORS**

(a) The affairs of the Corporation shall be managed by, and all powers of the Corporation shall be vested in, a board of directors (the "Board of Directors"), which shall be composed of the Mayor and Councilmembers of the City (each, a "Director"). Each Director's term will be coterminous with their term as Mayor or as a Councilmember of the City. Any Director shall cease to be a Director at the time he or she ceases to be a member of the Governing Body. Each time a new Mayor or Councilmember of the City takes office, they shall automatically become a member of the Board of Directors. Directors are removable by the Governing Body under the same terms, conditions, and procedures as required for the removal of members of the Governing Body. A majority of the entire membership of the Board of Directors, including any vacancies, is a quorum. The Board of Directors shall conduct all meetings within the boundaries of the City.

(b) The number of directors of the Corporation is eight. The names and street addresses of the persons who are current Directors are as follows:

Names	Addresses
Jessica Gonzalez	101 N. College Street, Killeen, Texas 76541
Michael Boyd	101 N. College Street, Killeen, Texas 76541
Debbie Nash-King	101 N. College Street, Killeen, Texas 76541
Nina Cobb	101 N. College Street, Killeen, Texas 76541
Jose L. Segarra	101 N. College Street, Killeen, Texas 76541
Ramon Alvarez	101 N. College Street, Killeen, Texas 76541
Joseph Solomon	101 N. College Street, Killeen, Texas 76541
Riakos Adams	101 N. College Street, Killeen, Texas 76541

(c) The Directors shall serve without compensation, but they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors.

(d) The Directors shall elect a president, vice president, secretary, and any other officers that the Corporation considers necessary, to serve as executive officers of the Corporation, as more specifically provided in the Corporation's Bylaws. The City Manager shall serve as an Assistant Secretary to the Corporation.

(e) Any Director or officer may resign at any time, and a successor shall be appointed in accordance with the procedures set forth in the Bylaws.

ARTICLE NINE BYLAWS

The initial Bylaws of the Corporation have been adopted by the Board of Directors and shall, together with this Amended and Restated Certificate, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and this Amended and Restated Certificate. The Bylaws and each amendment and repeal of the Bylaws must be approved by the Governing Body by a resolution.

ARTICLE TEN GOVERNING BODY APPROVAL

(a) The City has specifically authorized the Corporation by resolution to act on its behalf to further the public purposes stated in this Amended and Restated Certificate, and the City has by the Resolution attached hereto as Exhibit A, approved this Amended and Restated Certificate. The date of approval of this Amended and Restated Certificate by the Governing Body is March 19, 2024, at which time this Amended and Restated Certificate was determined to be advisable and was authorized by a majority vote of the members of the Governing Body. A copy of the Resolution is on file among the permanent public records of the City and the Corporation. As set forth in Article Six, the Governing Body, in its sole discretion, may alter the Corporation's structure, name, organization, programs, or activities, consistent with the provisions of the Act.

(b) The City is the Corporation's "Sponsor" (as defined by the Act) and has caused this Corporation to be created. The City's principal office address is 101 N. College Street, Killeen, Texas 76541, and the Corporation's principal office address is 101 N. College Street, Killeen, Texas 76541.

ARTICLE ELEVEN DISSOLUTION

(a) The duration of the Corporation is perpetual.

(b) The Governing Body, by written resolution, may authorize and direct the dissolution of the Corporation. However, the Corporation shall not be dissolved, and its business shall not be terminated, by act of the Governing Body or otherwise, so long as the Corporation shall be obligated to pay any debt obligation.

(c) No action shall be taken pursuant to paragraph (a) of this Article or pursuant to paragraph (b) of Article Twelve of this Amended and Restated Certificate, in any manner or at any time that would impair any contract, lease, right, or other obligation executed, granted, or incurred by the Corporation prior to such action.

**ARTICLE TWELVE
MISCELLANEOUS**

(a) All properties owned by the Corporation shall be held for the use and benefit of the public on a nondiscriminatory basis.

(b) No dividends shall ever be paid by the Corporation, and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its directors or officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered and expenses incurred.

(c) If, after the close of any fiscal year, the Board of Directors shall determine that sufficient provision has been made for the full payment of all current and future expenses and needs of the Corporation, together with all amounts payable on the contracts, agreements, and other obligations of the Corporation, and that all of the terms, provisions, and covenants therein have been met, then any net earnings derived from sources thereafter accruing in connection with public facilities financed or refinanced pursuant to the Act may be provided to the City.

(d) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction of debts and claims.

(e) No part of the Corporation's activities shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate for public office.

(f) Every amendment to the Original Certificate contained in this Amended and Restated Certificate has been made in conformity with the Act.

(g) This Amended and Restated Certificate accurately copies the Original Certificate and all previous amendments in effect on the date hereof, as further amended by the amendments in this Amended and Restated Certificate.

**ARTICLE THIRTEEN
DIRECTOR LIABILITY; INDEMNIFICATION**

(a) To the fullest extent permitted by State law, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitations than permitted prior to such amendment), a member of the Board of Directors shall not be liable, or shall be liable only to the extent provided in this Amended and Restated Certificate, to the Corporation for monetary damages for an act or omission in the director's capacity as a director. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a member of the Board of Directors existing at the time of such repeal or amendment.

(b) The Corporation may indemnify any director, officer, employee or agent or former director, officer, employee or agent of the Corporation for expenses and costs, including attorney's fees, actually or necessarily incurred by the person in connection with any claim asserted against the person, by action in

court or other forum, by reason of such person having been a director, officer, employee or other agent, except that the Corporation may not provide indemnity in a matter if the director, officer, employee, or agent is guilty of negligence or misconduct in relation to the matter.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Certificate as of _____, 2024

_____, President
Killeen Public Facility Corporation

_____, City Secretary

EXHIBIT A

Approving Resolution of the City

**CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF KILLEEN PUBLIC FACILITY CORPORATION
WITH NEW AMENDMENTS**

Killeen Public Facility Corporation, a Texas nonprofit public facility corporation (the “*Corporation*”), by and through the undersigned authorized officer, hereby adopts the following amended and restated certificate of formation (the “*Amended and Restated Certificate of Formation*” which is attached hereto as Appendix A) in accordance with the Texas Business Organizations Code (the “*TBOC*”) and Chapter 303 of the Texas Local Government Code (the “*Act*”).

1. The name of the Corporation is Killeen Public Facility Corporation.
2. The Corporation is a nonprofit public facility corporation formed and existing under the laws of the State of Texas.
3. The file number issued to the Corporation by the Secretary of State of Texas is 803907943.
4. The date of formation of the Corporation is January 22, 2021.
5. The Board of Directors duly adopted resolutions proposing to amend and restate the original Certificate of Formation (as amended and restated, the “*Certificate of Formation*”) of the Corporation, declaring said amendment and restatement to be advisable and in the best interests of the Corporation, and the Certificate of Formation was duly adopted at a meeting of the Board of Directors upon receiving a majority vote of directors as required by the TBOC. The governing body of the sponsor of the Corporation, the City of San Antonio, Texas (the “*City*”), approved and authorized the Certificate of Formation on March 19, 2024, in accordance with the Act. The City’s address is 101 N. College Street, Killeen, Texas 76541. Further, the Board of Directors authorizes the appropriate officer(s) of the Corporation to execute and deliver to the Secretary of State the Amended and Restated Certificate of Formation attached as Appendix A, such Appendix A containing the full text of the Amended and Restated Certificate of Formation.
6. Each amendment has been made in accordance with the provisions of the TBOC and the Act. The new amendments to the Certificate of Formation and the Amended and Restated Certificate of Formation have been approved in the manner required by the TBOC, the Act and the governing documents of the Corporation. Set forth below is an identification by reference of each added, amended or deleted provision:
 - a. Articles One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve and Thirteen have been amended.
 - b. Articles Fourteen and Fifteen have been deleted.
7. The attached Amended and Restated Certificate of Formation accurately states the text of the Certificate of Formation and each amendment to the Certificate of Formation that is in effect, and as further amended by this document. The attached Amended and Restated Certificate of Formation does not contain any other change in the Certificate of Formation except for the information permitted to be omitted by the provisions of the TBOC or the Act applicable to

the Corporation. The Certificate of Formation of the Corporation and all amendments and supplements thereto are hereby superseded by the attached Amended and Restated Certificate of Formation.

8. The Amended and Restated Certificate of Formation becomes effective when filed and approved by the Secretary of State of the State of Texas.

[Signature Page Follows]

The undersigned affirms that the person designated as registered agent in the Amended and Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

VERIFICATION: AMENDMENTS APPROVED AND CERTIFIED TO BE TRUE AND CORRECT and to accurately reflect the official action of the duly constituted officers and members of the Corporation's Board of Directors, by majority vote of the Board of Directors in office, on March 19, 2024.

IN WITNESS WHEREOF, I, Jessica Gonzalez, the President of the Corporation, have hereto set my name this __ day of _____, 2024.

KILLEEN PUBLIC FACILITY CORPORATION

By: _____
_____, President

By: _____
_____, City Secretary

STATE OF TEXAS

COUNTY OF BELL

Before me, a notary public, on this day personally appeared [City Secretary's name], known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein are true and correct.

Notary Public's Signature

(Seal)

APPENDIX A

compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this ____ day of _____, 2024.

Laura Calcote, City Secretary
Killeen, Texas

(SEAL)



AMENDMENTS TO THE PFC'S CERTIFICATE OF FORMATION

RS-24-053

March 19, 2024

Background

- ❑ The City Council approved the Certificate of Formation (COF) for the Killeen Public Facility Corporation in January 2021.
- ❑ The COF limits the purpose of the PFC to a partnership on one specific project.
- ❑ On March 5, 2024, subject to amendment of the COF, the PFC approved a non-binding resolution inducing the Avanti Legacy Parkview Apartments transaction. To continue to support the Avanti project and allow the PFC to participate in additional projects, amendments to the COF must be adopted.
- ❑ The COF may be amended by resolution of the City Council and adopted by the PFC.

Amended and Restated Certificate of Formation

- Updates dates, numbering, and names of Directors to include current Councilmembers
- Broadens the purpose of the PFC to allow participation in additional projects
- If approved by the City Council and adopted by the PFC, amendments will be filed with the Secretary of State

Recommendation

4

Staff recommends approval of the Amended and Restated Certificate of Formation which broadens the PFC's purpose to allow it to participate in additional projects.



City of Killeen

Staff Report

File Number: DS-24-021

Total Solar Eclipse Briefing



2024 TOTAL SOLAR ECLIPSE

DS-24-021

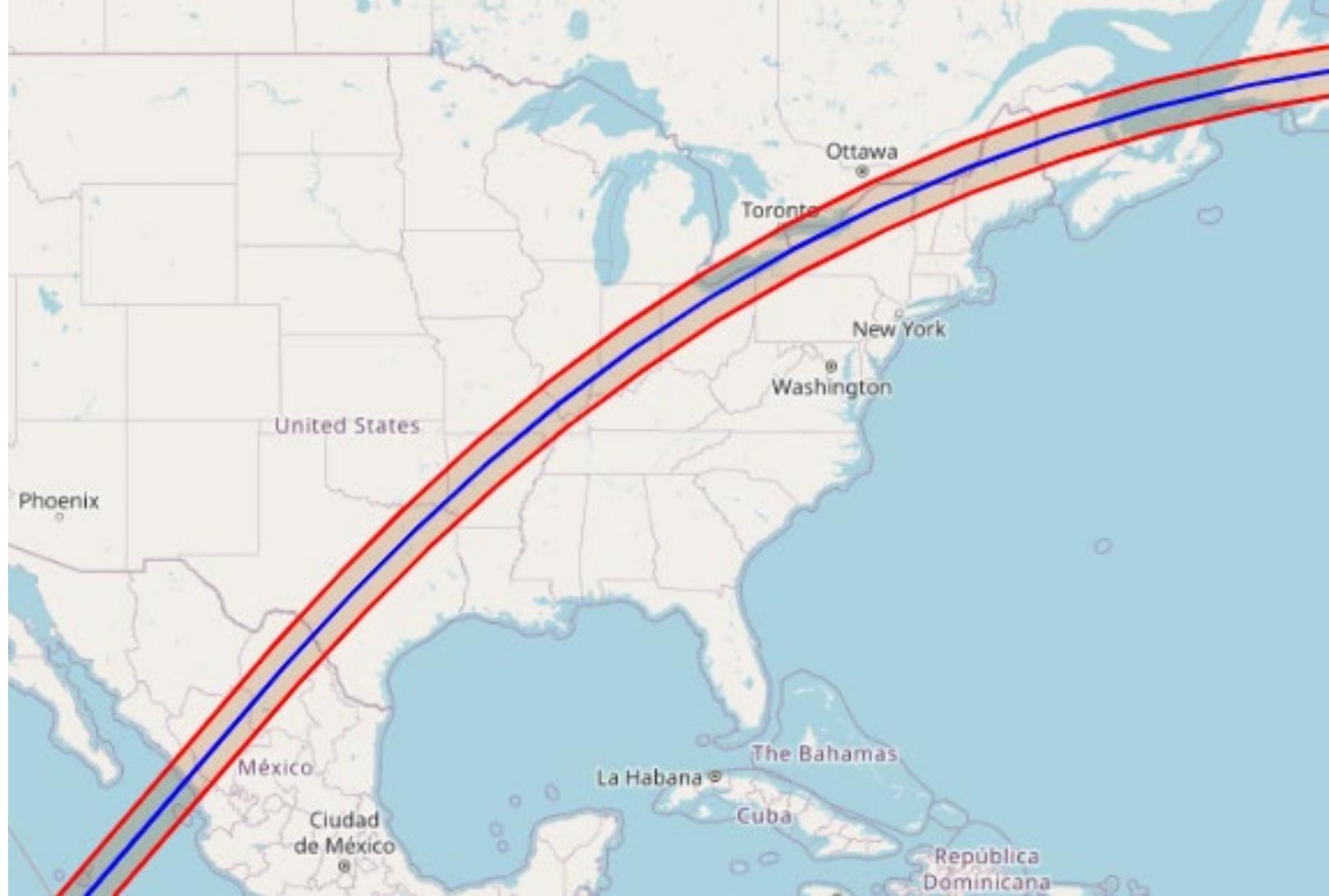
March 19, 2024

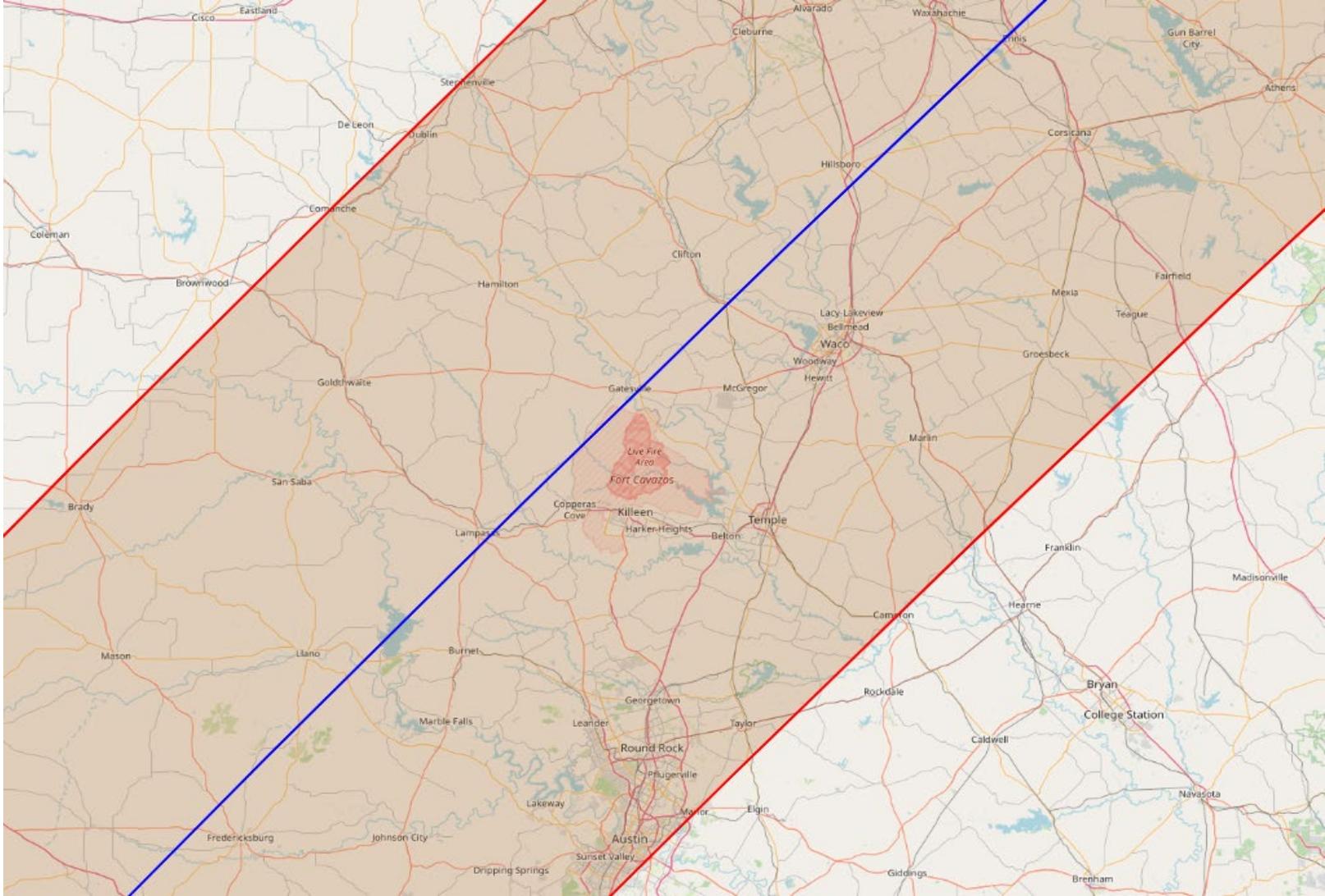
GREAT NORTH AMERICAN ECLIPSE

2

- ❑ Total Solar Eclipse will occur on April 8, 2024
- ❑ “Path of Totality” will start in Mexico, cross 13 U.S. states, and part of Canada
- ❑ Killeen is in the Path of Totality and about an hour from the eclipse centerline which is just east of Lampasas
- ❑ We will experience the total eclipse for a total of 4:16
- ❑ This is greater than five other major cities in the state

3





PUBLIC PREPARATIONS

5

- Community members should
 - ▣ Ensure they have fuel & groceries
 - ▣ Plan your daily errands ahead of time
 - ▣ Prepare for traffic – stay off main roads
- Businesses should
 - ▣ Ensure they are stocked 2 weeks ahead of time
 - ▣ Have an online reservation system for food or seating
 - ▣ Schedule staffing with heavy traffic in mind

SAFETY RECOMMENDATIONS

6

- ❑ do NOT look directly at the Sun, unless you are using special-purpose solar filters
 - ❑ Not Sunglasses, or weld mask less than shade #12
- ❑ Plan extra travel time for your errands and appointments
- ❑ Regional, county, & local public safety planning meetings have been taking place for the past year
- ❑ Sign-up for emergency notifications by going to readykilleen.org

CITY PREPARATION

7

- Timeline of Information
 - ▣ Initial Press Conference in November 2022
 - ▣ Business Preparedness started in February 2023
 - ▣ Year Out news release in April 2023
 - ▣ Community Preparedness info started in December 2023
 - ▣ Visitor Information started in December 2023
- Places to look for information
 - ▣ www.killeentexas.gov/eclipse
 - ▣ www.visitkilleen.com/eclipse
 - ▣ Follow City of Killeen social media (Facebook, Instagram, X)

Questions

8





City of Killeen

Staff Report

File Number: MN-24-006

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider Minutes of Regular City Council Meeting of February 13, 2024.

City of Killeen
City Council Meeting
Killeen City Hall
February 13, 2024 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb, Councilmembers Michael Boyd, Jessica Gonzalez, Jose Segarra, Joseph Solomon, Ramon Alvarez, and Riakos Adams

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, City Secretary Laura Calcote, and Sergeant-at-Arms Covello

Dave McMurry from Grace Bible Church gave the invocation. Councilmember Boyd led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Boyd to approve the agenda, as presented. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

Citizen Comments on Agenda Items

Shuvona Mathis spoke regarding DS-24-014.

Connie Munos spoke regarding DS-24-014.

Camron Cochran spoke regarding RS-24-019.

Michael Fornino spoke regarding DS-24-014 and RS-24-024.

Sean Price spoke regarding RS-24-019, RS-24-020 and RS-24-022.

Discussion Items

DS-24-014 Discuss Pedestrian Accidents on Elms Road

Shuvona Mathis spoke again regarding her concerns on Elms Road, including the lack of lighting, crosswalks, sidewalks and speeding drivers, as her daughter, Tatiana, was killed by a vehicle on the road in December 2022.

Consent Agenda

- MN-24-003** Consider Minutes of Special City Council Meeting of January 9, 2024.
- MN-24-004** Consider Minutes of Regular City Council Meeting of January 16, 2024.
- RS-24-019** Consider a memorandum/resolution approving Software-as-a-Service (Saas) agreement with OpenGov and Ultimate Kronos Group (UKG) for the Financial and Human Capital Management (HCM) suite, in an amount not to exceed \$5,380,829.09.
- RS-24-020** Consider a memorandum/resolution authorizing the procurement of a crane body for the Public Works Water Distribution Division from Silsbee Ford, in the amount of \$119,537.60.
- RS-24-021** Consider a memorandum/resolution awarding Bid Number 24-12, Gasoline, Unleaded and Clear Diesel Fuel for Killeen Regional Airport to Fikes Wholesale, Inc., in an amount of \$133,900 for FY 2024.
- RS-24-022** Consider a memorandum/resolution authorizing the sale of real property at the intersection of Jim Avenue and Fabianna Drive.
- RS-24-023** Consider a memorandum/resolution authorizing the execution of a grant agreement with Families in Crisis, Inc. utilizing American Rescue Plan Act (ARPA) funds for operating expenses for the Friends in Crisis Program, in an amount not to exceed \$350,000.
- RS-24-024** Consider a memorandum/resolution appointing Commissioners to the Youth Advisory Commission for Fiscal Year 2024.
- RS-24-025** Consider a memorandum/resolution approving an election services contract with Bell County.

Motion was made by Councilmember Segarra to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).

Mayor Nash-King conducted the Oath of Office for the newly appointed FY 2023-2024 Youth Advisory Commissioners.

Public Hearings

- PH-24-003** HOLD a public hearing and consider an ordinance requested by Timothy Turner, on behalf of Cleo Bay Imports, (Case #Z23-29) to rezone part of the J. H. Lewis Survey, 2-1, Abstract No. 536 from "R-1" (Single-Family Residential District) to "B-3" (Local

Business District). The property is locally addressed as 4452 Reese Creek Road, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.569 ACRES BEING PART OF THE J. H. LEWIS SURVEY, 2-1, ABSTRACT NO. 536, LOCALLY ADDRESSED AS 4452 REESE CREEK ROAD, KILLEEN, TEXAS, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their February 6, 2024 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Sean Price spoke regarding the rezoning request.

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

Motion was made by Councilmember Boyd to approve PH-24-003. Motion was seconded by Councilmember Segarra. The motion carried unanimously (7-0).

PH-24-004 HOLD a public hearing and consider an ordinance requested by Quintero Engineering, on behalf of A&T Construction, LLC (Case #Z23-30) to rezone approximately 7.4 acres, being part of the W. L. Harris Survey, Abstract No. 1155 from "R-1" (Single-Family Residential District) to "R-2" (Two-Family District). The property is generally located south of the intersection of Mesa Verde Drive and Alfredo Guerrero Avenue, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 7.40 ACRES OUT OF THE W. L. HARRIS SURVEY, ABSTRACT NO. 1155, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their February 6, 2024 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Kimberley Pallis spoke in opposition of the ordinance.

Phyllis Ferguson spoke in opposition of the ordinance.

Jose Fontaine spoke in opposition of the ordinance.

Andres Santana spoke in opposition of the ordinance.

Calvin Norwood spoke in opposition of the ordinance.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Councilmember Boyd to approve PH-24-004. Motion was seconded by Councilmember Segarra. The motion carried 6-1, with Mayor Protem Cobb in opposition.

Adjournment

With no further business, upon motion being made by Councilmember Boyd seconded by Councilmember Segarra, and unanimously approved, the meeting was adjourned at 6:06 p.m.



City of Killeen

Staff Report

File Number: RS-24-042

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution approving the investment report for the quarter ended December 31, 2023.

DATE: March 05, 2024

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Quarterly Investment Report

BACKGROUND AND FINDINGS:

The attached investment reports summarize all investment activity for the quarter ended December 31, 2023. The highlights of the report are as follows:

Quarter ended December 31, 2023:

	Jul. - Sep. 2023	Oct. - Dec. 2023	Change
Interest Income	\$2,407,115	\$2,660,623	10.53%
Investment Balance	\$231,791,536	\$253,451,719	9.34%
Average Yield	4.25%	4.35%	2.35%

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the attached investment reports for the quarter that ended December 31, 2023.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quarterly Investment Report
Presentation



PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

SCOTT GRUBER, CMT - DIRECTOR, ADVISORY SERVICES

DECEMBER 31, 2023



MEEDER
PUBLIC FUNDS

Compliance Certification



The undersigned have acknowledged that they have reviewed this quarterly investment report for the period ending December 31, 2023. The City officials designated as investment officers by the City’s Investment Policy attest that all investments are in compliance with the Texas Public Funds Investment Act and the City’s Investment Policy.

Executive Director of Finance

Assistant Director of Executive Finance

Controller

Executive Summary

- In closing out the calendar year, interest rates moved lower as markets began anticipating more rate cuts in 2024. Following an updated dot plot from the Federal Reserve that showed the committee expected three rate cuts in 2024, as well as an acknowledgment from Chairman Jerome Powell that the Federal Reserve had discussed rate cuts, markets quickly priced in six total cuts for 2024. With both the Federal Reserve and market participants expecting rate cuts in the new year, the actual path of rates will be determined by the resilience or lack thereof of economic data.
- Over the course of the past quarter, we continued to find opportunities to reinvest maturities and lengthen the overall portfolio to capture higher yields while balancing front end needs for up coming debt payments. We continue to favor investments beyond 3 years as the outlook for rate cuts increases.
- In the coming quarter, the City should expect the following areas of focus: continued cash flow analysis to identify the amount to be invested in the City's core portfolio versus overnight investments, evaluating opportunities to rebalance positions in the 0–1 year maturity range with security swaps to take advantage of the higher-yielding bonds, and extending the portfolio to our targets while matching known future debt payments.



M E E D E R
PUBLIC FUNDS

ECONOMIC UPDATE

US Bank Failures

Signature Bank, Silicon Valley Bank, First Republic Bank

Federal Reserve Raised the Fed Funds rate 4 times in 2023, bringing the Federal Funds rate to 5.375%.

Fitch Downgrades United States Credit Rating to AA on August 1.

US Tracks shoots down alleged **Chinese spy balloon.**

The 2yr Treasury note yielded **4.43%** in Dec 2022 and ended the year at **4.25%**

OPEC cuts oil supply 4 times in 2023

UBS acquires Credit Suisse.

Chat GPT and AI take the world by storm.

The 5yr Treasury note yielded **4.00%** in Dec 2022 and ended 2023 at **3.85%**

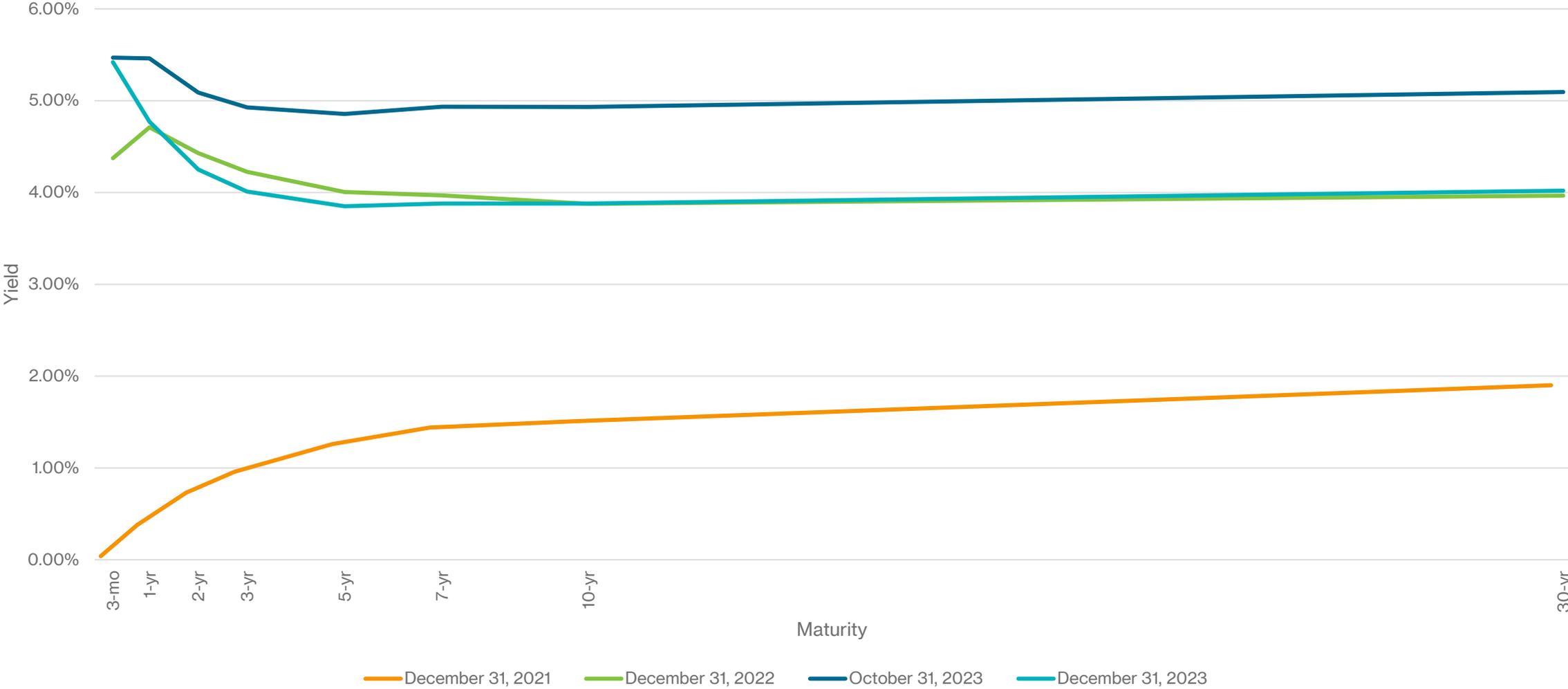
Israel & Hamas conflict begins October 7th.

Titan Submersible Implodes

US Treasury Yields



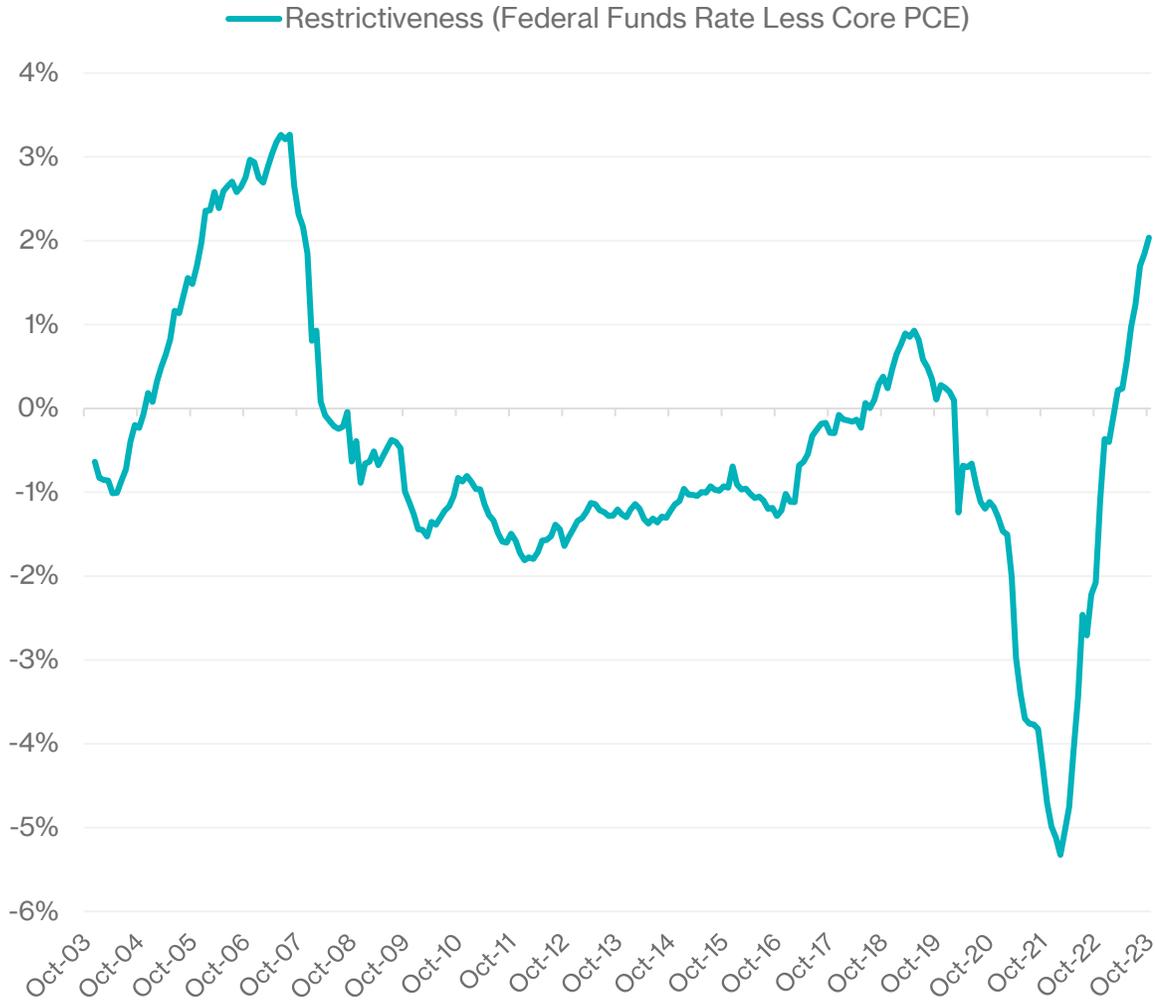
U.S. Treasury Yield Curve



SOURCE: BLOOMBERG

Central Banking 101

Keeping Rates Unchanged Will Increase Restrictiveness

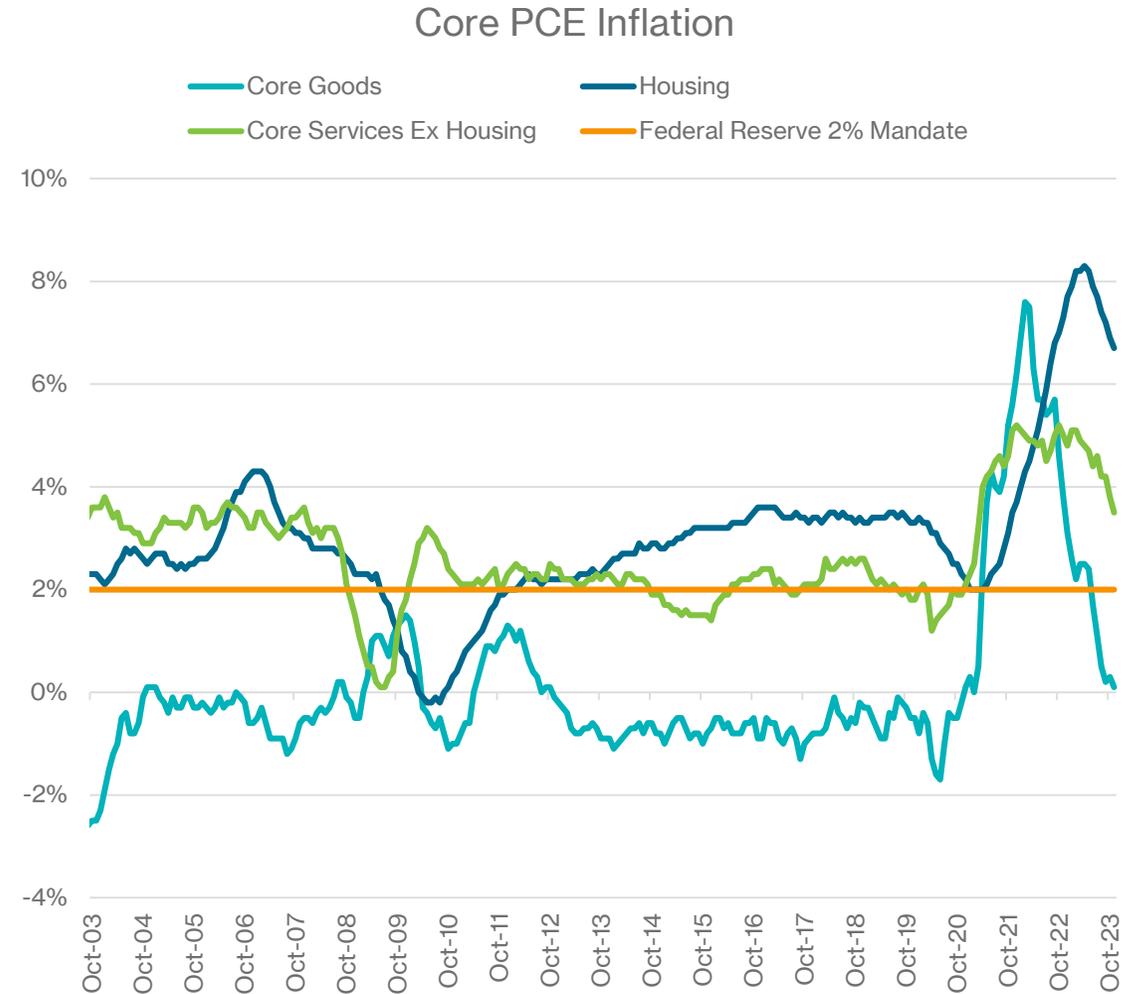
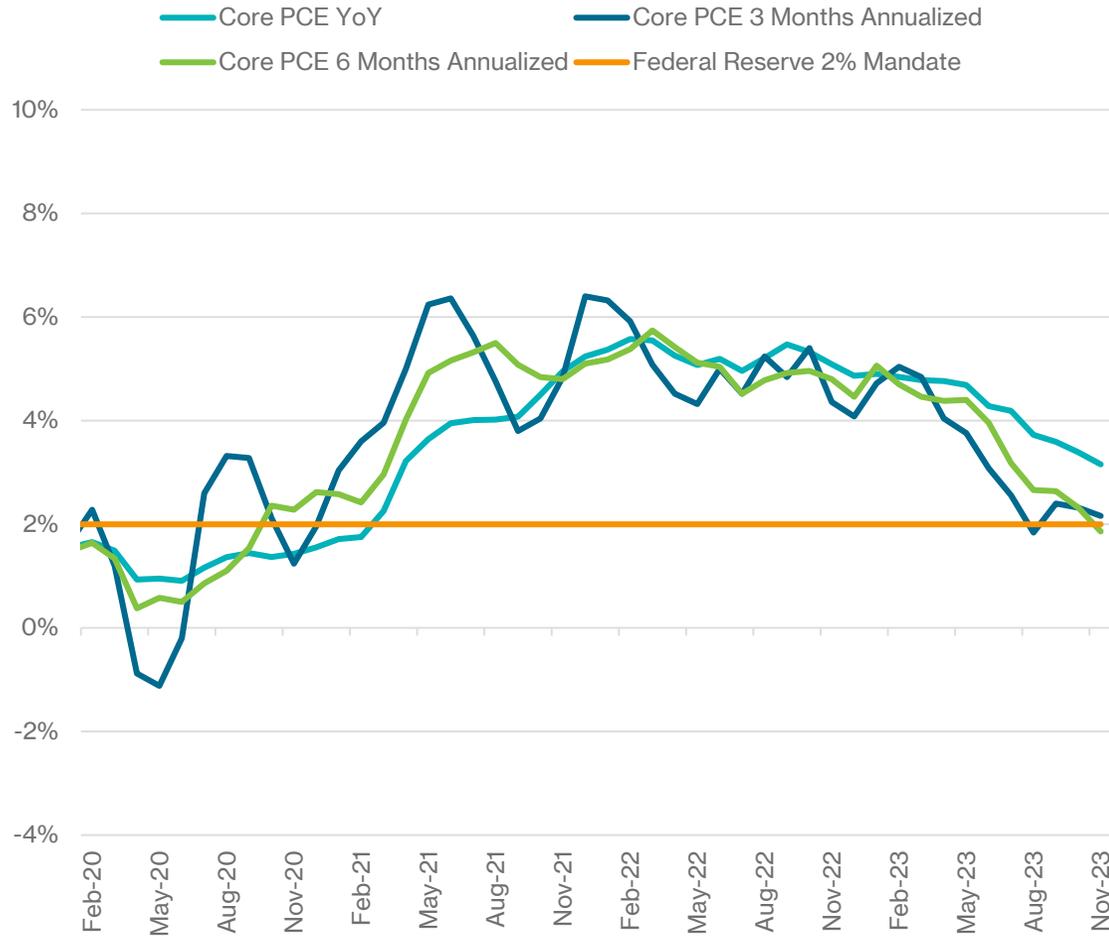


	2023	2024	2025
Federal Funds Rate	5.25% - 5.50%	5.25% - 5.50%	5.25% - 5.50%
Federal Reserve Core PCE Expectations	3.2%	2.4%	2.2%
Implied Restrictiveness	2.15%	2.95%	3.15%

SOURCE: BLOOMBERG, FOMC MEMBER CHRISTOPHER WALLER

What's Ahead For Inflation

Recent Data Points To Continued Disinflation



Leading Economic Indicators

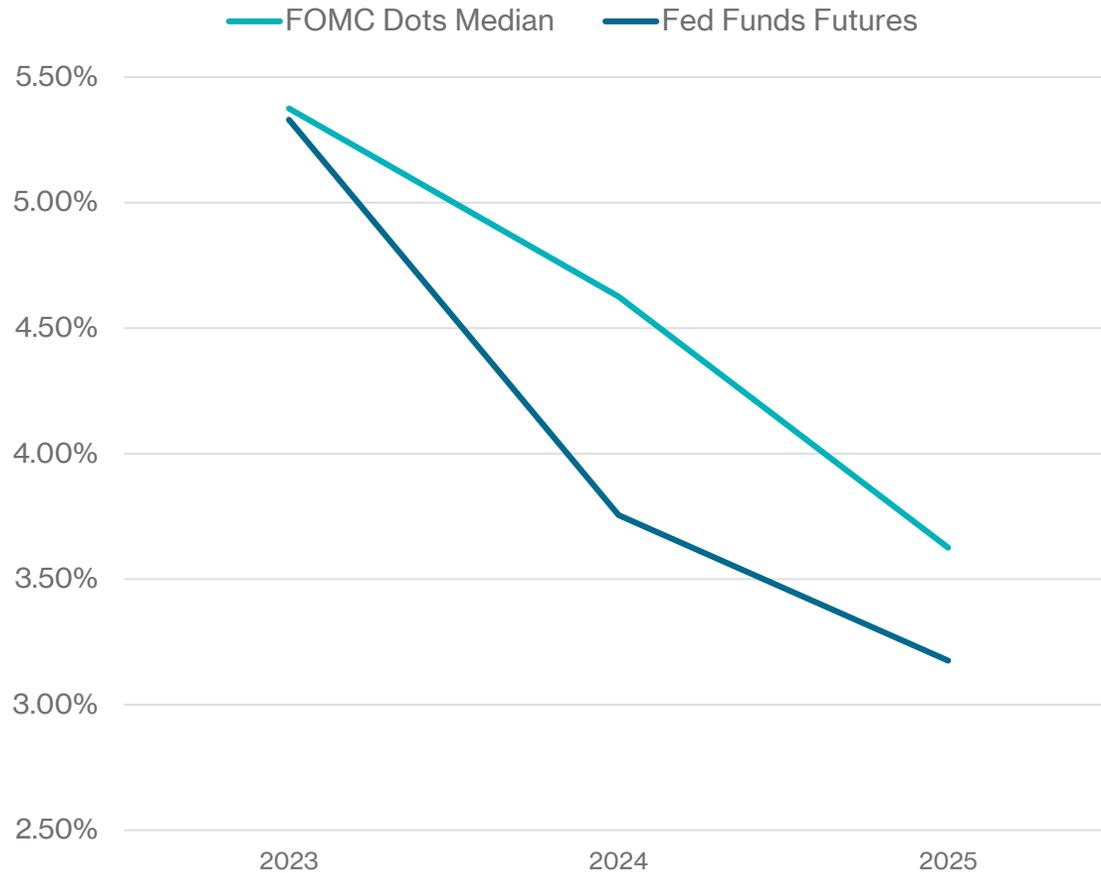
Leading Economic Indicators Have Declined for a Record 20 Months



SOURCE: THE CONFERENCE BOARD

Market Expectations

The Most Recent FOMC Meeting Saw A Dovish Pivot



- Chairman Jerome Powell took every opportunity at the December FOMC meeting to signal rate cuts in 2024
- Since the meeting, several FOMC members have stated they expect rate cuts in 2024



M E E D E R
PUBLIC FUNDS

PORTFOLIO REVIEW

Quarterly Portfolio Summary – All Funds



This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City of Killeen and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of September 30, 2023		Portfolio as of December 31, 2023	
Beginning Book Value	\$232,630,345	Ending Book Value	\$254,302,763
Beginning Market Value	\$230,914,909	Ending Market Value	\$255,120,294
Unrealized Gain/(Loss)	(\$1,715,436)	Unrealized Gain/(Loss)	\$817,531
		Change in Unrealized Gain/(Loss)	\$2,532,967
Weighted Average Maturity	582 days	Weighted Average Maturity	523 days
Weighted Average Yield	4.24%	Weighted Average Yield	4.33%

Portfolio Market Value by Fund	9/30/2023	12/31/2023	Change
Pooled Investments	\$230,076,100.30	\$254,269,249.59	\$24,193,149.29
Internal Services Fund	\$209,516.37	\$159,000.00	(\$50,516.37)
Employee Benefits Trust Fund	\$154,445.62	\$107,936.86	(\$46,508.76)
Enterprise Funds	\$48.07	\$4,040.07	\$3,992.00
General Fund	\$95,290.10	\$200,558.83	\$105,268.73
Special Revenue Fund	\$379,508.31	\$379,508.31	\$0.00
Total	\$230,914,908.77	\$255,120,293.66	\$24,205,384.89

Portfolio Summary – Investment Pool

As of 12/31/2023

Your Portfolio

Cash/LGIPs	\$72,618,422
Securities Book Value	\$180,833,297
Total Portfolio Book Value	\$253,451,719

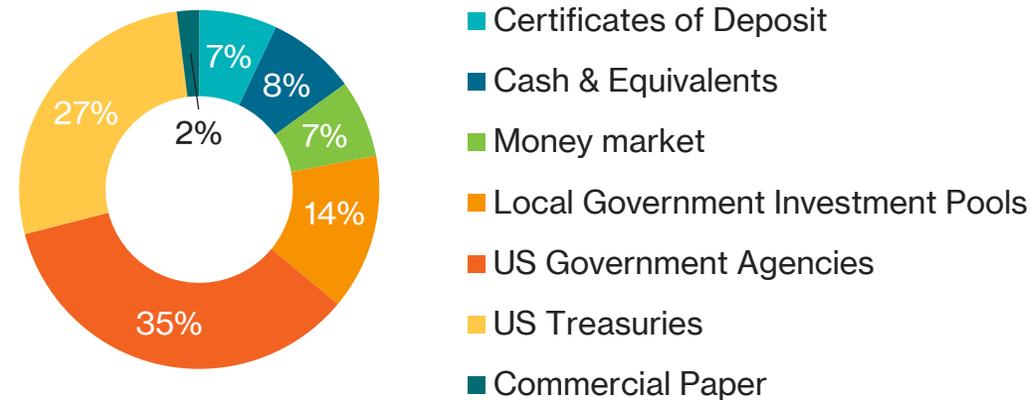
Your Securities

Weighted Average Maturity	1.44 years
Weighted Average Yield	4.35%

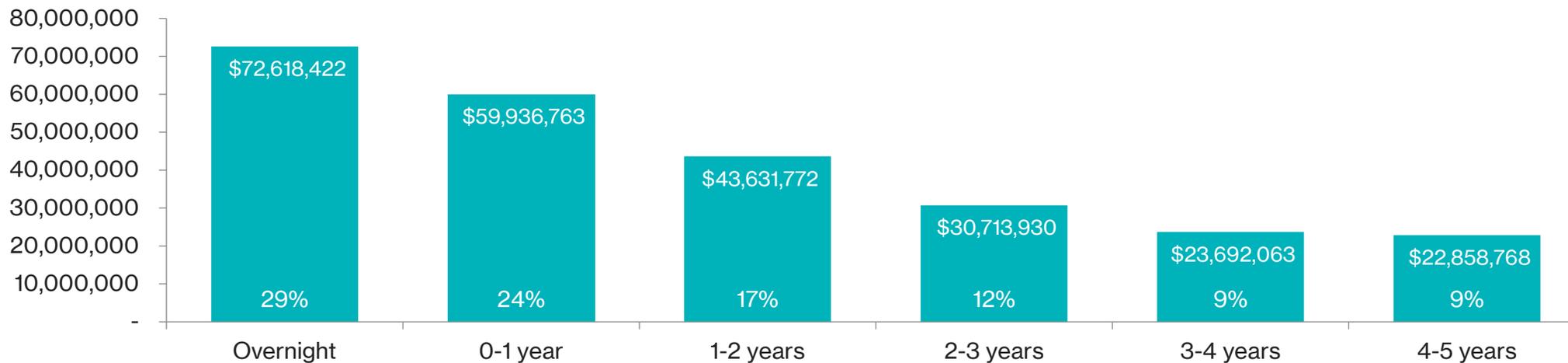
Interest Earnings:

Quarterly Interest Earned	\$2,660,623
Year-to-date Interest Earned	\$2,660,623

Your Asset Allocation

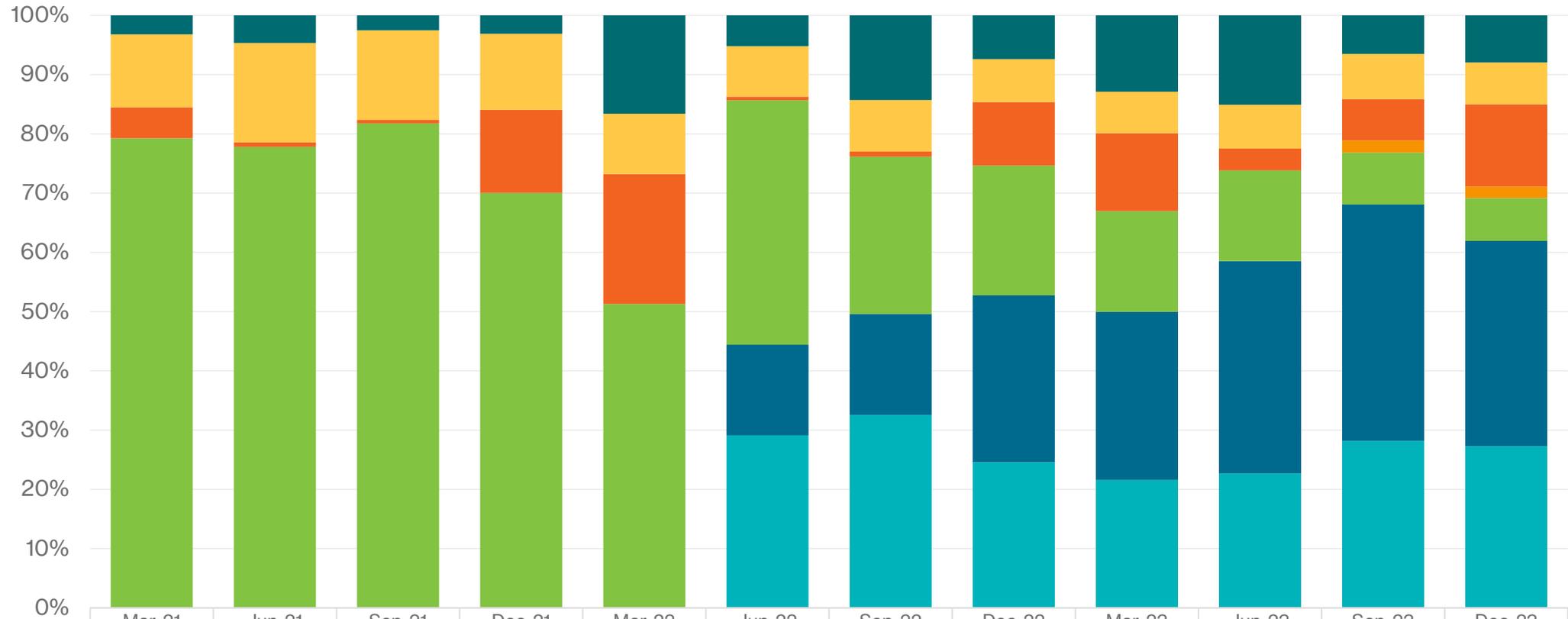


Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

Asset Composition



	Mar-21	Jun-21	Sep-21	Dec-21	Mar-22	Jun-22	Sep-22	Dec-22	Mar-23	Jun-23	Sep-23	Dec-23
■ Cash	3.20%	4.66%	2.51%	3.11%	16.59%	5.19%	14.28%	7.38%	12.88%	15.07%	6.49%	7.95%
■ Money Market	12.32%	16.75%	15.13%	12.83%	10.18%	8.52%	8.71%	7.25%	7.01%	7.40%	7.63%	7.05%
■ LGIPs	5.23%	0.79%	0.59%	14.02%	21.93%	0.61%	0.87%	10.73%	13.14%	3.69%	6.97%	13.89%
■ Commercial Paper	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.08%	1.92%
■ Certificates of Deposit	79.26%	77.80%	81.76%	70.03%	51.29%	41.26%	26.53%	21.89%	17.00%	15.30%	8.76%	7.25%
■ U.S. Government Agencies	0.00%	0.00%	0.00%	0.00%	0.00%	15.31%	17.04%	28.15%	28.39%	35.83%	39.88%	34.63%
■ U.S. Treasury Securities	0.00%	0.00%	0.00%	0.00%	0.00%	29.11%	32.57%	24.59%	21.59%	22.70%	28.20%	27.31%

Meeder Public Funds, Inc. is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Past performance does not guarantee future results. Opinions and forecasts are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation of any specific security. Investing in securities involves inherent risks, including the risk that you can lose the value of your investment. Any forecast, projection, or prediction of the market, the economy, economic trends, and fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Meeder Public Funds, Inc. cannot and does not claim to be able to accurately predict the future investment performance of any individual security or of any asset class. There is no assurance that the investment process will consistently lead to successful results. The investment return and principal value of an investment will fluctuate, thus an investor's shares, or units, when redeemed, may be worth more or less than their original cost.

Meeder Public Funds
901 Mopac Expressway South
Building 1, Suite 300
Austin, TX 78746

866.633.3371



M E E D E R

PUBLIC FUNDS

MeederPublicFunds.com



PUBLIC FUNDS ADVISORY

City of Killeen

Quarterly Investment Report

PRESENTED BY:

SCOTT GRUBER, CMT - DIRECTOR, ADVISORY SERVICES

DECEMBER 31, 2023

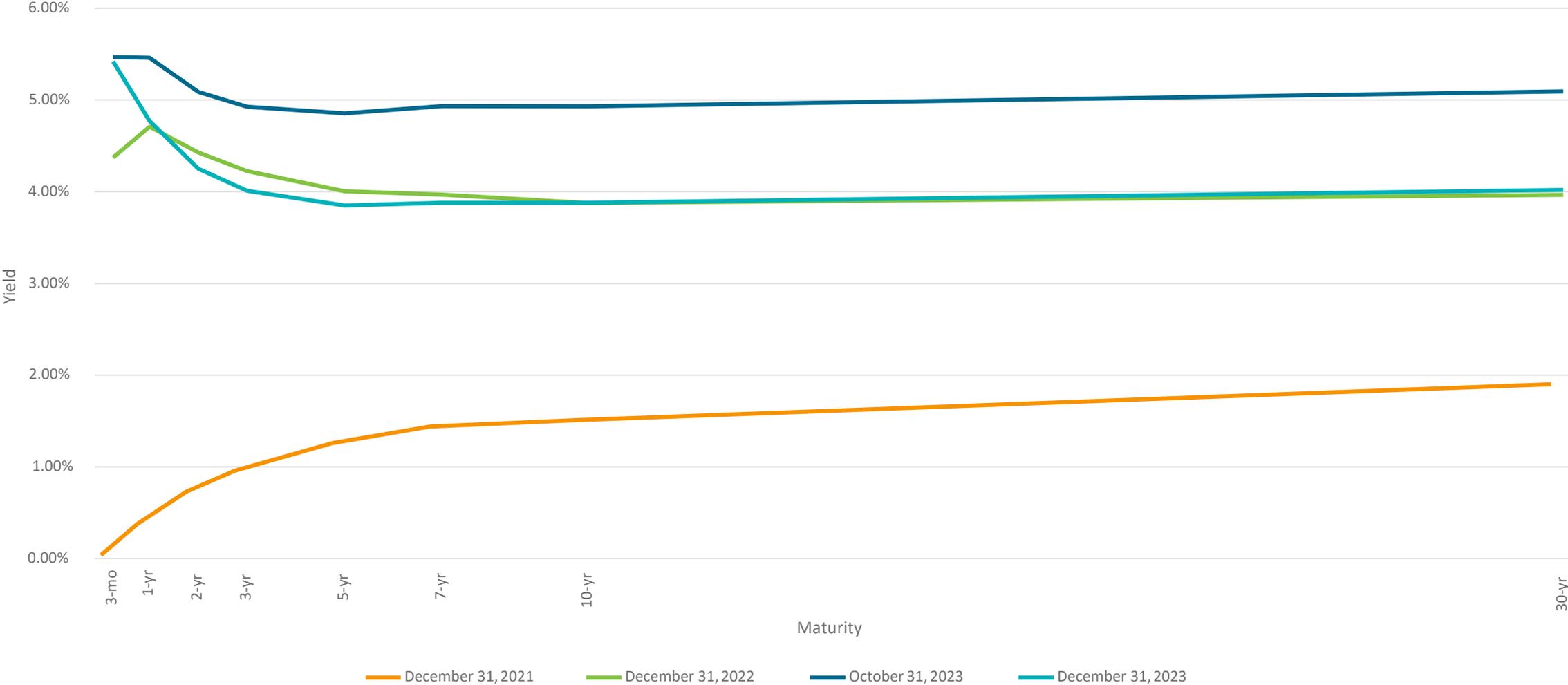


MEEDER
PUBLIC FUNDS

US Treasury Yields



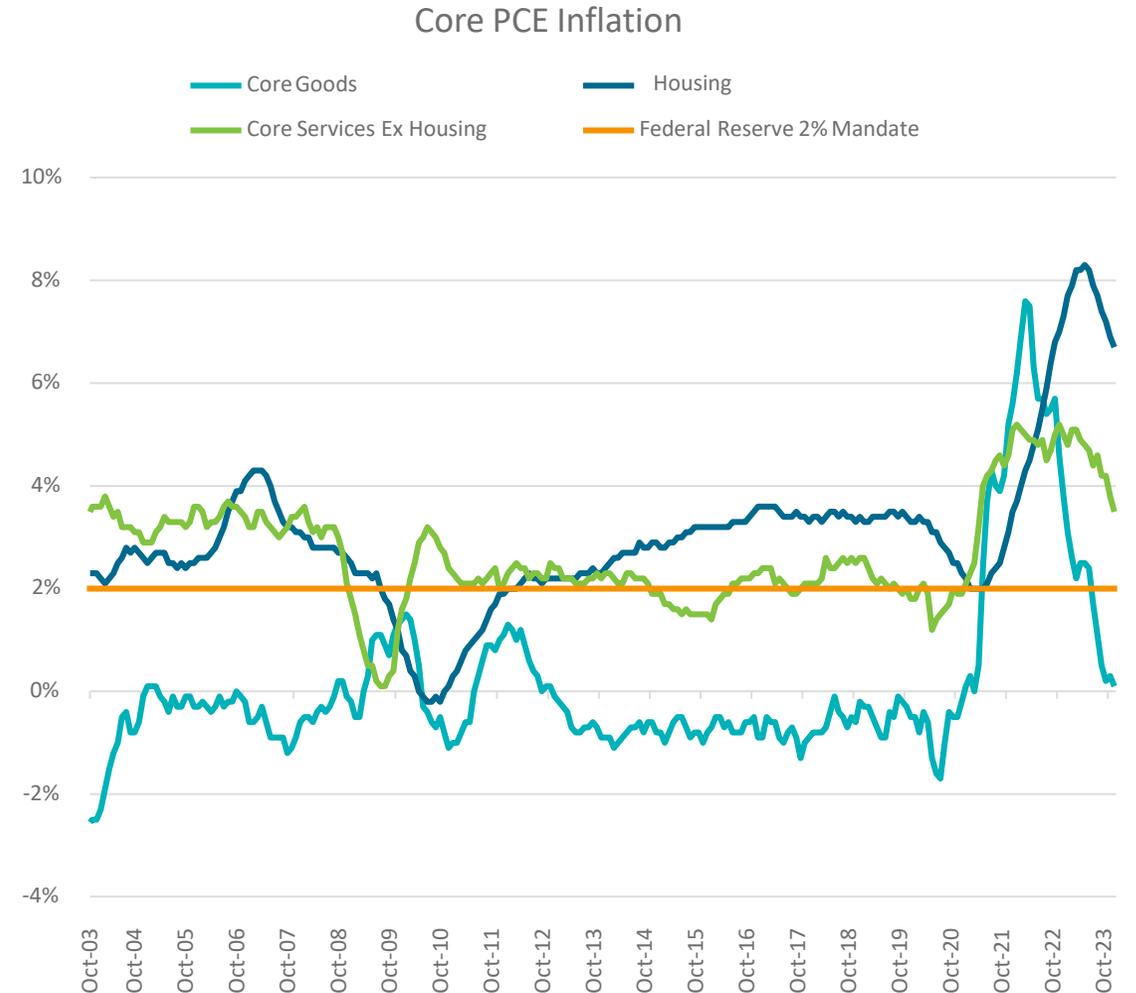
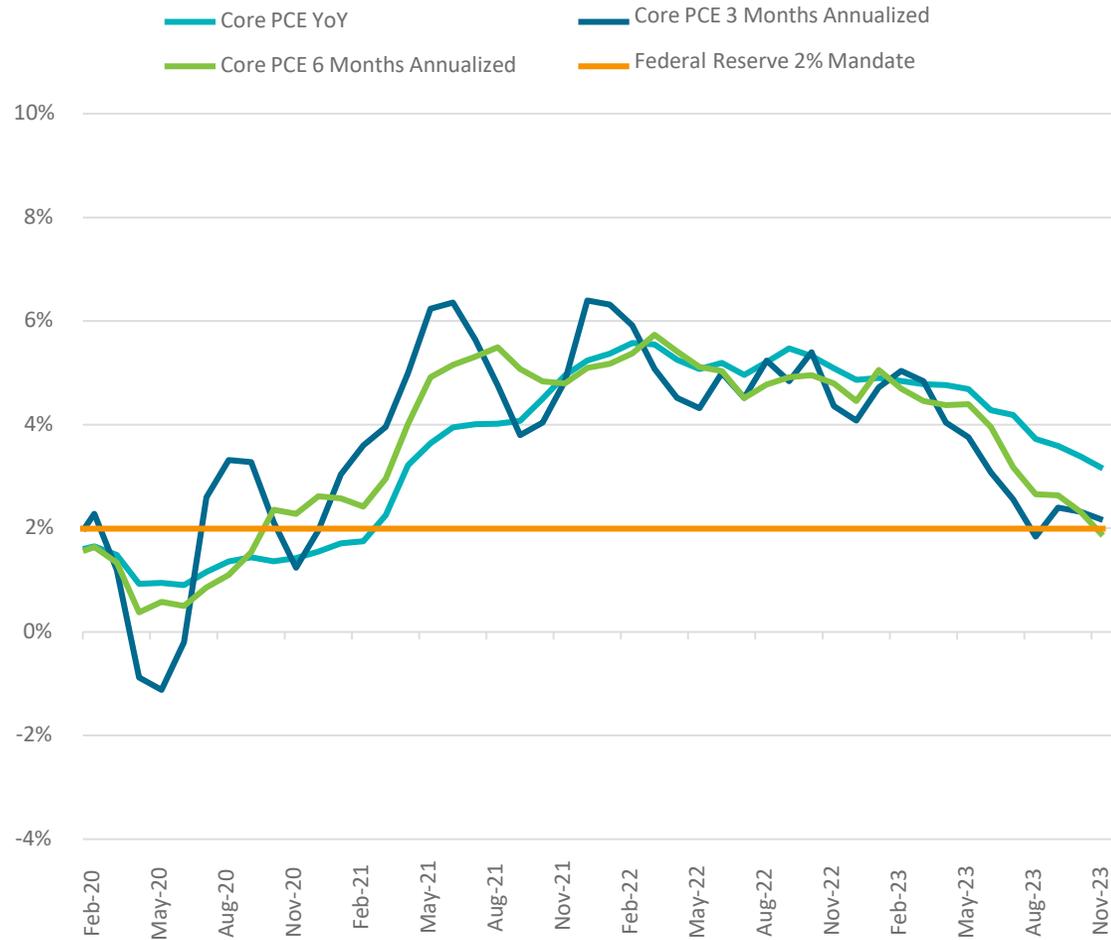
U.S. Treasury Yield Curve



SOURCE: BLOOMBERG

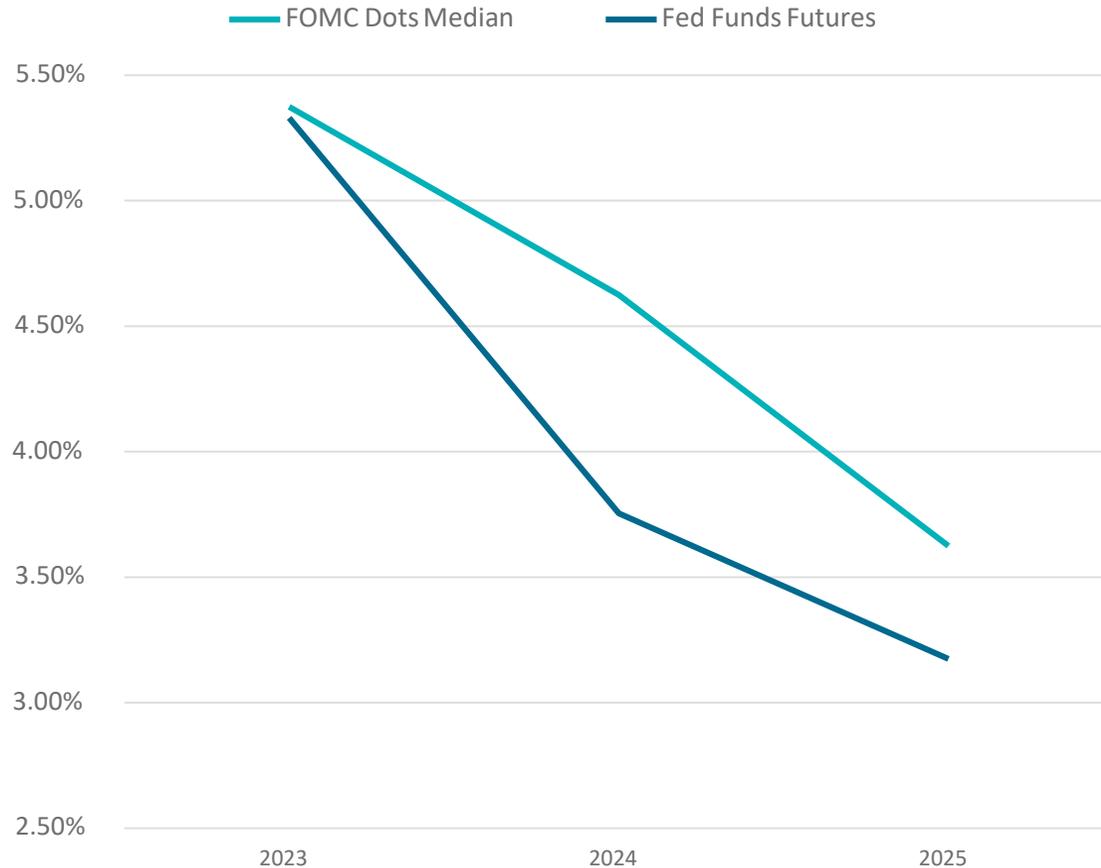
What's Ahead For Inflation

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The Most Recent FOMC Meeting Saw A Dovish Pivot



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Quarterly Portfolio Summary – All Funds



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General Fund	\$95,290.10	\$200,558.83	\$105,268.73
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Portfolio Summary – Investment Pool

As of 12/31/2023

Your Portfolio

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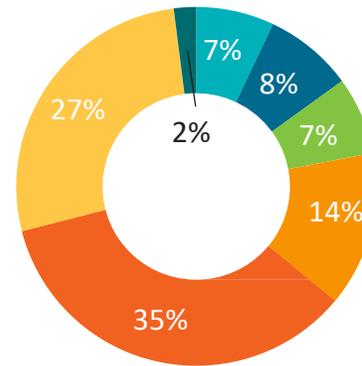
Your Securities Weighted
Average Maturity Weighted
Average Yield

1.44 years
4.35%

Interest Earnings: Quarterly
Interest Earned Year-to-date
Interest Earned

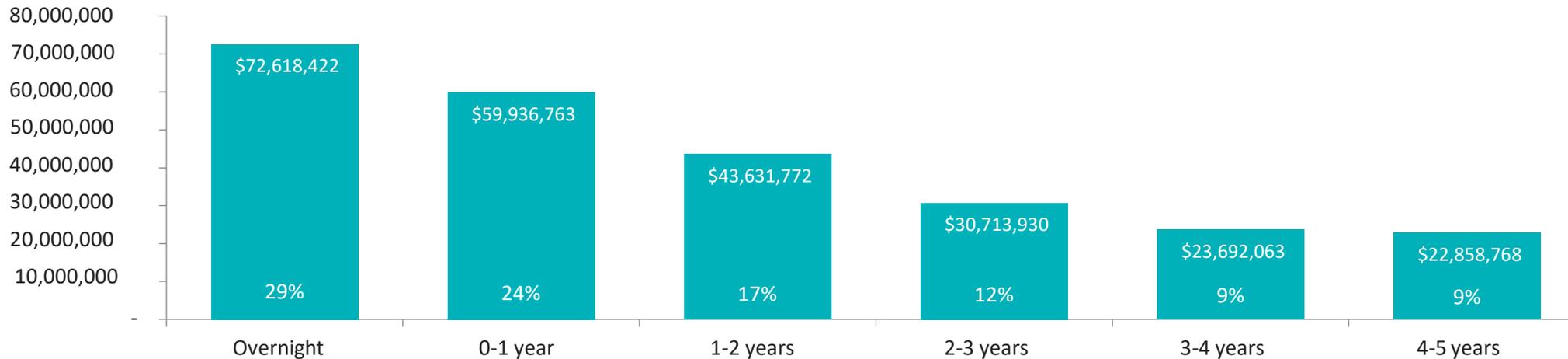
\$2,660,623
\$2,660,623

Your Asset Allocation



- Certificates of Deposit
- Cash & Equivalents
- Money market
- Local Government Investment Pools
- US Government Agencies US
- Treasuries Commercial Paper
-

Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.



City of Killeen

Staff Report

File Number: RS-24-043

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the W. Rancier Avenue Project.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Authorize the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the W. Rancier Avenue Project.

BACKGROUND AND FINDINGS:

On August 12, 2020, the Texas Department of Transportation (TxDOT) held a statewide call for safety improvement projects on and off the state highway system and encouraged the participation of cities and counties. The purpose of the Highway Safety Improvement Program (HSIP) is to provide funds for eligible construction costs for the road safety projects in an effort to facilitate a significant reduction in traffic fatalities and incapacitating injuries on all public roads.

On October 30, 2020, the City of Killeen Engineering Division of the Development Services Department applied for Transportation Choices and Livability funding by proposing a project along W. Rancier Avenue between SH 195 and W.S. Young Dr. In 2021, KTMPO selected this project for funding and for inclusion in the regional Transportation Improvement Plan. The project originally consisted of a scope to construct a 6' wide sidewalk along one side of the roadway. Pedestrian signals and ADA Ramps are also included.

To proceed with the current grant, TxDOT is requesting that the Advance Funding Agreement (AFA) be completed. The AFA is based on the initial submission for the grant that was accepted in 2020. Since the overall project scope and timeline has changed since the initial submission, those changes will be coordinated with TxDOT and through KTMPO and will be reflected after the AFA has been executed.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state, city, and local purchasing policies and regulations.

FINANCIAL IMPACT:

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

In accordance with the Advance Funding Agreement with the Texas Department of Transportation (TxDOT), Attachment B Project Budget states the costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs. The estimated cost of this portion of the project is \$3,735,412. The Federal participation is \$2,799,360, State participation is \$166,212 for Indirect State Costs, and Local Participation is estimated at \$769,840.

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

One-time

Is this revenue/expenditure budgeted?

Yes, funds are available for the design of this project in the Tax Increment Reinvestment Zone (TIRZ) #2 Fund account 235-8940-493.69-01.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to enter into an AFA with TxDOT for the W. Rancier Avenue Project with the understanding that staff will continue to work with TxDOT to update the project to the current scope and timeline.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Project Budget
Presentation

TxDOT:				Federal Highway Administration:	
CCSJ#	0909-36-185	AFA ID	Z00002957	CFDA No.	20.205
AFA CSJs	0909-36-185			CFDA Title	Highway Planning and Construction
District #	09/WAC	Code Chart 64#	22300		
Project Name	PED Rancier Ave SH 195 to WS Young			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Carbon Reduction Program
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Killeen**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WTNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construct pedestrian infrastructure along W. Rancier Ave. from SH 195 to WS Young Dr.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of constructing six foot wide concrete sidewalk with pedestrian signals, ADA ramps, and crosswalks along W. Rancier Ave. from SH 195 to WS Young Dr. as shown in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
 - C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
 - D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
 - E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
 - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
 - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Killeen ATTN: City Manager 101 College St Killeen, TX 76541	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Project Name	PED Rancier Ave SH 195 to WS Young			AFA Not Used For Research & Development	

Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-185	AFA ID	Z00002957	CFDA No.	20.205
AFA CSJs	0909-36-185			CFDA Title	Highway Planning and Construction
District #	09/WAC	Code Chart 64#	22300		
Project Name	PED Rancier Ave SH 195 to WS Young			AFA Not Used For Research & Development	

- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

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program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Kent Cagle

Typed or Printed Name

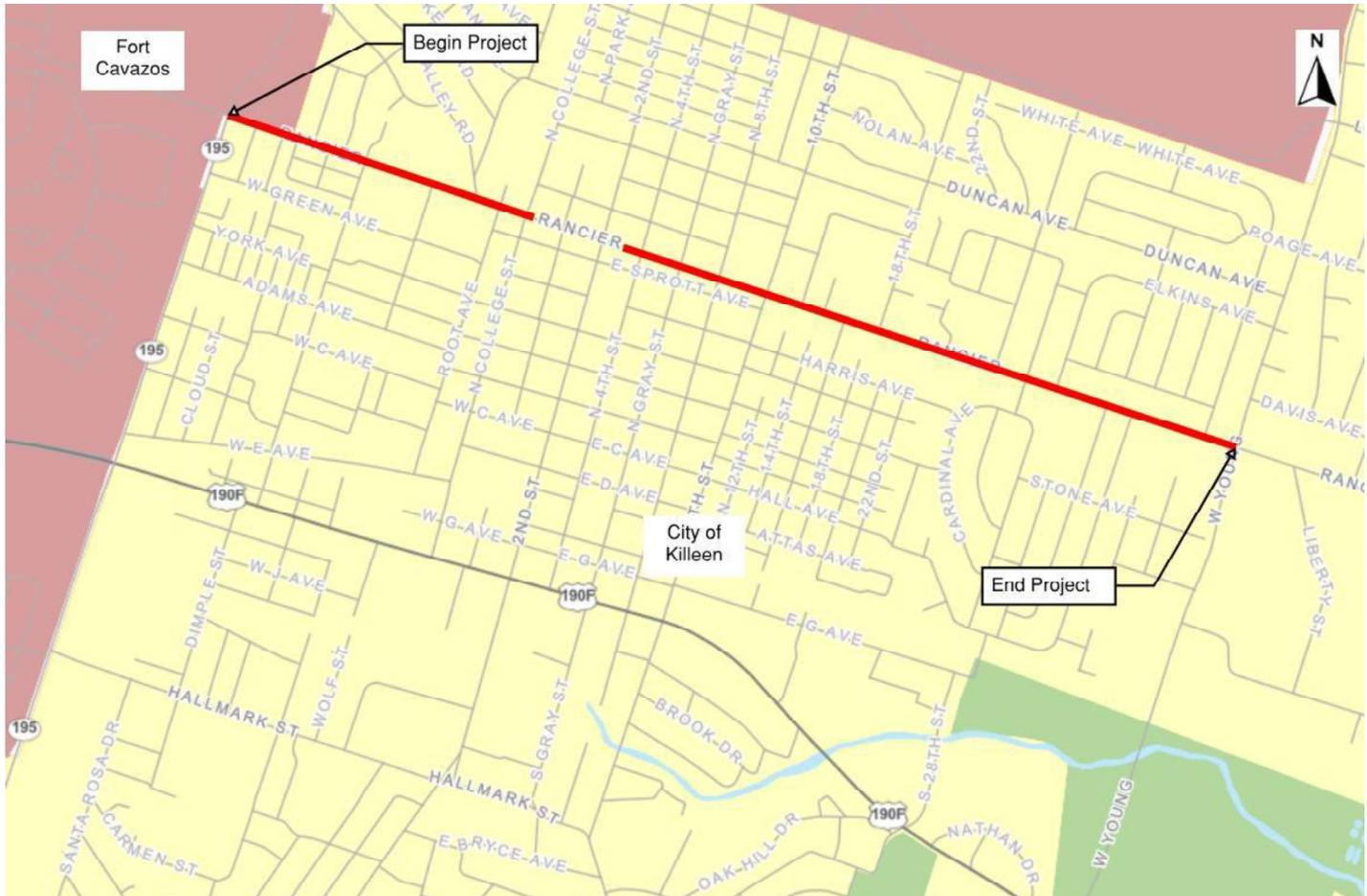
City Manager

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
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ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
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Project Name	PED Rancier Ave SH 195 to WS Young			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$3,499,200	80%	\$2,799,360	0%	\$0	20%	\$699,840
Subtotal	\$3,499,200		\$2,799,360		\$0		\$699,840
Environmental Direct State Costs	\$1,400	0%	\$0	0%	\$0	100%	\$1,400
Right of Way Direct State Costs	\$2,000	0%	\$0	0%	\$0	100%	\$2,000
Engineering Direct State Costs	\$19,600	0%	\$0	0%	\$0	100%	\$19,600
Utility Direct State Costs	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Construction Direct State Costs	\$37,000	0%	\$0	0%	\$0	100%	\$37,000
Indirect State Costs	\$166,212	0%	\$0	100%	\$166,212	0%	\$0
TOTAL	\$3,735,412		\$2,799,360		\$166,212		\$769,840

- Initial payment by the Local Government to the State: \$33,000
- Payment by the Local Government to the State before construction: \$37,000
- Estimated total payment by the Local Government to the State \$70,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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TOTAL	\$3,735,412		\$2,799,360		\$166,212		\$769,840

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- Estimated total payment by the Local Government to the State \$70,000

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ADVANCE FUNDING
AGREEMENT WITH TXDOT FOR
W. RANCIER AVENUE PROJECT

RS-24-043

March 5, 2024

Background

- In October 2020, the city applied for a KTMPO Grant for sidewalk improvements along one side of W. Rancier Avenue from SH 195 to WS Young Drive.
 - Approved construction costs in the amount of \$3,499,200 of which \$2,799,360 will be paid as a federal share.
- FY 2023 Capital Improvement Plan includes the design of Rancier Avenue Replacement and Streetscaping Project between SH 195 and N. 38th Street
- Project currently under design and being funded through TIRZ2

Background

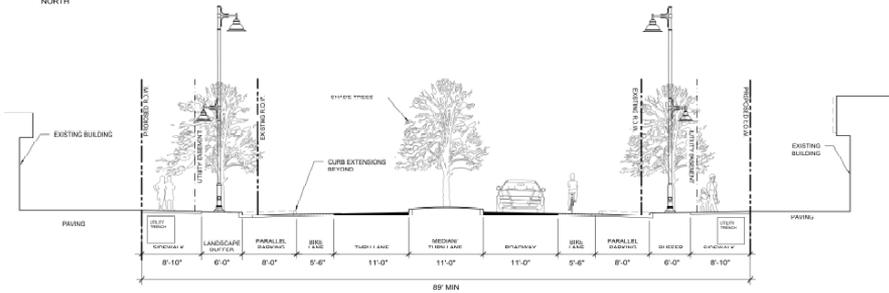
3

- The Advanced Funding Agreement is between TxDOT and the City of Killeen
 - ▣ Is based on the initial grant application for \$3,499,200
 - ▣ Can be amended after execution
- City will work with KTMPO and TxDOT to update project scope and cost as the design work continues
- City will continue to seek additional grant funding for the project



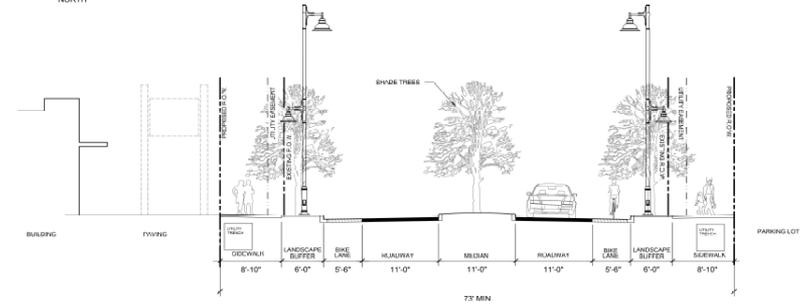
SECTION A-A - VIEW EAST

COFFIELD & RANCIER



SECTION B-B - VIEW EAST

HENDERSON & RANCIER



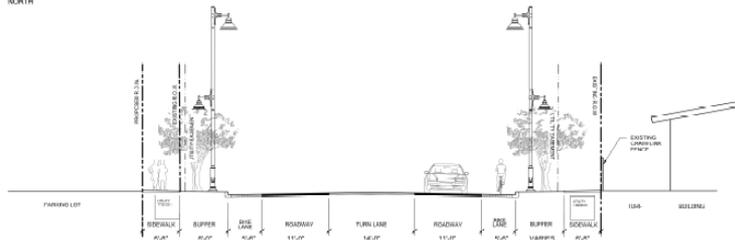
4

Project Schematic



SECTION C-C - VIEW EAST

IN 1778 A. ROADWAY



4

Project Schematic

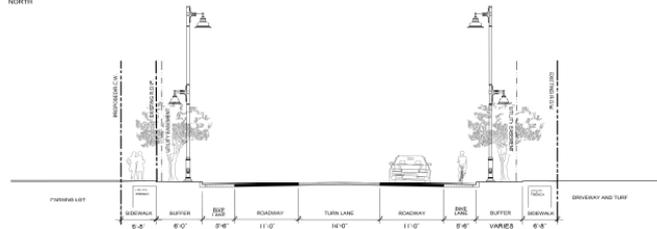


SECTION D-D - VIEW EAST

LIBERTY STREET & RANGER



NORTH



4

Project Schematic



4

Project Schematic

Recommendation

- Staff recommends the Council authorize the City Manager to enter the Advance Funding Agreement with TxDOT for the W. Rancier Avenue Project.



City of Killeen

Staff Report

File Number: RS-24-044

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution authorizing the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Chaparral Road Phase 1 Project.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Authorize the City Manager to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Chaparral Road Phase 1 Project

BACKGROUND AND FINDINGS:

On August 12, 2020, the Texas Department of Transportation (TxDOT) held a statewide call for safety improvement projects on and off the state highway system and encouraged the participation of cities and counties. The purpose of the Highway Safety Improvement Program (HSIP) is to provide funds for eligible construction costs for the road safety projects to facilitate a significant reduction in traffic fatalities and incapacitating injuries on all public roads.

On October 30, 2020, the City of Killeen Engineering Division of the Development Services Department applied for the Transportation Mobility funding by proposing a project along Chaparral Road between SH 195 and E. Trimmier Road. In 2021, KTMPO selected this project for funding and for inclusion in the regional Transportation Improvement Plan. The project originally consisted of a scope to widen the roadway from 2 lanes to 4 lanes with a continuous center turn lane (5-lanes in total). The project will also include adding an 8' bicycle lane and 5-foot sidewalk or Shared Use Path (SUP) on both sides of the roadway.

To proceed with the current grant, TxDOT is requesting that the Advance Funding Agreement (AFA) be completed at this time. The AFA is based on the initial submission for the grant that was accepted in 2020. Since the overall project scope and timeline has changed since the initial submission, through coordination with TxDOT and KTMPO those changes will be reflected after the AFA has been executed.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state, city, and local purchasing policies and regulations.

FINANCIAL IMPACT:

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

In accordance with the Advance Funding Agreement with the Texas Department of Transportation (TxDOT), Attachment B Project Budget states the costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs. The total estimated cost of the project is \$13,749,400. The Federal participation is \$10,304,000, State participation is \$611,800 for Indirect State Costs, and Local Participation is estimated at \$2,833,600.

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

One-time

Is this revenue/expenditure budgeted?

Yes, funds are available for design in the Governmental CIP Fund in account 349-8934-493.69-01.

If not, where will the money come from?

The project is funded through this grant for \$10,304,000 towards construction and state contribution for indirect cost \$611,800.

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to enter an AFA with TxDOT for the Chapparal Road Phase 1 Project with the understanding that staff will continue to work with TxDOT and KTMPO to update the project to the current scope and timeline.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Project Budget
Presentation

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-175	AFA ID	Z00004140	CFDA No.	20.205
AFA CSJs	0909-36-175			CFDA Title	Highway Planning and Construction
District #	09	Code Chart 64#	22300		
Project Name	WNF 2018 Killeen Chaparral Rd Phase I			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT

**For
STP-MM
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Killeen**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Widen Chaparral Rd between SH 195 and E Trimmier Rd from 2 lanes to 4 lanes with a continuous center turn lane. Add 8 ft bicycle lane and 5 ft sidewalk or Shared Use Path (SUP) on both sides of the road.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

TxDOT:				Federal Highway Administration:	
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District #	09	Code Chart 64#	22300		
Project Name	WNF 2018 Killeen Chaparral Rd Phase I			AFA Not Used For Research & Development	

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk(*) next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of widening Chaparral Rd between SH 195 and E Trimmier Rd from 2 lanes to 4 lanes with a continuous center turn lane. Add 8 ft bicycle lane and 5 ft sidewalk or Shared Use Path (SUP) on both sides of the road.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

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when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Killeen ATTN: City Manager 3201 A WS Young Dr. Killeen, TX 76542	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-175	AFA ID	Z00004140	CFDA No.	20.205
AFA CSJs	0909-36-175			CFDA Title	Highway Planning and Construction
District #	09	Code Chart 64#	22300		
Project Name	WNF 2018 Killeen Chaparral Rd Phase I			AFA Not Used For Research & Development	

by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

TxDOT:				Federal Highway Administration:	
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by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0909-36-175			CFDA Title	Highway Planning and Construction
District #	09	Code Chart 64#	22300		
Project Name	WNF 2018 Killeen Chaparral Rd Phase I			AFA Not Used For Research & Development	

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Kent Cagle

Typed or Printed Name

City Manager

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ#	0909-36-175	AFA ID	Z00004140	CFDA No.	20.205
AFA CSJs	0909-36-175			CFDA Title	Highway Planning and Construction
District #	09	Code Chart 64#	22300		
Project Name	WNF 2018 Killeen Chaparral Rd Phase I			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A LOCATION MAP SHOWING PROJECT

Widen Chaparral Rd between SH 195 and E Trimmier Rd from 2 lanes to 4 lanes with a continuous center turn lane. Add 8 ft bicycle lane and 5 ft sidewalk or Shared Use Path (SUP) on both sides of the road.



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District #	09	Code Chart 64#	22300		
Project Name	WNF 2018 Killeen Chaparral Rd Phase I			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$12,880,000	80%	\$10,304,000	0%	\$0	20%	\$2,576,000
Subtotal	\$12,880,000		\$10,304,000		\$0		\$2,576,000
Environmental Direct State Costs	\$5,152	0%	\$0	0%	\$0	100%	\$5,152
Right of Way Direct State Costs	\$10,304	0%	\$0	0%	\$0	100%	\$10,304
Engineering Direct State Costs	\$72,128	0%	\$0	0%	\$0	100%	\$72,128
Utility Direct State Costs	\$36,064	0%	\$0	0%	\$0	100%	\$36,064
Construction Direct State Costs	\$133,952	0%	\$0	0%	\$0	100%	\$133,952
Indirect State Costs	\$611,800	0%	\$0	100%	\$611,800	0%	\$0
TOTAL	\$13,749,400		\$10,304,000		\$611,800		\$2,833,600

- Initial payment by the Local Government to the State: \$123,648
- Payment by the Local Government to the State before construction: \$134,952
- Estimated total payment by the Local Government to the State \$257,600

This is an estimate. The final amount of Local Government participation will be based on actual costs.

This is a placeholder document: please
upload your resolution materials in place of
this document



TxDOT:				Federal Highway Administration:	
CCSJ #	0909-36-175	AFA ID	Z00004140	CFDA No.	20.205
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Subtotal	\$12,880,000		\$10,304,000		\$0		\$2,576,000
Environmental Direct State Costs	\$5,152	0%	\$0	0%	\$0	100%	\$5,152
Right of Way Direct State Costs	\$10,304	0%	\$0	0%	\$0	100%	\$10,304
Engineering Direct State Costs	\$72,128	0%	\$0	0%	\$0	100%	\$72,128
Utility Direct State Costs	\$36,064	0%	\$0	0%	\$0	100%	\$36,064
Construction Direct State Costs	\$133,952	0%	\$0	0%	\$0	100%	\$133,952
Indirect State Costs	\$611,800	0%	\$0	100%	\$611,800	0%	\$0
TOTAL	\$13,749,400		\$10,304,000		\$611,800		\$2,833,600

- Initial payment by the Local Government to the State: \$123,648
- Payment by the Local Government to the State before construction: \$134,952
- Estimated total payment by the Local Government to the State \$257,600

This is an estimate. The final amount of Local Government participation will be based on actual costs.



ADVANCE FUNDING
AGREEMENT WITH TXDOT FOR
CHAPARRAL ROAD PHASE I
PROJECT

RS-24-044

March 5, 2024

Background

- In October 2020, the city applied for a KTMPO Grant for the Chaparral Road Phase I Project (Hwy 195 to East Trimmier Rd)
 - ▣ Approved construction costs in the amount of \$12,880,000 of which \$10,304,000 will be paid as a federal share.
- FY 2020 Capital Improvement Plan includes the design of Chapparal Road Widening Project
- Project is currently under preliminary design which is expected to be completed by Summer 2024

Background

- The Advance Funding Agreement is between TxDOT and the City of Killeen
 - ▣ Is based on the initial grant application
 - ▣ Can be amended after execution
- City will work with KTMPO and TxDOT to update the project scope and cost as the design work continues.
- City will continue to seek additional grant funding for the project.

Recommendation

5

- Staff recommends the Council authorizes the City Manager to enter the Advance Funding Agreement with TxDOT for the Chapparral Road Phase I Project.



City of Killeen

Staff Report

File Number: RS-24-045

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution authorizing the City of Killeen to enter into a Memorandum of Agreement with the United States Army Garrison Fort Cavazos for the Cen-Tex Sustainable Communities Partnership.

DATE: March 5, 2024

TO: Kent Cagle, City Manger

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Consider a memorandum/resolution authorizing the City of Killeen to enter into a Memorandum of Agreement with the United States Army Garrison Fort Cavazos for the Cen-Tex Sustainable Communities Partnership

BACKGROUND AND FINDINGS:

In 2009, Fort Cavazos initiated the Central Texas (Cen-Tex) Sustainable Communities Partnership to cultivate and foster collaboration with our neighboring cities and to bring the government and communities together to share experiences and challenges related to implementing sustainability and develop a regional plan for successful integration. The goal for this partnership is to create a regional baseline to see where we are now and then developed strategies to reduce our consumption of resources and track our progress towards developing a sustainable future. By collectively creating targets and milestones, our communities can develop projects that will create measurable environmental benefits. By exchanging sustainability ideas, providing training, and tracking our shared efforts, we can have a large impact on regional sustainability.

The long-term goal of this partnership is to help foster a regional collaboration among city managers, engineers, planners, and other representatives from the Village of Salado and from the cities of Killeen, Harker Heights, Copperas Cove, Nolanville, Belton, Lampasas, and Gatesville. We will help build self-sustaining, community-based partnerships that will achieve positive environmental impacts, livability, and economic development benefits for many generations to come.

Fort Cavazos is looking for entities willing to commit the time and staff resources necessary for a successful program that will result in projects that address the following issues: air quality, climate change, transportation, energy, land use, green buildings, and resource efficiency. This partnership is intended to result in projects that maximize federal, state, regional, and local resources to provide tangible cross-cutting projects that result in substantial environmental benefits.

Through this initiative the parties involved are expected to actively cooperate in the following areas:

- Developing an Initiative project work plan;

- Identifying funding to support Initiative projects;
- On an as-needed basis, recruiting new participants to support the Initiative in both advisory and project implementation roles;
- Participating in periodic conference calls and face-to-face meetings;
- Developing a mechanism for evaluating and measuring Initiative progress, including emission reductions and other environmental benefits achieved;
- Devoting staff time to support Initiative project activities; and
- Analyzing, selecting, and implementing a variety of sustainable and environmentally beneficial projects for the Central Texas Region.

The City of Killeen has been a member of Cen-Tex since its inception. This membership coincides with the city's stormwater management goals and objectives and TCEQ MS4 permit. Every ten (10) years a new agreement is needed to be executed between all members of the Cen-Tex Partnership. This agreement if executed will be in effect until July 15, 2034.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state, city, and local purchasing policies and regulations.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends the City Council authorize the City to execute and renew the Memorandum of Agreement with Fort Cavazos for the Cen-Tex Partnership. This will ensure the City of Killeen continued partnership and participation within the Cen-Tex Partnership. This partnership will continue to support the City's goals and objectives in managing the Stormwater Management and TCEQ MS4 Permit.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Presentation



DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON, FORT CAVAZOS
1001 761ST TANK BATTALION AVENUE
FORT CAVAZOS, TEXAS 76544-5002

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
UNITED STATES ARMY GARRISON (USAG) FORT CAVAZOS
AND
CENTRAL TEXAS SURROUNDING CITIES
FOR
CEN-TEX SUSTAINABLE COMMUNITIES PARTNERSHIP
IM-W45CL7-24-005-MOA

1. Purpose. To establish a continued multi-year partnership to develop and implement the Cen-Tex Sustainable Communities Partnership (hereafter referred to as the “Partnership”) among Fort Cavazos and surrounding cities (hereafter referred to as “the Parties”) from Killeen, Gatesville, Harker Heights, Copperas Cove, Nolanville, Salado, Belton, and Lampasas to promote sustainability in Central Texas through voluntary programs.

2. Goal. To achieve measurable benefits by agreeing upon common environmental goals and implementing Partnership-guided projects to contribute to the vitality of the Central Texas economy and quality of life for the region’s citizens.

3. Areas of Consideration. To develop and implement the Partnership, the Parties intend to actively cooperate in the following areas:

a. Developing a Partnership project work plan for future planning and project for collaboration.

b. Identifying potential funding requirements to support future Partnership projects.

c. On an as-needed basis, recruiting new participants to support the Partnership in both advisory and project implementation roles.

d. Participating in periodic conference calls, virtual meetings, and face-to-face meetings.

e. Developing a mechanism for evaluating and measuring Partnership progress, including emission reductions and other environmental benefits achieved.

f. Devoting staff time to support Partnership project activities.

g. Analyzing, selecting, and implementing a variety of sustainable and environmentally beneficial projects for the Central Texas Region.

4. Governance. The Parties will constitute the Core Project Management Group of the Partnership, which will act as the decision-making body of this initiative. The Parties will seek cooperation with appropriate state agencies, other federal agencies, non-

SUBJECT: Cen-Tex Sustainable Communities Partnership

governmental organizations, and commercial entities on Partnership projects; and, as determined by the Parties, other participants may join the Partnership in either advisory or Partnership project implementation roles for particular projects.

5. Decision Making. Although majority consensus is desirable, any party who, for some reason, cannot support an initiative is allowed to abstain or withdraw, without repercussion, from participation in that project. Approval of participation in any project or initiative is subject to the approval of the entity's governing body.

6. Limitations.

a. All commitments made by the Parties through this Memorandum of Agreement (MOA) are subject to the approval of the governing body. Nothing in this MOA, in and of itself, obligates the Parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

b. This MOA does not exempt the other Parties from their respective policies requiring competition for financial assistance and contracts. Any endeavor involving the Parties' funding will be handled in accordance with applicable laws, regulations, policies and procedures, and will be subject to separate written agreements.

c. This MOA does not create any right or benefit, substantive or procedural, enforceable by law or equity against the Parties, their officers or employees, or any other person.

d. This MOA does not apply to any person or organization outside of the Parties.

e. The Parties agree that the "Cen-Tex Sustainable Communities Partnership" name may be used in conjunction with the names of other cities in the future. No one Party to this MOA claims exclusive rights to the "Cen-Tex Sustainable Communities Partnership" name, and other neighboring communities to Fort Cavazos are welcome to join the Partnership at any time during this partnership period by signing the MOA.

7. Contacts for the Parties. The following individuals are the designated contacts of the Parties for this MOA and are the members of the Executive Committee on behalf of their organizations:

- **USAG Fort Cavazos:** COL Laticia R. Stokes, Garrison Commander, (254) 288-3451.
- **City of Killeen:** Kent Cagle, City Manager, (254) 501-7700.

SUBJECT: Cen-Tex Sustainable Communities Partnership

- **City of Copperas Cove:** Ryan Haverlah, City Manager, (254) 547-4221.
- **City of Gatesville:** Scott Albert, City Manager, (254) 865-8951.
- **City of Harker Heights:** David Mitchell, City Manager, (254) 953-5600.
- **City of Belton:** Sam Listi, City Manager, (254) 933-5818.
- **City of Nolanville:** Kara Escajeda, City Manager, (254) 698-6335.
- **City of Lampasas:** Finley deGraffenried, City Manager, (512) 556-6831.
- **Village of Salado:** Manuel De La Rosa, Village Administrator, (254) 947-5060.

If this contact information changes, the Parties agree to notify all other parties to this MOA in writing; such written notification shall become an addendum to this MOA.

8. Review of Agreement. This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

9. Modification of Agreement. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative.

10. Termination of Agreement. Any of the Parties may terminate their participation in this MOA at any time.

11. Effective Date. This MOA takes effect beginning on the day after the last Party signs. This Agreement expires on 15 July 2034.

AGREED:

Lakicia R. Stokes
Colonel, US Army
Garrison Commander

Debbie Ann Nash-King
Mayor of Killeen

(Date)

(Date)

SUBJECT: Cen-Tex Sustainable Communities Partnership

Dan D. Yancey
Mayor of Copperas Cove

(Date)

Michael Blomquist
Mayor of Harker Heights

(Date)

Gary Chumley
Mayor of Gatesville

(Date)

David K. Leigh
Mayor of Belton

(Date)

Andy Williams
Mayor of Nolanville

(Date)

Herb Pearce
Mayor of Lampasas

(Date)

Michael Coggin
Mayor of Village of Salado

(Date)



AGREEMENT WITH FORT
CAVAZOS FOR THE CENTEX
SUSTAINABLE COMMUNITIES
PARTNERSHIP

RS-24-045

March 5, 2024

Background

- In 2009, Fort Cavazos initiated the Central Texas Sustainable Communities Partnership (Cen-Tex)
- The goal is to create a regional baseline and develop strategies towards developing a sustainable future
- The partnership fosters regional collaboration among city managers, engineers, planners, and other representatives from the village of Salado and from the cities of Killeen, Harker Heights, Copperas Cove, Nolanville, Belton, Gatesville and Lampasas.

Background

- Though this initiative partners actively cooperate in:
 - ▣ Developing an initiative project work plan
 - ▣ Identifying funding to support initiative project
 - ▣ Recruiting new partners
 - ▣ Attending regular meetings
 - ▣ Evaluating and measuring initiative progress
 - ▣ Devoting staff time to support initiative project activities
 - ▣ Analyzing, selecting, and implementing a variety of sustainable and environmentally beneficial projects for the Central Texas Region

Recommendation

4

- Staff recommends the City Council authorize the City to execute and renew the Memorandum of Agreement with Fort Cavazos for the Cen-Tex Partnership



City of Killeen

Staff Report

File Number: RS-24-046

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution authorizing the award of Bid No. 24-28, Pump Station No. 2 Rehabilitation Project, to Barsh Construction with a contract, in the amount of \$2,272,859.14.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Steve Kana, Interim Executive Director of Public Works

SUBJECT: Authorize the Award of Bid No. 24-28, Pump Station No. 2 Rehabilitation Project to Barsh Construction

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes project R2W - rehabilitation of Pump Station No. 2, which was built in the early 1950's and is located at 301 South Park Street. This project includes architectural, electrical, and mechanical improvements to the existing pump station which serves the northwestern part of the city.

On February 6, 2024, four (4) bids were received in response to Bid No. 24-28, Pump Station No. 2 Rehabilitation Project. The following bids were opened and read aloud:

Purchasing, Water and Sewer, and STV Infrastructure, the design engineering firm, reviewed the bids, relevant bidder experience based on the selection criteria set forth in the contract documents, and response of references. Barsh Construction, located in Waco, Texas is recommended as the awarded bidder for Bid No. 24-28, Pump Station No. 2 Rehabilitation Project, in the amount of \$2,272,859.14, as they are the lowest responsible bidder.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

The total amount of \$2,272,859.14 will be encumbered in FY 2024 and expended until the project is complete.

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

One-time

Is this revenue/expenditure budgeted?

Yes, funds are available in the Water and Sewer CIP Fund account number 387-8934-493.69-03.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Authorize the award of Bid No. 24-28, Pump Station No. 2 Rehabilitation Project to Barsh Construction in the amount of \$2,272,859.14; 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
Purchasing
Finance
Legall

ATTACHED SUPPORTING DOCUMENTS:

Bid Proposal
Notice of Award
Letter of Recommendation
Certificate of Interested Parties
Presentation



City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

Bid No. 24-28

Pump Station No. 2 Rehabilitation

RESPONSE DEADLINE: February 6, 2024 at 2:00 pm

Report Generated: Tuesday, February 6, 2024

Barsh Construction Proposal

CONTACT INFORMATION

Company:

Barsh Construction

Email:

tommy@barshconstruction.com

Contact:

Tommy Fulford

Address:

304 Douglas Ave
Waco, TX 76712

Phone:

N/A

Website:

N/A

Submission Date:

Feb 6, 2024 1:43 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 5, 2024 5:24 PM by Tommy Fulford

Addendum #2

Confirmed Feb 5, 2024 5:24 PM by Tommy Fulford

Addendum #3

Confirmed Feb 5, 2024 5:24 PM by Tommy Fulford

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Conflict_of_Interest_CIQ.pdf

2. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

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

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

3. Acknowledgement – “Boycott Israel”*

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

Confirmed

4. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies 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 Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

5. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

6. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

7. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

8. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

9. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

10. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

11. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

12. Can service be accomplished as specified in the specifications?*

Yes

13. When can service commence after award (number of days)?*

30

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

Please provide the name, title, address, email, and phone number of contact.

Tommy Fulford, PM, PO Box 20727, Waco, Texas 76702, tommy@barshconstruction.com, 254-772-7130

15. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

16. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

N/A

17. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

18. Indicate the company's first year of business operation:*

1995

19. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Bailey Insurance, Erin Simpson, 254-292-1917, 254-753-1132, erin@baileyinsurance.com

20. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

no

21. Proposal Documents*

Please Upload your COMPLETE Proposal here.

Barsh_Proposal_2-6-24.pdf

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Barsh Company

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

2/1/24
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**BID DOCUMENTS
(TO BE RETURNED
WITH BID)**

BID PROPOSAL

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

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

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

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

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

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of _____

5% greatest amount bid
_____ DOLLARS (\$ 5% G.A.B.),

which is a minimum of five (5%) percent of the total amount of the Base Bid.

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

BID FORM - UNIT PRICES
CITY OF KILLEEN PUMP STATION NO. 2 REHABILITATION
BID NO. 24-28: ADDENDUM 3

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT AMOUNT
GENERAL CONDITIONS					
1	Mobilization (Maximum 10.0%)	1	LS	\$79,558.00	\$79,558.00
2	Bonding and Insurance (Maximum 2.5%)	1	LS	\$36,988.00	\$36,988.00
3	Traffic Control Plan	1	LS	\$1,884.00	\$1,884.00
4	Traffic Control Plan Implementation	1	LS	\$1,256.00	\$1,256.00
5	Trench Safety Plan	1	LS	\$1,256.00	\$1,256.00
6	Trench Safety Plan Implementation	1	LS	\$1,734.00	\$1,734.00
7	Stormwater Pollution and Prevention Plan	1	LS	\$1,535.00	\$1,535.00
8	Stormwater Pollution and Prevention Plan Implementation	1	LS	\$1,301.00	\$1,301.00
SITE WORK					
9	Furnish and Install New Gray Water Force Main, Manhole Connection, Pipe Insulation, Weather Jacket, Excavation/Backfill, Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$17,846.00	\$17,846.00
10	Furnish and Install New 12-inch Hot Tap Insertion Valves, Valve Boxes/Covers, Concrete Pad, Excavation/Backfill, Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	3	EA	\$24,923.00	\$74,769.00
11	Remove and Properly Dispose of Existing Concrete Driveway/Approach and Sidewalk, and Furnish and Install New Concrete Driveway/Approach, Asphalt Surface Replacement, Sidewalk, Excavation/Backfill, Grading, Sodding, Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$50,094.00	\$50,094.00
PUMP STATION BUILDING IMPROVEMENTS					
12	DEMOLITION - Remove and Properly Dispose of the Identified Pump Station Building Demolition Items and Site Demolition Items as Specified and Indicated on the Construction Drawings, Including all Materials, Labor, Equipment and Incidentals Required, Complete. NOTE: An asbestos survey has not been conducted, demolition activities may require removal of asbestos containing materials contractor to factor removal of suspected asbestos containing materials into their bid.	1	LS	\$5,430.00	\$5,430.00
13	HIGH SERVICE PUMP STATION - Furnish and Install New 100-Hp High Service Pumps (3), Sump Pumps (2), 2-Ton Electric Hoist, All Piping, Supports, Concrete, Fittings, Valves and Appurtenances, Including Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$467,567.00	\$467,567.00
14	CHLORINATION SYSTEM - Furnish and Install New Gas Chlorination System, Including All Chlorination Equipment, Chlorinators, Scales, Injectors, Vents, Leak Detection System, Solution Booster Pump, Piping, Fittings, Valves, Gauges, Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$73,975.00	\$73,975.00
15	HVAC & PLUMBING - Furnish and Install All New Heating, Ventilation and Air Conditioning Systems, Including Equipment, Fans, Intake Vents, Emergency Wash Station, Water Heater, Piping, Fittings, Valves, Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$188,917.00	\$188,917.00

BID FORM - UNIT PRICES
CITY OF KILLEEN PUMP STATION NO. 2 REHABILITATION
BID NO. 24-28: ADDENDUM 23

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT AMOUNT
16	BUILDING STRUCTURE & FOUNDATION - Furnish and Install All New Building and Foundation Improvements, Including but not limited to Re-Roofing, Concrete, Masonry, EIFS, Doors, Windows, and Glazing Materials, Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational Building.	1	LS	\$369,711.00	\$369,711.00
17	ELECTRICAL & CONTROLS - Furnish and Install All Electrical Equipment, Lighting, Instrumentation, Controls, SCADA System Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	653,776.00	\$653,776.00
CLEARWELL IMPROVEMENTS					
18	Furnish and Install New Ground Storage Tank Vents (2), Repair/Grouting of 16-inch Fill Pipe Connection to Tank, All Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$14,906.00	\$14,906.00
PRESSURE TRANSMITTER VAULT					
19	Furnish and Install New Pressure Indicating Transmitter Vault, Including All Valves, Saddles, Excavation/Backfill, Grading, Materials, Concrete, Sodding, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$6,180.00	\$6,180.00
ALLOWANCE					
20	Proserv Crane Group shall provide and furnish all equipment and labor to installation a 2-Ton Accolift Electric Chain Hoist with Motorized Trolley, as shown on Attachment A, Proserv Crane Group Quote, dated 12/1/2023. Any additional scope items and associated costs not shown or included in the supplier's proposal is the responsibility of the Contractor and shall be included in the Contractor's other associated bid prices. No additional payment by City to Contractor shall be made for failure to include all scope and costs associated with the work item.	1	LS	\$ 22,476.14	\$ 22,476.14
21	Control Panels USA shall provide and furnish all equipment and/or services for the SCADA Improvements required for the Pump Station Upgrades, Including High Service Pumps and Controls, Chemical Feed PLC Upgrades, Fiber Optic Equipment and Services. Any additional scope items and associated costs not shown or included in the supplier's proposal is the responsibility of the Contractor and shall be included in the Contractor's other associated bid prices. No additional payment by City to Contractor shall be made for failure to include all scope and costs associated with the work item.	1	LS	\$ 134,700.00	\$ 134,700.00
22	Asbestos Materials Abatement Allowance. Due to the uncertainty of quantities of asbestos materials to be abated in affected work areas only, the allowance can be used to perform asbestos testing and asbestos abatement of asbestos containing materials as needed in affected work areas. The General Contractor is expected to manage the abatement process once construction begins to include testing and abatement.	1	LS	\$ 30,000.00	\$ 30,000.00
23	Lead Paint Abatement Allowance. Due to the uncertainty of quantities of lead paint to be abated in affected work areas only, the allowance can be used to perform lead paint testing and lead paint abatement of lead paint in affected work areas. The General Contractor is expected to manage the abatement process once construction begins to include testing and abatement.	1	LS	\$ 30,000.00	\$ 30,000.00
24	Brick Allowance. Allowance for brick damaged by lifting of electrical room, to include additional brick, appurtenances, labor, equipment and incidentals required, as specified and indicated on the construction drawings, complete and in-place.	1	LS	\$ 5,000.00	\$ 5,000.00

BID FORM - UNIT PRICES
CITY OF KILLEEN PUMP STATION NO. 2 REHABILITATION
BID NO. 24-28: ADDENDUM 2/3

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT AMOUNT
25	Autodesk Construction Cloud will be utilized as the Construction Management Software for processing submittals and RFIs. The awarded Contractor will need a license for this platform	1	LS	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID PRICE					\$2,272,859.14
ADDITIVE ALTERNATE NO. 1					
A1	300 kW GENERATOR - Furnish all labor, tools, equipment, materials, and other requisites necessary for installation of 300 kW generator and automatic transfer switch including but not limited to generator, transfer switch, panels, conduits, wiring, and any and all material and labor, Complete and In-Place for Fully Operational System. Lump Sum Price to include a BASE BID DEDUCT for Generator Plug and Breaker.	1	LS	\$130,000.00	\$130,000.00
TOTAL ADDITIVE ALTERNATE NO. 1 PRICE					\$130,000.00
TOTAL BASE BID + ADDITIVE ALTERNATE NO. 1 PRICE					\$2,402,859.14

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Merchants
Bonding Company and _____

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

The work proposed to be done shall be accepted when fully completed and finished in accordance with **Pump Station No. 2 Rehabilitation** Plan Sheets and Specifications, to the satisfaction of the Engineer.

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

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

Addendum No. 1 dated 1/24/24 Received 1/24/24
Addendum No. 2 dated 1/30/24 Received 1/30/24
Addendum No. 3 dated 2/1/24 Received 2/1/24

This is a Bid of: Barsh Company Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of NA, or; and Individual, doing business as NA.

By: [Signature]

Seal, if a Corporation

President
TITLE

304 Douglas Avenue
MAILING ADDRESS

304 Douglas Avenue
STREET ADDRESS

Waco, TX 76712
CITY AND STATE

254-772-7130
TELEPHONE NUMBER

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Sherwood; Erin Simpson; John Pegram; Mark McCunniff; Wes Bailey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2023.

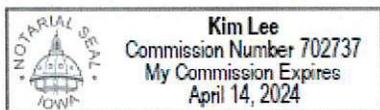


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of February, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of February, 2024.



William Warner Jr.
Secretary

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	Barsh Company		
Business Address:	304 Douglas Avenue Waco, TX 76712		
Telephone Number:	254-772-7130		
Fax Number:	254-772-7446		
Form of Business:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture
IF A CORPORATION			
Date of Incorporation:	November 1, 1995		
State Incorporated:	Texas		
President's Name:	Tate Christensen		
Vice President's Name:	Misty Christensen Debbie White		
IF A PARTNERSHIP			
Date of Organization:	NA		
Type	NA	General NA	Limited NA
IF AN INDIVIDUAL			
Name:	NA		
Business Address:	NA		
IF A JOINT VENTURE			
Name of Manager:	NA		
Name of Firm:	NA		
Name of Individual Companies:	NA NA NA		
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	27	Past Year's Revenues:	\$20M +
Average Number of Projects Annually:	10	Average Construction Cost of Project:	\$4M
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Piping Rough Carpentry Earthwork			
2. List work that will be provided by Subcontractors on this project.			
Electrical Controls Roofing		HVAC Concrete masonry	

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience on pump station construction? <i>28 years</i>			
As a General Contractor:	<i>28 years</i>	Number of Total Projects:	<i>1202</i>
2. Number of pump station projects installing 100 hp (plus/minus) Split Case Centrifugal Pumps in the past five (5) years?			<i>2</i>
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			<i>no</i>
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			<i>no</i>
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			<i>no</i>
6. Is offering company currently involved in any litigation or contemplating any litigation?			<i>no</i>
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			<i>no</i>
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			<i>no</i>

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	<i>Tommy Fulford</i>
Years of Experience as PM	<i>20 years</i>
Number of Similar Projects as PM with this company	<i>8</i>
Number of Similar Projects with other companies (PM)	<i>0</i>
Current Assignments	<i>Crawford WTP, Elm 2, Smith St. Pump Station, Salado Pump Station</i>
% of time dedicated to this project	<i>60%</i>
Reference Project	
Project Name:	<i>Waco Airport Pump Station</i>
Title:	<i>Purchasing Agent</i>
Telephone Number:	<i>254-750-8060</i>
Reference Name:	<i>Jody Kopp</i>
Organization:	<i>City of Waco</i>
Email:	<i>jodyc@waco.tx.gov</i>
PROJECT SUPERINTENDENT	
Name of Superintendent	<i>David Pembleton</i>
Years of Experience as Superintendent	<i>11 years</i>
Number of Similar Projects as Super with this company	<i>8 years</i>
Number of Similar Project with other companies (Super)	<i>0</i>
Current Assignments	<i>Smith St Pump Station, Salado Pump Station, Crawford WTP</i>
% of time dedicated to this project	<i>100%</i>
Reference Project	
Project Name:	<i>North Bosque Water Supply</i>
Title:	<i>Owner</i>
Telephone Number:	<i>254-723-1248</i>
Reference Name:	<i>Daryl Weems</i>
Organization:	<i>NBWSK</i>
Email:	<i>daryl.weems@gmail.com</i>

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
Vertical Turbine Pump Station				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of McGregor	Plant 2 P.S. Imp.	\$461,986.49	7/3/13	1%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Paul Kilpatrick	Utility Director	City of McGregor	254-840-2806	pkilpatrick@mcgregor-texas.com
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Gary Graham	Engineer	Walker Partners	512-633-3012	ggraham@walkerpartners.com
REFERENCE PROJECT 2				
Project Description				
Vertical Turbine Pump Station				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Waco	Waco Airport P.S.	\$2,561,269.80	2/27/18	2%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Jody Kopp	Purchasing Agent	City of Waco	254-750-8060	jodyc@wacotx.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
David Marek	Vice President	CP&Y	254-772-9272	dmarek@cpyi.com
REFERENCE PROJECT 3				
Project Description				
Split Case Pump				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
North Bosque WSC	NBWSC Plant Imp.	\$610,335.68	10/23/18	3%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Daryl Weems	Owner	NBWSC	254-723-1248	daryl.weems@gmail.com
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Dana Reid	Engineer	Clark-Fuller	254-899-0899	D.Reid@clark-fuller.com

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS

PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)

Name	Work to be Provided	% of Contract
T MORALIS	ELECTRICAL	22%

Provide a list of major equipment or material suppliers for use on project.

Supplier Name	Material or Equipment Supplied
SMITH PUMP	PUMPS

AFFIDAVIT

State Texas

County of Mc Lennan

Tate Christensen, being duly sworn deposes and attests that he/she is
(name)
President and is a duly authorized representative of the Offeror
(title)

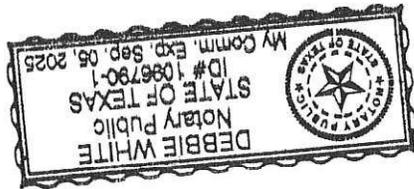
submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

Tate Christensen
Signature

Signed and sworn to me before this 1st day of February, 2024.

Debbie White
Notary Public

My Commission expires: 09-05-25



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Barsh Company

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

2/1/24
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF CORPORATE RESOLUTION

I, Debbie White, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Barsh Company, a Texas corporation, (the "Corporation").

2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.

3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on January 1, 2024 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.

4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Tate Christensen : President

Misty Christensen : Vice President

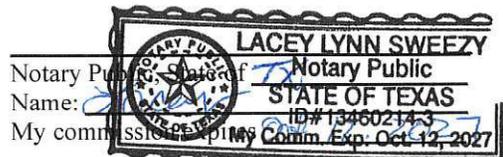
Debbie White : Secretary

TO CERTIFY WHICH I have executed this certificate this 1st day of February, 2024.

Debbie White
Secretary

STATE OF Texas
COUNTY OF McLennan

This instrument was acknowledged before me on the 1st day of February, 2024 by Debbie White, Secretary, of Barsh Company, a corporation, on behalf of said Corporation.



BARSH COMPANY

Unanimous Consent of Sole Director

In Lieu of an Annual Meeting of the Director

Pursuant to Section 6.201 of the *Texas Business Organizations Code*, the undersigned, being the sole Director of **Barsh Company**, a Texas corporation (the "Company"), and in lieu of the annual meeting of the Director, the call of which is expressly waived, does hereby consent to the following:

Election of Officers

"RESOLVED, that the following persons be and they are hereby elected to fill the following offices, each to serve until the next annual meeting of the Director of the Company and until their successor is chosen and qualified or until their earlier death, resignation or removal from office:

<u>Officer</u>	<u>Office</u>
Leonard Tate Christensen	President, Secretary, and Treasurer
Misty Christensen	Vice President
Debbie White	Vice President

Ratification of Activities

"RESOLVED FURTHER, that all acts, transactions, purchases, proceedings, elections and appointments of the Officers of this Company which have been taken or made since the last meeting are hereby ratified, approved and adopted as the act of the Company."

This consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one Consent.

Effective Date: January 1, 2024.

SIGNATURE OF SOLE DIRECTOR:



Leonard Tate Christensen, Director

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

NA

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or business relationship with person named in item 3

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

NA

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said NA, this the _____ day
of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

Barsh Company
 Woodway, TX United States

Certificate Number:
 2024-1118117

Date Filed:
 01/30/2024

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

Date Acknowledged:

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

Project Bid No. 24-28
 City of Killeen Pump Station No. 2 Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barsh Company	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tate Christensen, and my date of birth is 8/8/64.

My address is 675 Cedar Canyon, Crawford, TX, 76638, McLennan
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 1st day of February, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE:  DATE: 2/1/24
PRINT NAME: Tate Christensen

Replace: Sheet C2.5 (Reference Q35 above)

Replace: Sheet C5.4 (Reference Q4 above)

Replace: Sheet M1.3 (Reference Q12 above)

Replace: Sheet M2.2

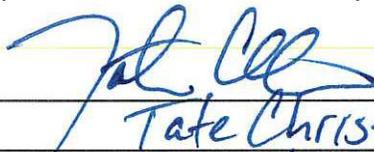
Replace: Sheets H1.1, H1.2, and H1.3 (Reference Q 13 – 16 above)

Please acknowledge receipt of this Addendum No. 2 by signing below and submitting with the Bid.

Acknowledged: _____

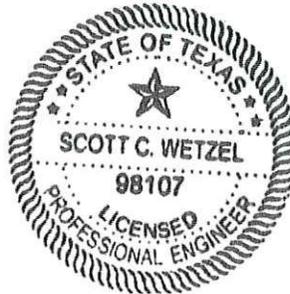
By: _____

Title: _____


Tate Christensen
President



Scott C. Wetzel, PE
CP&Y, Inc. dba STV Infrastructure



Question (Q) No.	Question	Answer
14	We see that a Cla Valve is specified for the pump control valve. Would you consider other manufacturers? (OpenGov Q57)	Valves shall be Cla-Val.

BID DOCUMENTS:

- Replace:** Bid Proposal Form. Revisions have been made in the Allowance portion of the Bid Proposal Form.
- Add:** Bid Proposal Attachment B, Allowance Line Item 21, CPUSA Quote dated January 30, 2024, Proposal #24-5416.
- Replace:** Supplementary Conditions. Item 25 has been added to reflect changes to General Conditions, Article 11.02 Cash Allowances.

SPECIFICATIONS:

- Replace:** Specification 02 41 19, Selective Demolition. Section 1.09. Field Conditions has been revised.
- Replace:** Specification 09 91 13, Exterior Painting – Building. Section 1.07. Field Conditions has been revised.
- Replace:** Specification 33 12 23.30, Split Case Horizontal Mounted Pump. Materials of Construction and Performance Requirements have been revised.

DRAWINGS:

- Replace:** Sheet M1.2.
- Replace:** Sheet M1.3.

Please acknowledge receipt of this Addendum No. 3 by signing below and submitting with the Bid.

Acknowledged: _____
 By: Tate Christensen
 Title: President

Scott C. Wetzel

Scott C. Wetzel, PE
 CP&Y, Inc. dba STV Infrastructure



NOTICE OF AWARD

Dated: March 12, 2024

TO: Barsh Construction

(BIDDER)

ADDRESS: 304 Douglas Ave.

Waco, TX 76712

Project: Pump Station No. 2 Rehabilitation

OWNER's Contract No. Bid No. 24-28

You are notified that your Bid dated February 6, 2024, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Installation of:

The base bid for the Pump Station No. 2 Rehabilitation Project.

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is two million, two hundred seventy-two thousand, eight hundred and fifty-nine Dollars and fourteen cents (\$2,272,859.14).

2 copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent:

1. Within fifteen (15) days of the date of this Notice of Award; that is, by:
 - Deliver to the ENGINEER 2 fully executed counterparts of the Contract Documents. (Each of the Contract Documents must bear your signature on every appropriate page.)
 - Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 5.01) and Supplementary Conditions.
 - Deliver with the executed Contract Documents and Contract Security (Bonds) a Certificate of Insurance that complies with the Supplementary Conditions.
 - (List other conditions precedent).

2. By the Pre-Construction Meeting on _____:
3. Prior to Construction:
 - SWPPP (approximately a 30-day process to approve)

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Document.

CITY OF KILLEEN

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)



200 West State Highway 6, Suite 620
 Waco, TX 76712
 o. 254.772.9272 | f. 254.776.2924
 TBPE F-1741 | TBPLS 10194115
 stvinc.com

February 8, 2024

Steve Kana, Director of Water & Sewer Utilities
 City of Killeen
 P.O. Box 1329
 Killeen, TX 79540-1329

**Re: Letter of Recommendation for Award of Bid
 Bid No. 24-28, Pump Station No. 2 Rehabilitation**

Dear Steve:

Four bids were received and opened at 2:15 p.m. on Thursday, February 6, 2024 for the Pump Station No. 2 Rehabilitation Project. The bid was structured with a base bid, six allowances, and one additive alternative. The additive alternate included a 300 kW Generator. The bids are as follows:

	Barsh Company	Bell Contractors	Matous Construction	Seneca Construction Management
Base Bid	\$2,272,859.14	\$2,660,436.79	\$2,811,176.14	\$2,803,407.12
Additive Alternate 1	\$130,000.00	\$182,385.48	\$145,000.00	\$176,555.88
Total Base Bid Plus Additive Alternate 1	\$2,402,859.14	\$2,842,822.27	\$2,956,176.14	\$2,979,963.00

The four bids were fairly competitive. For the Base Bid, the difference in bid prices between the high and low bidders was 21%. Likewise, the variance between the high and low bids including Additive Alternate No. 1 was also 21%.

Barsh Company’s base bid price is 29% higher than the Engineer’s OPCC of \$1,691,291.14 dated December 4, 2023. Their base bid plus additive alternate sum is 18% higher than the Engineer’s OPCC of \$1,991,291.14. In comparing the contractors’ bid prices to the Engineer’s OPCC, the primary differences in price occurred in the building structural and façade work item, the electrical/controls work item, and the increase in bid allowances, including the CPUSA allowance of \$134,700.00 for SCADA/controls work that was added per Addendum 3.

Barsh Company listed T. Morales and the electrical subcontractor and also listed Smith Pump as the pump supplier. CP&Y, Inc. dba STV Infrastructure (STV) has worked successfully with Barsh Company in the past on the City of Waco Airport Pump Station project and the City of Woodway 2019 Street and Utility Reconstruction project. We did contact two references provided by the Contractor for similar project work and received favorable replies. The individuals contacted were both positive in their reviews and stated that each had worked with

Barsh Company on multiple projects, had been proactive and helpful in remedying unforeseen construction issues encountered while simultaneously continuing with construction, have been on schedule, and would recommend them for future projects. However, as with all references for project performance, many variable impact a contractor's performance, including the specific superintendent and work crew on the project. As a result, a contractor's successful past performance is not a guarantee of future similar performance.

Based on the above considerations, I recommend the City award the project for the Base Bid amount of \$2,272,859.14 to Barsh Company.

Please contact me if you have any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Scott Wetzel", with a large, sweeping flourish at the end.

Scott C. Wetzel, PE
Project Manager
CP&Y, Inc. dba STV Infrastructure

Attachment: Bid Tab for Bid No. 24-28

CC: Project File: CKIL2200977

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.
Barsh Company
Woodway, TX United States

Certificate Number:
2024-1118117

Date Filed:
01/30/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Project Bid No. 24-28
City of Killeen Pump Station No. 2 Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barsh Company	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tate Christensen, and my date of birth is 8/8/64.

My address is 675 Cedar Canyon, Crawford, TX, 76638, M=Lennan
(street) (city) (state) (zip code) (country)

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

Executed in M=Lennan County, State of Texas, on the 1st day of February, 2024.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)



AWARD BID NO. 24-28, PUMP STATION NO. 2 REHABILITATION PROJECT

RS-24-046

March 5, 2024

Background and Findings

- The 2019 Water and Wastewater Master Plan includes project R2W – rehabilitation of Pump Station No. 2 which was built in the early 1950's and located at 301 South Park Street.
- This project includes architectural, electrical, and mechanical improvements to the existing pump station which serves the northwestern part of the city.
- On February 6, 2024, four (4) bids were received from the following vendors:

Background and Findings

BIDDERS	BASE BID
Barsh Construction	\$2,272,859.14
Bell Contractors	\$2,660,436.79
Seneca Construction	\$2,803,407.12
Matous Construction	\$2,811,176.14

- Barsh Construction is the selected vendor for Bid 24-28, Pump Station No. 2 Rehabilitation Project, as they are the responsive low bidder providing the best value to the city.

Recommendation

- Authorize the award of Bid No. 24-28, Pump Station No. 2 Rehabilitation Project to Barsh Construction; authorize the City Manager, or designee, to execute a construction contract in the amount of \$2,272,859.14 with Barsh Construction, and furthermore, 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-24-047

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
---	-----------------------	------------	-----------------------	--------------	------------

Consider a memorandum/resolution approving the replacement of the Municipal Court audio visual system with GTS Technology Solutions, in an amount of \$52,619.64.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Approve the replacement of the A/V Systems for the Municipal Court

BACKGROUND AND FINDINGS:

Municipal Court is in need of a major audio/visual overhaul. As the court is now a Municipal Court of Record, the current AV system does not meet the standards a Court of Record should uphold. The current audio and video system at the municipal court is over 10 years old, which makes it outdated and unable to keep up with modern technological standards. This overhaul will allow for better and more consistent audio recording, remote controls for the Court Clerk that will allow for less interruptions and quicker proceedings, an updated assisted hearing system, digital projector and connections. With an aging system comes an increased risk of malfunctions and breakdowns. Over time, components degrade, and the reliability of the system diminishes, potentially leading to disruptions in court proceedings.

To ensure the smooth operation of the court and avoid any interruptions due to technical issues, it's imperative to invest in a new, more reliable audio and video system. A more reliable and efficient system will reduce maintenance costs and the need for frequent repairs or replacements of outdated equipment. Additionally, improved recording quality and functionality can lead to time savings for court staff and legal professionals, ultimately translating into cost savings for the municipality.

In conclusion, upgrading the audio and video system at the municipal court is a necessary investment to ensure the smooth operation of the court of record. By embracing modern technology, we can improve recording quality, enhance functionality, ensure compliance with legal standards, and ultimately facilitate the fair and efficient administration of justice.

Staff is recommending approving the replacement of the Municipal Court audio video systems.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The Information Technology Department is seeking approval to upgrade the Municipal Court Audio Visual System using GTS Technology Solutions TIPS 230105, DIR-CPO-5101 and DIR-CPO-4754. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The amount of the expenditure for fiscal year 2024 is \$52,619.64.

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

This is a one-time expense.

Is this revenue/expenditure budgeted?

Yes, funding is available in the Court Technology Fund account 240-5015-417.61-40.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council approve the contract with GTS Technology Solutions in an amount of \$52,619.64 using the TIPS 230105, DIR-CPO-5101 and DIR-CPO-4754 contract, and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Legal
Finance
Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Quote

Contract Verification Form

Certificate of Interested Parties

Presentation



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0107255
Date: 1/17/2024
Delivery Date:
Expire Date: 3/19/2024
Customer ID: TXKLLN13004
Sales Contact: Jairus Mika

QUOTE FOR:		SHIP TO:	
City of Killeen		City of Killeen	

CUSTOMER P.O. NO.	TERMS	SALES REP
Court Room	Net 30 Days	Ashley Ambroso
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	QB50C: Samsung QBC Series 50" UHD 4K HDR Commercial Monitor NOTE: Display for hall outside Court Room (to be hung vertically)	TIPS 230105	1.00	EACH	\$744.67	\$744.67
2	FSR1U: Chief Small Flat Panel Fixed Wall Mount	TIPS 230105	1.00	EACH	\$61.33	\$61.33
3	94285LSC: Da-Lite ADVANTAGE 110D SCREEN 54X96NPA MW BLACK CASE	TIPS 230105	1.00	EACH	\$2,488.82	\$2,488.82
4	V11HA27020: Epson PowerLite L530U 5200-Lumen WUXGA Education & Corporate Laser 3LCD Projector	DIR-CPO-5101	1.00	EACH	\$2,199.00	\$2,199.00
5	SYSAUW: Chief Suspended Ceiling Projector System (0 to 12" Drop, White)	TIPS 230105	1.00	EACH	\$388.41	\$388.41
6	COM520PR2: CAM520 Pro2 Conference Camera	TIPS 230105	1.00	EACH	\$950.83	\$950.83
7	PTMLTWA01: AVER PRO PTZ & TR CAMERA Series Camera Mount L-Type for Wall & Ceiling	TIPS 230105	1.00	EACH	\$68.76	\$68.76
8	IC280AR2: Black Box USB 2.0 Extender	TIPS 230105	1.00	EACH	\$411.51	\$411.51
9	HMXL44CS-KIT: Blustream 4x4 HDBaseT™ Matrix Kit - 70m (4K up to 40m), Bi-directional	TIPS 230105	1.00	EACH	\$2,711.65	\$2,711.65
10	HEX31WP-TX-US: Blustream 2 x HDMI & 1 USB-C Wall Plate HDBaseT Transmitter (US)	TIPS 230105	1.00	EACH	\$660.00	\$660.00
11	R9861611USB1: Barco ClickShare C-10 (Second Generation)	TIPS 230105	1.00	EACH	\$1,320.82	\$1,320.82
12	60-1301-01: Extron XPA U 1004 SB Four Channel Bridgeable Output Amp, 100/200 Watts	TIPS 230105	1.00	EACH	\$811.76	\$811.76
13	60-1912-01A: Extron: IPCP Pro xi Control Proc., LL UI Upgrade	TIPS 230105	1.00	EACH	\$2,164.71	\$2,164.71
14	60-1565-02: Extron: TLP Pro 1025T Touch Panel	TIPS 230105	1.00	EACH	\$1,900.00	\$1,900.00
15	GSM4212P-100NAS: NETGEAR AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch	TIPS 230105	1.00	EACH	\$682.49	\$682.49
16	12QL0004US: Lenovo ThinkSmart Core + IP Controller (Zoom)	TIPS 230105	1.00	EACH	\$2,690.59	\$2,690.59
17	RM-WAP-8: Yamaha Wireless Access Point for 8 ADECIA RM Series DECT Microphones (1.9 GHz)	TIPS 230105	1.00	EACH	\$3,858.82	\$3,858.82

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0107255
Date: 1/17/2024
Delivery Date:
Expire Date: 3/19/2024
Customer ID: TXKLLN13004
Sales Contact: Jairus Mika

QUOTE FOR: City of Killeen		SHIP TO: City of Killeen
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CUSTOMER P.O. NO. Court Room	TERMS Net 30 Days	SALES REP Ashley Ambroso
--	-----------------------------	------------------------------------

SHIPPING TERMS	SHIP VIA
-----------------------	-----------------

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
18	RM-WCH8: Yamaha RM-WCH8 ADECIA Microphone Charger Base for Eight RM Wireless DECT Microphones (1.9 GHz)	TIPS 230105	1.00	EACH	\$912.94	\$912.94
19	RM-WGL: Yamaha ADECIA Series DECT Wireless Gooseneck 12" Tabletop Microphone (1.9 GHz)	TIPS 230105	4.00	EACH	\$650.59	\$2,602.36
20	RM-WDR: Yamaha RM-WDR ADECIA Series DECT Wireless Directional Tabletop Microphone (1.9 GHz)	TIPS 230105	2.00	EACH	\$516.47	\$1,032.94
21	RM-WOM: Yamaha ADECIA Series DECT Wireless Omnidirectional Tabletop Microphone (1.9 GHz)	TIPS 230105	2.00	EACH	\$516.47	\$1,032.94
22	RM-CR: Yamaha RM-CR Remote Conference Processor with Dante	TIPS 230105	1.00	EACH	\$1,620.00	\$1,620.00
23	RM-MRK: Yamaha RM-MRK Rackmounting Accessory for RM-CR Remote Conference Processor	TIPS 230105	1.00	EACH	\$98.82	\$98.82
24	24-4P-P-L6SH-WHT: Liberty AV CAT6 23/4P F/UTP CMP WHITE NOTE: 1,000 FT	TIPS 230105	2.00	EACH	\$729.47	\$1,458.94
25	24-4P-P-L6-EN-BLK: Liberty AV CAT6 550 23/4P UTP CMP BLACK NOTE: 1,000 FT	TIPS 230105	1.00	EACH	\$412.92	\$412.92
26	22-1P-CMP-EZ-BLK: Liberty AV QWIKSTRIP 22/1P AUDIO CMP BLK NOTE: 1,000 FT	TIPS 230105	1.00	EACH	\$235.52	\$235.52
27	18-2C-P-BLK: Liberty AV COMMERCIAL 18/2 CMP BLACK NOTE: 1,000 FT	TIPS 230105	1.00	EACH	\$206.54	\$206.54
28	COMET-H03M: Liberty AV COMET 10G HDMI CBL BLK 3.0M	TIPS 230105	2.00	EACH	\$9.65	\$19.30
29	COMET-H02M: Liberty AV COMET 10G HDMI CBL BLK 2.0M	TIPS 230105	5.00	EACH	\$8.00	\$40.00
30	COMET-H01M: Liberty AV COMET 10G HDMI CBL BLK 1.0M	TIPS 230105	5.00	EACH	\$6.42	\$32.10
31	152G6U0007: Liberty AV CAT6 UTP PATCH CABLE 7' BLK	TIPS 230105	10.00	EACH	\$4.62	\$46.20
32	152G6U0003: Liberty AV CAT6 UTP PATCH CABLE 3' BLK	TIPS 230105	10.00	EACH	\$3.25	\$32.50



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0107255
Date: 1/17/2024
Delivery Date:
Expire Date: 3/19/2024
Customer ID: TXKLLN13004
Sales Contact: Jairus Mika

QUOTE FOR:	SHIP TO:
City of Killeen	City of Killeen

CUSTOMER P.O. NO.	TERMS	SALES REP
Court Room	Net 30 Days	Ashley Ambroso

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
33	106192: Platinum Tools 106192 RJ45 CAT6A 10 Gig Shielded Connector with Liner, Solid 3-Prong, 50-Pack, Bag	TIPS 230105	1.00	EACH	\$63.51	\$63.51
34	100010LW: Platinum Tools Category 6 EZ-RJ45 plugs in a 50-pack Bag	TIPS 230105	1.00	EACH	\$34.65	\$34.65
35	RCS-3524: Middle Atlantic RCS 35-Rack Configured System	TIPS 230105	1.00	EACH	\$1,299.66	\$1,299.66
36	PD-915R: Middle Atlantic PD-915R Rackmount Power Strip 9-Outlet 15A (Black)	TIPS 230105	1.00	EACH	\$126.35	\$126.35
37	5P1500RT: Eaton 5P rack/tower UPS. 1440 VA / 1440W, 2U, 120V, 5-15P input, (8) 5-15R output	TIPS 230105	1.00	EACH	\$960.52	\$960.52
38	FREIGHT CHARGE: Heavy Freight	NON CONTRACT	1.00	EACH	\$0.00	\$0.00
39	SERVICES: GTS SERVICES: AV Installation and Programming NOTE: Please See SOW Details.	DIR-CPO-4754	1.00	EACH	\$15,196.12	\$15,196.12
40	SERVICES: PROJECT MANAGEMENT: Project Management	DIR-CPO-4754	16.00	EACH	\$65.04	\$1,040.64

	Total Weight (EACH):	0	Sales Total:	\$52,619.64
	Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>			Tax Total:	\$0.00
			Total (USD):	\$52,619.64



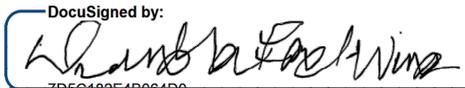
Contract Verification

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.

DocuSigned by:

 7D5C182E4B004D0...
 Signature

Diandra Ford Wing
 Printed Name

2/12/24
 Date

GTS Technology Solutions, Inc.
 Company Name

Director of Inside Sales
 Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1122710

Date Filed:
02/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GTS Technology Solutions, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
QT0107255
AV at Courts

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 Diandra Ford Wing, and my date of birth is 7/25/1979.

My address is 9211 Waterford Centre Blvd., Suite 275, Austin, TX, 78758, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 12 day of February, 2024.
(month) (year)

DocuSigned by:

7D5C182E4B004D0...
Signature of authorized agent of contracting business entity (Declarant)



MUNICIPAL COURT AUDIO/VIDEO REPLACEMENT

RS-24-047

March 5, 2024

Background

- The current audio and video system at the Municipal Court is over 10 years old and no longer supported
- With the aging system there is an increased risk of malfunctions and breakdowns
- Over time, components degrade, and the reliability of the system diminishes, potentially leading to disruptions in court proceedings.

Background

- ❑ A more reliable and efficient system will reduce maintenance costs and the need for frequent repairs or replacements of outdated equipment
- ❑ Improved recording quality and functionality can lead to time savings for court staff and legal professionals, ultimately translating into cost savings for the court
- ❑ By embracing modern technology, we can improve recording quality, enhance functionality, ensure compliance with legal standards, and ultimately facilitate the fair and efficient administration of justice

Recommendation

- Staff recommends that the City Council approve the contract with GTS Technology Solutions in the amount not to exceed \$52,619.64 using the TIPS 230105, DIR-CPO-5101 and DIR-CPO-4754 contract, and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law



City of Killeen

Staff Report

File Number: RS-24-048

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution authorizing the renewal of annual maintenance agreement of Municipal Court Software, in an amount of \$258,282.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Renewal of annual maintenance agreement of Municipal Court Software

BACKGROUND AND FINDINGS:

The Tyler Technologies Incode court case management software is used for Municipal Court case management functions, the current system allows for automated document indexing, multiple document review, removal of closed cases from the electronic database, and automated email correspondence. This software is an essential tool in managing court cases, warrants, statistical reporting, and other mission critical activities.

This contract provides for annual software support and maintenance of the INCODE Court Case Management System used by the Municipal Court Department.

This is a three-year software support and maintenance contract of the INCODE court case management system used by the Municipal Court Department. INCODE is an essential tool in managing court cases, warrants, statistical reporting, and other mission critical activities.

Using the Court Notifications module allows the City's Municipal Court to be in compliance with the requirements of the Code of Criminal Procedure Article 103.0033 and Title 1,175.3 of the Texas Administrative Code (TAC) which is a Collection Improvement Program. The State of Texas Office of Court Administration audits the Municipal Courts delinquency phone calls for defendants who have convictions and have received a payment plan or an extension for their citations.

The software support and maintenance agreement is only available from Tyler Technologies, Inc.; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement.

THE ALTERNATIVES CONSIDERED:

None.

Which alternative is recommended? Why?

Renewal of this support keeps the City's Municipal Court Management software system legally licensed and under support by Tyler Technologies, Inc.

CONFORMITY TO CITY POLICY:

The software support and maintenance agreement are only available from Tyler Technologies, Inc.; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement.

FINANCIAL IMPACT:

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

FY 2024 expenditure is \$81,929. FY 2025 will be \$86,026 with a 5% increase and FY 2026 will be \$90,327 with a 5% increase.

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

Recurring

Is this revenue/expenditure budgeted?

Yes, funding is available in the Information Technology Internal Service Fund account 627-2705-419.61-40.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council approve the renewal of annual maintenance agreement of Municipal Court Software with Tyler Technologies in an amount of \$258,282, and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Contract Amendment
Contract Verification Form
Presentation



Maintenance and Support Renewal Amendment

This Amendment is attached to and made part of the contract dated on or about May 15, 2014 (“Agreement”) between The City of Killeen, Texas (“You”, “Your”, and similar) and Tyler Technologies, Inc. (“We”, “us”, and similar). This Amendment is effective as of the date your authorized representative signs below (“Effective Date”). We will provide you with maintenance and support services for the Tyler Software licensed to you under the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. All terms and conditions of the Agreement not herein amended or superseded shall remain in full force and effect.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences April 1, 2024, and remains in effect for three (3) years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees, as listed in the proforma attached hereto as Exhibit A are due upon the Effective Date. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. Fees for subsequent terms are subject to change but will not increase by more than five percent (5%) per year for three (3) years from the Effective Date.
3. **Termination.** If you terminate the maintenance term prior to the expiration of the initial three-year term, the fees owed for annual maintenance and support plus five percent (5%) annual increases for the remainder of the term shall be due and payable within thirty (30) days of your written notice.
4. **Maintenance and Support Services.** As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process, perform our maintenance and support obligations as outlined in the Agreement. A copy of our current Support Call Process is attached hereto as Exhibit B.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Killeen, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit A
Proforma

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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
 PROFORMA**

Empowering people who serve the public®

Company	Order No.	Date	Page
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Questions
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



To: CITY OF KILLEEN
 INFORMATION TECHNOLOGY
 P.O. BOX 1329
 KILLEEN, TX 76540-1329
 United States

Ship To: CITY OF KILLEEN
 INFORMATION TECHNOLOGY
 P.O. BOX 1329
 KILLEEN, TX 76540-1329
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 49443		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Killeen, TX				
1 Renewal: Incode Court Case Management Suite Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	61,295.01	61,295.01
2 Renewal: Incode Content/Document Management Suite - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	8,564.85	8,564.85
3 Renewal: System Software - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	2,069.36	2,069.36
4 Renewal: Secure Signatures - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	0.00	0.00
5 Renewal: Output Director - Existing Customers -Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	0.00	0.00
6 Renewal: Tyler Content Manager Standard Edition -TCM SE - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	0.00	0.00
7 Renewal: Jury Data Import (Generic Interface) - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
8 Renewal: Collection Agency Export Interface - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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 PROFORMA**

Empowering people who serve the public®

Company	Order No.	Date	Page
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Questions
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
9 Renewal: Caseless Warrant Program - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
10 Renewal: Centralized Cash Collections - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
11 Renewal: Criminal Court Case Management - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
12 Renewal: Officer Email Notification (Generic Interface) - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
13 Renewal: Court Incode Web Services/ API - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
14 Renewal: Citation Issuing Device Interface - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
15 Renewal: Incode Scheduling - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
16 Renewal: GIS/ Street Index Import - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
17 Renewal: General Ledger (non-Incode) Interface - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
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Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
18 Renewal: Refund Process Interface to H.T.E - Maintenance Maintenance: Start: 04/01/2024, End: 03/31/2025; Term: 12 months :	1	EA	0.00	0.00
19 Renewal: Court Case Resolution Bundle Maintenance Plan: ; Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	0.00	0.00
20 Renewal: Defense Attorney Access Maintenance Plan: ; Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	5,000.00	5,000.00
21 Renewal: Court Public Access Maintenance Plan: ; Start: 04/01/2024, End: 03/31/2025; Term: 12 months	1	EA	5,000.00	5,000.00

Does not include any applicable taxes

Order Total: 81,929.22

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



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.

DocuSigned by:

 7DEC102E4D004D0...
 Signature

Diandra Ford Wing
Printed Name

2/12/24
Date

GTS Technology Solutions, Inc.
Company Name

Director of Inside Sales
Title



MUNICIPAL COURT SOFTWARE MAINTENANCE AGREEMENT RENEWAL

RS-24-048

March 5, 2024

Background

2

- The Court has been using INCODE software from Tyler Technologies since 2014
- Tyler Technologies INCODE software is used for Municipal Court functions, which includes:
 - ▣ Defense attorney/court public access
 - ▣ Court notification module
 - ▣ Case management
 - ▣ Warrants

Background

3

- This is a three-year software support and maintenance contract of the INCODE court case management system, in the amount of \$258,282
 - ▣ FY 2024 - \$81,929
 - ▣ FY 2025 - \$86,026 with a 5% increase
 - ▣ FY 2026 - \$90,327 with a 5% increase

Background continued

- The software support and maintenance agreement are only available from Tyler Technologies, Inc.; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. Contract term: April 1, 2024 - March 31, 2027
- Estimated expenses are not to exceed \$258,282

Recommendation

- Staff recommends that the City Manager or his designee be authorized to execute the renewal of the software maintenance agreement with Tyler Technologies, Inc., for three years in the amount of \$258,282 and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law



City of Killeen

Staff Report

File Number: RS-24-049

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution appointing presiding and alternate judges for the May 4, 2024 General Election.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Appointment of Presiding and Alternate Judges for May 4, 2024 General Election

BACKGROUND AND FINDINGS:

The City will conduct a General Election on May 4, 2024. Section 32.001 of the Texas Election Code requires that a presiding election judge and an alternate presiding judge shall be appointed for each precinct in which an election is held. Additionally, Section 32.005 of the Texas Election Code states that the governing body of a political subdivision shall appoint the judges.

The following individuals are hereby named as presiding election judges and alternate judges for said election at said precinct polling places, and as the Early Voting Ballot Board (EVBB)/Central Counting Station personnel to process ballots by mail, early voting results and election day voting results.

Early Voting

Killeen City Hall (*Main Early Voting Location*):

- Barry Birchard, Lead Deputy Early Voting Clerk
- Eddie Smith, Deputy Early Voting Clerk

Jackson Professional Learning Center (*Branch Early Voting Location*):

- Tuwana Jones, Lead Deputy Early Voting Clerk
- Gail Fletcher, Deputy Early Voting Clerk

Lions Club Park Senior Center (*Branch Early Voting Location*):

- Marilyn Grable, Lead Deputy Early Voting Clerk
- Apryl Greasham, Deputy Early Voting Clerk

Election Day

Precincts #106/116/201/211 (*Rancier Middle School*):

- Yulinda George-Dias, Presiding Judge
- Patricia Johnson, Alternate Judge

Precincts #109/110/204/406/410 (*Utility Collections*):

- Vicki Savilisky, Presiding Judge

- Jasmine Savilisky, Alternate Judge
- Precincts #203/208/210/214/215 (*Cedar Valley Elementary School*):
- Barry Birchard, Presiding Judge
 - Eddie Smith, Alternate Judge
- Precincts #205/207 (*Jackson Professional Learning Center*):
- Tuwana Jones, Presiding Judge
 - Gail Fletcher, Alternate Judge
- Precincts #206/408/409/419 (*Killeen Lions Park Senior Center*):
- Terry Mustapher, Presiding Judge
 - Beverly Hurst, Alternate Judge
- Precincts #404/412/415 (*Sugar Loaf Elementary School*):
- Marcus Harris, Presiding Judge
 - Jeffery Williams, Alternate Judge
- Precincts #401/405/414 (*Robert M. Shoemaker High School*):
- Teresa Griffin, Presiding Judge
 - John Woods, Alternate Judge
- Precincts #402/413 (*Roy J. Smith Middle School*):
- Marilyn Grable, Presiding Judge
 - Apryl Greasham, Alternate Judge

Early Voting Ballot Board and Central Counting Station Personnel

- Martha Green, Presiding Judge
- Mya Zungia, Alternate Judge

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Article IX, Section 98 of the City Charter states that all city elections shall be governed by the laws of the State of Texas governing general and municipal elections. Appointing judges and alternate judges is required by the Texas Election Code.

FINANCIAL IMPACT:

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

The estimated amount of the expenditure for election workers to include presiding judges, alternate judges and clerks is \$33,000.00. Killeen ISD will reimburse the City for their share of the costs.

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

This is an annual expenditure.

Is this revenue/expenditure budgeted?

Yes, funding is available in the General Fund Legal Department account 010-1010-416.40-11, Personnel Services - Seasonal Employees.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City staff recommends City Council appoint presiding and alternate judges for the May 4, 2024 General Election.

DEPARTMENTAL CLEARANCES:

Human Resources
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Presentation

A stylized graphic in the background consists of a grey five-pointed star at the top right. A curved grey line starts from the bottom left and points towards the star, resembling a path or a trajectory. Behind this line are several grey trapezoidal shapes that create a sense of depth and movement.

APPOINT PRESIDING AND
ALTERNATE JUDGES FOR
MAY 4, 2024 GENERAL ELECTION

RS-24-049

March 5, 2024

Background/Discussion

- According to the Texas Election Code, Sections 32.001 and 32.005, the City Council is required to appoint presiding and alternate judges for each precinct in which an election is held
- Staff has identified qualified and experienced individuals to work as election officials and workers for the City of Killeen and Killeen ISD May 4, 2024 General Election

Early Voting Deputy Clerks

- Killeen City Hall (*Main Early Voting Location*):
 - ▣ Barry Birchard, Lead Deputy Early Voting Clerk
 - ▣ Eddie Smith, Deputy Early Voting Clerk
- Jackson Professional Learning Center (*Branch Early Voting Location*):
 - ▣ Tuwana Jones, Lead Deputy Early Voting Clerk
 - ▣ Gail Fletcher, Deputy Early Voting Clerk
- Lions Club Park Senior Center (*Branch Early Voting Location*):
 - ▣ Marilyn Grable, Lead Deputy Early Voting Clerk
 - ▣ Apryl Greasham, Deputy Early Voting Clerk

Election Day Presiding & Alternate Judges

4

- Precincts #106/116/201/211 (*Rancier Middle School*):
 - ▣ Yulinda George-Dias, Presiding Judge
 - ▣ Patricia Johnson, Alternate Judge
- Precincts #109/110/204/406/410 (*Utility Collections*):
 - ▣ Vicki Savilisky, Presiding Judge
 - ▣ Jasmine Savilisky, Alternate Judge
- Precincts #203/208/210/214/215 (*Cedar Valley Elementary School*):
 - ▣ Barry Birchard, Presiding Judge
 - ▣ Eddie Smith, Alternate Judge

Election Day Presiding & Alternate Judges Cont.

5

- Precincts #205/207 (*Jackson Professional Learning Center*):
 - ▣ Tuwana Jones, Presiding Judge
 - ▣ Gail Fletcher, Alternate Judge
- Precincts #206/408/409/419 (*Killeen Lions Park Senior Center*):
 - ▣ Terry Mustapher, Presiding Judge
 - ▣ Beverly Hurst, Alternate Judge
- Precincts #404/412/415 (*Sugar Loaf Elementary School*):
 - ▣ Marcus Harris, Presiding Judge
 - ▣ Jeffery Williams, Alternate Judge

Election Day Presiding & Alternate Judges Cont.

6

- Precincts #401 /405/414 (*Robert M. Shoemaker High School*):
 - ▣ Teresa Griffin, Presiding Judge
 - ▣ John Woods, Alternate Judge

- Precincts #402/413 (*Roy J. Smith Middle School*):
 - ▣ Marilyn Grable, Presiding Judge
 - ▣ Apryl Greasham, Alternate Judge

Early Voting Ballot Board & Central Count Station Personnel

7

- Martha Green, Presiding Judge
- Mya Zungia, Alternate Judge

Fiscal Impact

8

- Judges, alternate judges and clerks are paid \$20.00/hour to work at polling locations
- Total estimated cost to pay workers to operate three (3) Early Voting polling locations and eight (8) Election Day polling locations is \$33,000.00

Recommendation

- Staff recommends the identified individuals be named to serve as presiding and alternate judges for the City of Killeen and Killeen ISD May 4, 2024 General Election



City of Killeen

Staff Report

File Number: RS-24-050

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution accepting approximately fifteen (15) parcels totaling 63.5 acres for future park development through a Prior Land Dedication Credit to Offset Future Parkland Dedication Agreement.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Kelly Snook, Executive Director of Recreation Services

SUBJECT: Acceptance of approximately 63.5 acres for future parkland dedication

BACKGROUND AND FINDINGS:

The developer has entered into an agreement with the City of Killeen for the dedication of approximately 15 tracts totaling 63.5 acres of land in three locations. (See attachments.)

Killeen Code of Ordinances Sec. 26-135(C) states: "Land proposed for dedication to the City under this division shall be reviewed by the Planning Director and recommended by the Parks Director. Reviews and recommendations shall be based on the findings set out in this article and the latest adopted version of the Parks Plan. The City Council must accept all property proposed for land dedication prior to the submittal of a final plat."

Killeen Code of Ordinances Sec. 26-137(D) states: "Land proposed for dedication that is off-site from the parcel being proposed for development that is requiring it, shall be located in the same park benefit zone. Off-site land dedications shall be sized twenty (20) percent larger than the required minimum land dedication and shall not be less than ten (10) acres. Each site shall meet the same standards as sites located within the parcel proposed for development and shall be conveyed to the city as set out herein."

Rather than accepting each property's individual acreage amount, the City agrees to accept the donated properties as listed and credit the total acreage toward the Developer's future Parkland Dedication requirements for future developments in amounts no less than ten (10) acres.

Staff finds that the proposed parkland dedication meets the criteria outlined in Sec. 26-137 and furthers the goals and objectives outlined in the Parks, Open Space, and Trails Master Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Parks and Recreation recommends acceptance of the proposed Prior Land Dedication credit of approximately fifteen (15) parcels totaling 63.5 acres for future park development in accordance with Sec. 26-137 of the Killeen Code of Ordinances.

CONFORMITY TO CITY POLICY:

This proposed land dedication conforms to City Policy and all applicable state and local laws.

FINANCIAL IMPACT:

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

\$1,016.00 for ongoing maintenance of undeveloped land. Future design and construction costs and maintenance of future amenities is to be determined.

Is this a one-time or recurring expenditure?

Maintenance costs will be recurring; design and construction costs will be one-time once determined.

Is this expenditure budgeted?

Yes, funds for maintenance are available in the General Fund Parks and Recreation Department accounts 010-3025-425.41-65, 010-3025-425.42-33 and 010-3025-425.42-90.

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:

Parks and Recreation recommends acceptance of the proposed parkland dedication as presented.

DEPARTMENTAL CLEARANCES:

Development Services
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement

Presentation

**PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND
DEDICATION REQUIREMENTS AGREEMENT**

THIS PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT (hereinafter "Agreement") is made and entered into, by and between the **CITY OF KILLEEN, TEXAS**, a home rule municipal corporation (hereinafter "City") and **CTDC, LLC** a Texas limited Liability company (hereinafter "Developer").

WHEREAS, the Developer is also the current owner of certain real property, which is herein referred to as, STILLFOREST TRACT, located in the City of Killeen, Bell County, Texas, (hereinafter "Tract A") more particularly described on Exhibit "A1", Exhibit "A2" and Exhibit "A3" which is attached and incorporated hereto; and

WHEREAS, the Developer proposed to dedicate to the City (7) seven parcels of undeveloped real property with Property Identification Numbers: 28432, 28433, 28434, 28435, 28436, 459648, and 459649 ("Tract A Dedicated Properties") which Tract A Dedicated Properties totaling approximately 4.174 acres as shown in Exhibit "A1", Exhibit "A2" and Exhibit "A3" and more specifically described in Exhibit "A1", Exhibit "A2" and Exhibit "A3"

WHEREAS, the Developer is also the current owner of certain real property, which is herein referred to as, BUNNY TRAIL TRACT, located in the City of Killeen, Bell County, Texas, (hereinafter "Tract B") more particularly described in Exhibit "B" which is attached and incorporated hereto; and

WHEREAS, the Developer proposed to dedicate to the City (1) one parcel of undeveloped real property with the Property Identification Number: 97192 ("Tract B Dedicated Property") which Tract B Dedicated Property totals approximately 33.817 acres as shown in Exhibit "B" and more specifically described in Exhibit "B"; and

WHEREAS, the Developer is the current owner of certain real property, which is herein referred to as, PURSER CROSSING TRACT, located in the City of Killeen, Bell County, Texas, (hereinafter "Tract C") more particularly described in Exhibit "C" which is attached and incorporated hereto; and

WHEREAS, the Developer proposed to dedicate to the City (7) seven parcels of undeveloped real property with Property Identification Numbers: 396578, 455153, 455154, 455155, 455156, 455157 and 455158 ("Tract C Dedicated Properties") which Tract C Dedicated Properties totaling approximately 25.504 acres as shown in Exhibit "C" and more specifically described in Exhibit "C"; and

WHEREAS, the Developer intends on donating the combined undeveloped properties to the City (referred to herein as the “Donated Properties;”); and

WHEREAS, pursuant to Section 26-135 of the Code of Ordinances, City of Killeen, Texas, the City has the authority to enter into a written agreement with a property owner to credit a gift of land, on a per-acre basis, that has been dedicated to and accepted by the City for park purposes subject to the guidelines established by the City; and

WHEREAS, Pursuant to the City of Killeen Code of Ordinances Section 26-137(D), land proposed for dedication that is off-site from the parcel being proposed for development that is requiring it, shall be located in the same park benefit zone. Off-site land dedications shall be sized twenty (20) percent larger than the required minimum land dedication and shall not be less than ten (10) acres. Each site shall meet the same standards as sites located within the parcel proposed for development and shall be conveyed to the City.

WHEREAS, rather than accepting each individual property’s acreage amount, the City agrees to accept the Donated Properties, as listed specifically herein this Agreement, as a gift for a total of 63.5 credit amount of acreage, towards Developer’s future Parkland Dedication requirements.

WHEREAS, the City has agreed to accept a minimum of ten (10) acres, for each future development, of the total 63.5 acres of the Dedicated Properties herein to be donated and credited towards Developer’s future Parkland Dedication requirements for Developer’s future development. Furthermore, the City is aware that the Developer’s future development may not be within the same “park benefit zone” as mandated under Section 26-137(D) of the City’s Code of Ordinances; However, the City agrees to waive that requirement herein this Agreement.

WHEREAS, the City and the Developer have entered into this Agreement to set forth the terms and conditions for the acceptance of Developer’s real property as a credit to offset Developer’s future Parkland Dedication requirements; and

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. CREDITS FOR DONATED PROPERITES

1.01. Total Acreage Credit Towards Future Parkland Dedication Requirements

The City intends to credit the Developer a total of 63.5 acres towards Developer’s future Parkland Dedication Requirements imposed under Article VI, Standards and Requirements of Chapter 26, Subdivisions and Other Property Developments, of the City of Killeen Code of Ordinances, as amended.

PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT-PURSER PROPERTIES: BUNNY TRAIL, PURSER CROSSING, STILLFOREST.

However, the City intends to accept and credit a minimum of ten (10) acres, for each future development, of those above total 63.5 acres towards Developer's future development Parkland Dedication requirements if the future development is not within the same "park benefit zone."

1.02. Identification of Land to be Donated.

Developer intends to donate, and the City intends to accept the Donated Properties as particularly described more fully herein above and in Exhibits A1, A2, A3, B and C.

The City has agreed to accept the total 63.5 Donated Properties on an as-is basis. Notwithstanding Developer's obligations under Section 3.01 herein.

1.03. Final Acceptance of the Donated Properties

Final acceptance of the Donated Properties was subject to a Phase I Environmental Assessment with positive results for the Donated Properties. The City was responsible for all fees associated with the Phase I Environmental Assessment.

The City has verified that the Donated Properties have no negative results from the Phase I Environmental Assessment. Therefore, Developer shall have fourteen (14) business days, from the day Developer signs this Agreement, but no later than fourteen (14) business days after the Killeen City Council has accepted the Donated Properties, as required under Killeen Code of Ordinances, to transfer the deeds to the City and provide documentation of such transfer. The City will have the option to plat the Donated Properties, at all costs to the City, after the City is deeded the Donated Properties.

After compliance with all provisions of this Agreement, the Executive Director of Recreational Services will provide the Developer with a formal acceptance letter of the Donated Properties.

1.04 Good Title

Developer agrees that as condition of acceptance of the Donated Properties, Developer shall convey each Donated Property by warranty deed. In addition, as a condition of acceptance of the Donated Properties, the City may acquire, at its option and costs, title insurance in an amount equal to the cost of each Donated Property, or such other evidence of title acceptable to the City Attorney or his/her designee, indicating that the City will be

PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT-PURSER PROPERTIES: BUNNY TRAIL, PURSER CROSSING, STILLFOREST.

receiving good and indefeasible title to the Donated Properties, free and clear of all liens, encumbrances and restrictions.

ARTICLE II. RESERVED

ARTICLE III. ENVIRONMENTAL MATTERS

3.01. Environmental Matters - Disclosure

Developer agrees to disclose to City, prior to the final inspection provided for in paragraph 1.03 above, any and all information it may have regarding the presence of any hazardous materials on, in or under the Donated Properties. As used in this Agreement, "hazardous materials," means any "hazardous substance," "pollutant or contaminant," "petroleum" (or any fraction thereof), and "natural gas liquids," as those terms are defined or used in Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and any other substances regulated or subject to guidance from governmental entities because of their actual or potential effect on public health and the environment, including without limitation: PCBs, lead paint, asbestos, formaldehyde, radon and mold (in toxic quantities).

Developer also certifies that it has complied and is in compliance with all applicable environmental laws and there are no proceedings, actions, or claims relating to hazardous materials or conditions on the Donated Properties threatened by any governmental entity or third party (including, without limitation, any claims relating to the presence of, as well as the release or management of hazardous materials on the Donated Properties).

ARTICLE IV. RESERVED

ARTICLE V. DEFAULT AND REMEDIES

5.01. Events of Default

The following shall be considered as events of default, in each case to the extent not cured within five (5) business days following written notice thereof from the City:

- a) The Developer has failed to provide documentation confirming the Warranty Deed for the Donated Properties.
- b) The Developer has been declared insolvent.

- c) A Receiver has been appointed to handle the affairs or assets of the Developer.
- d) The filing of a voluntary or involuntary petition in bankruptcy by or against the Developer.
- e) The commencement of a foreclosure proceeding of a lien against any of the Donated Properties or there conveyance in lieu of foreclosure.
- f) The Developer's failure to cure a defect within the cure period provided in this Agreement, as the same may be extended in accordance with this Agreement.
- g) The failure of Developer to comply with any other covenant or promise contained in the Agreement.

5.02. Specific Remedies

- a) In the event of default by Developer, the City shall be entitled to withdraw acceptance of the Donated Properties and withdraw any credits towards future Parkland Dedication Requirements.
- b) In the event the City files an action to enforce the terms of this Agreement, including without limitation, a court action or claim in bankruptcy court, the City will be entitled to its actual court costs and reasonable attorneys' fees.

5.03. Remedies Cumulative

The remedies of the City provided in this Agreement shall be construed to be cumulative and nonexclusive. The City shall also be entitled to exercise all other rights and remedies that are available at law and in equity.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.01. Entire Agreement

This Agreement, along with all Exhibits that are attached and incorporated, contains the entire agreement between the City and the Developer and cannot be varied except by written agreement executed by the Parties hereto. This Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

6.02. Notices

Unless instructed otherwise in writing, Developer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Killeen, Texas
 Attn: Kelly Snook, Executive Director of Recreational Services
 1700 E Stan Schlueter Loop
 Killeen, Texas 76542

City agrees that all notices or communications to Developer permitted or required under this Agreement shall be addressed to Developer at the following address:

CTDC, LLC
2901 E Stan Schlueter Loop
Killeen, Texas 76542

All notices or communications required to be given in writing by one party or the other, unless hand-delivered, shall be considered as having been received by the addressee on fifth day after the date such notice or communication is postmarked by the sending party. If any notice is hand-delivered to the addressee, then the notice is considered received on the actual date of receipt.

6.03. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer, or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

6.04. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

6.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Donated Properties are located.

Developer must disclose this Agreement to any successors and assigns of the

PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT-PURSER PROPERTIES: BUNNY TRAIL, PURSER CROSSING, STILLFOREST.

Developer.

6.06. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Bell County, Texas. Exclusive venue shall be in Bell County, Texas.

6.07. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.08. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

6.09. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

6.10. Benefits Inure to the Parties

The benefits of this Agreement inure solely to the City and the Developer, not to any third parties or any other entities regardless of whether the owners of said entities are the same owners for Developer.

6.11 Effective Date

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNATURE PAGE TO FOLLOW

CITY OF KILLEEN, TEXAS
A Home Rule Municipal Corporation

By: _____
Name: **KENT CAGLE**
Title: City Manager

APPROVED AS TO FORM AND SUBSTANCE:

Holli Clements, CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BELL §

This Agreement was acknowledged before me on the _____ day of _____, 2024, by **KENT CAGLE, CITY MANAGER** of the **City of Killeen, Texas**, a Home Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public in and for the State of Texas

CTDC, LLC

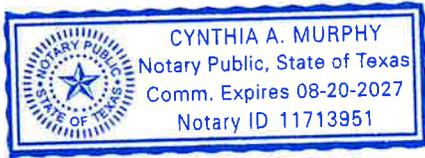
By: _____
Name: Gary W Purser, Jr
Title: President

ACKNOWLEDGMENT PAGE TO FOLLOW

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BELL §

This Agreement was acknowledged before me on the 27 day of February, 2024, by **GARY W. PURSER JR.**, MANAGER, for **CTDC, LIMITED LIABILITY COMPANY**.



Cynthia A. Murphy

Notary Public, State of Texas

EXHIBIT A1

FIELD NOTES for a 0.669 acre tract of land in Bell County, Texas, part of the J. J. McGoethlin Survey, Abstract No. 623, and the land herein described being part of Stillforest Drive, a roadway dedicated in that certain tract of land referred to as Stillforest Subdivision, being of record in Cabinet A, Slides 289-B & C, Plat Records of Bell County, Texas, and being more particularly described as follows:

Beginning at a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, in the east right-of-way of Stonetree Drive, in the north right-of-way of Stillforest Drive, being the southwest corner of Lot 1, Block 13, of said Stillforest Subdivision, for the northwest corner of this.

THENCE with the south line of said Block 13 and the north right-of-way of Stillforest Drive the following 6 (Six) courses:

1. S. 72° 42' 00" E., 357.12 feet (Plot S. 72° 42' 00" E., 357.12 feet), a 1-1/4" iron pipe found, for the point of curvature of a curve to the left,
2. With said curve to the left 31.64 feet (having a Radius of 70.00 feet, Long Chord bears S. 85° 38' 55" E., 31.37 feet (Plot Arc 31.64 feet)) to a 3/8" iron rod found, for a corner of this,
3. N. 81° 24' 10" E., 246.21 feet (Plot N. 81° 24' 10" E., 246.38 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, for an angle point of this,
4. N. 71° 51' 20" E., 190.36 feet (Plot N. 71° 51' 20" E., 190.17 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, for the point of curvature of a curve to the left,
5. With said curve to the left 30.06 feet (having a Radius of 70.00 feet, Long Chord bears N. 63° 38' 40" E., 19.99 feet (Plot Arc 30.06 feet)) to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, for a corner of this, and
6. N. 55° 26' 00" E., 25.21 feet (Plot Bearing N. 55° 26' 00" E.), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, in the south line of Lot 5, Block 13, of said Stillforest Subdivision, in a west line of that certain tract of land referred to as Stillforest Subdivision 2nd Extension, being of record in Cabinet C, Slides 374-C & D, for the northeast corner of this.

THENCE with the west line of said Stillforest 2nd Extension, S. 34° 34' 00" E., 36.00 feet (Plot Bearing S. 34° 34' 00" E.), to a 60 Spike set in the centerline of said Stillforest Drive, for the southeast corner of this.

THENCE with the centerline of said Stillforest Drive the following 6 (Six) courses:

1. S. 55° 26' 00" W., 25.21 feet (Plot S. 55° 26' 00" W., 25.21 feet), to a 60 Spike set, for the point of curvature for a curve to the right,
2. With said curve to the left 28.66 feet (having a Radius of 100.00 feet, Long Chord bears S. 63° 38' 40" W., 28.56 feet (Plot Arc 28.66 feet)), to a 60 Spike set, for a corner of this,
3. S. 71° 51' 20" W., 192.87 feet (Plot S. 71° 51' 20" W., 192.86 feet), to a 60 Spike set, for an angle point of this,
4. S. 81° 24' 10" W., 248.71 feet (Plot S. 81° 24' 10" W., 248.72 feet), to a 60 Spike set, for the point of curvature for a curve to the right,
5. With said curve to the right 45.20 feet (having a Radius of 100.00 feet, Long Chord bears N. 85° 38' 55" W., 44.81 feet (Plot Arc 45.20 feet)), to a 60 Spike set, for an angle point of this,
6. N. 72° 42' 00" W., 356.96 feet (Plot N. 72° 42' 00" W., 356.96 feet), a 60 Spike set, in the east right-of-way of said Stonetree Drive, for the southwest corner of this.

THENCE N. 16° 59' 52" E., 30.00 feet, (Plot Bearing N. 16° 59' 52" E., 30.00 feet), to the POINT OF BEGINNING, containing 0.669 acres of land.

The bearings for the above description are based upon the north and west line of said Lot 13, Block 13, of said Stillforest 2nd Extension, being of record in Cabinet C, Slides 374-C & D, Plat Records of Bell County, Texas.

EXHIBIT A2

PLAT NOTES for a 0.627 acre tract of land in Bell County, Texas, part of the J. J. McClellin Survey, Abstract No. 623, and the land herein described being part of Stillforest Drive, a roadway dedicated in that certain tract of land referred to as Stillforest Subdivision, being of record in Cabinet A, Slides 219-D & C, Plat Records of Bell County, Texas, and being more particularly described as follows:

Beginning at a 60 Spike set, in the centerline of Stillforest Drive, in the east right-of-way line of Stantree Drive, at the northwest corner of this.

THENCE with the centerline of Stillforest Drive the following 6 (Six) courses:

1. S. 72° 42' 00" E., 356.96 feet (Plat S. 72° 42' 00" E., 356.96 feet), to a 60 Spike set, for the point of curvature of a curve to the left,
2. With said curve to the left 45.20 feet (having a Radius of 180.00 feet, Long Chord bears S. 85° 38' 55" E., 37.13 feet (Plat Arc 237.36 feet)) to a 60 Spike set, for a corner of this,
3. N. 81° 24' 10" E., 248.71 feet (Plat N. 81° 24' 10" E., 248.72 feet), to a 60 Spike set, for an angle point of this,
4. N. 71° 51' 20" E., 192.82 feet (Plat N. 71° 51' 20" E., 192.86 feet), to a 60 Spike set, for the point of curvature of a curve to the left,
5. With said curve to the left 28.66 feet (having a Radius of 100.00 feet, Long Chord bears N. 63° 38' 40" E., 28.66 feet (Plat Arc 28.66 feet)) to a 60 Spike set, for a corner of this, and
6. N. 55° 26' 00" E., 25.21 feet (Plat Bearing N. 55° 26' 00" E.), to a 60 Spike set, in a west line of that certain tract of land referred to as Stillforest 2nd Extension, being of record in Cabinet C, Slides 374-C & D, Plat Records of Bell County, Texas, for the northeast corner of this.

THENCE with the west line of said Stillforest 2nd Extension, S. 34° 34' 00" E., 30.00 feet (Plat Bearing S. 34° 34' 00" E.), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" found, for an angle point of said Stillforest Drive, for an angle point of Lot 13, Block Two, of said Stillforest 2nd Extension, for the southeast of this.

THENCE with the south right-of-way of said Stillforest Drive and the north line of said Lot 13 the following 6 (Six) courses:

1. S. 55° 26' 00" W., 25.21 feet (Plat S. 55° 26' 00" W., 25.21 feet), to 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" found, for the point of curvature for a curve to the right,
2. With said curve to the left 37.26 feet (having a Radius of 130.00 feet, Long Chord bears S. 63° 38' 40" W., 37.13 feet (Plat Arc 37.26 feet)) to a 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" found, for a corner of this,
3. S. 71° 51' 20" W., 192.37 feet (Plat S. 71° 51' 20" W., 192.37 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" set, for an angle point of this,
4. S. 81° 24' 10" W., 231.22 feet (Plat S. 81° 24' 10" W., 231.22 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" set, for the point of curvature for a curve to the right,
5. With said curve to the right 58.76 feet (having a Radius of 130.00 feet, Long Chord bears N. 85° 38' 55" W., 58.26 feet (Plat Arc 58.76 feet)), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" set, for an angle point of this,
6. N. 72° 42' 00" W., 356.80 feet (Plat N. 72° 42' 00" W., 356.80 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLEEN" set, in the east right-of-way of said Stantree Drive, for the northwest corner of said Lot 13, for the southwest corner of this.

THENCE N. 16° 59' 52" E., 30.00 feet, (Plat N. 16° 59' 52" E., 30.00 feet), to the POINT OF BEGINNING, containing 0.627 acre of land.

The bearings for the above description are based upon the north and west line of said Lot 13, Block Two, Stillforest 2nd Extension, being of record in Cabinet C, Slides 374-C & D, Plat Records of Bell County, Texas.

EXHIBIT A3

LOTS 1-5, BLOCK 13, STILLFOREST SUBDIVISION AS RECORDED IN CABINET A,

SLIDES 289-B & C, PLAT RECORDS OF BELL COUNTY, TEXAS.

EXHIBIT B

Being a 33.817 acre tract of land situated in and being out of the John E. Maddera Survey, Abstract 600, Bell County, Texas, being that tract of land conveyed to Bentina, Ltd. and Killceen EGS Property, Ltd. as recorded in Instrument No. 2019-023881, Official Public Records of Bell County; said 33.817 acre tract being more fully described as follows:

BEGINNING at a 1" iron pipe found in the North line of a tract of land conveyed to Reavis Family Estate Trust as recorded in Instrument No. 2012-053725, said county records, said rod being the Southeast corner of Bridgewood Addition Phase II as recorded in Cabinet D, Slide 106-A, B & C), said county plat records, and being the Southwest corner of said Bentina tract for the Southwest corner of the herein described tract;

THENCE, N 16° 37' 12" E, 1238.37 feet with the East line of said Bridgewood Addition Phase II, the West line of said Bentina tract and the West line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of Bunny Trail Estates Phase Two as recorded in Cabinet D, Slide 384-A, said county records, being the Northwest corner of said Bentina tract for the Northwest corner of the herein described tract;

THENCE, with the South line of Bunny Trail Estates Phase Two, the North line of said Bentina tract and the North line of the herein described tract, the following bearings and distances:

S 73° 22' 48" E, 120.00 feet to a 3/8" iron rod found with KES cap;
S 16° 37' 12" W, 24.26 feet to a 3/8" iron rod found with KES cap;
S 73° 22' 48" E, 180.00 feet to a 3/8" iron rod found with KES cap;
S 16° 37' 12" W, 224.53 feet to a 3/8" iron rod found with KES cap;
S 28° 22' 48" E, 142.08 feet to a 3/8" iron rod found with KES cap;
S 73° 22' 48" E, 869.53 feet (reference bearing per plat) to a 3/8" iron rod found with KES cap in the West line of Bunny Trail Estates Phase One as recorded in Cabinet D, Slide 345-A&B, said county plat records;

THENCE, S 16° 37' 12" W, 134.00 feet with the West line of Bunny Trail Estates Phase One, the North line of said Bentina tract and the North line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of Bunny Trail Estates Phase One for a corner in the North line of said Bentina tract and a corner in the North line of the herein described tract;

THENCE, with the South line of Bunny Trail Estates Phase One, the North line of said Bentina tract and the North line of the herein described tract, the following bearings and distances:

S 73° 22' 48" E, 110.00 feet to a 3/8" iron rod found with KES cap;
S 80° 42' 23" E, 70.58 feet to a 3/8" iron rod found with KES cap;
S 73° 22' 48" E, 110.00 feet to a 3/8" iron rod found with KES cap;
S 16° 37' 12" W, 58.99 feet to a 3/8" iron rod found with KES cap;
S 73° 22' 48" E, 34.44 feet to a 1/2" iron rod found with Mitchell cap, said rod being the Northwest corner of Elementary School No. 32 as recorded in Cabinet D, Slide 279-D, said county plat records, and being the Northeast corner of said Bentina tract for the Northeast corner of the herein described tract;

THENCE, S 17° 02' 59" W, 700.00 feet with the West line of Elementary School No. 32, the East line of said Bentina tract and the East line of the herein described tract to a 1/2" iron rod found with Mitchell cap in the North line of the above mentioned Reavis tract, said rod being the Southwest corner of Elementary School No. 32 and the Southeast corner of said Bentina tract for the Southeast corner of the herein described tract;

THENCE, N 73° 33' 55" W, 1589.20 feet with the North line of said Reavis tract, the South line of said Bentina tract and the South line of the herein described tract to the **POINT OF BEGINNING**, containing 33.817 acres of land, more or less.

I, Michelle E. Lee, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground of the property described herein.

Michelle E. Lee

Michelle E. Lee, RPLS 5-2-2022
No. 5772, Texas



KILLEEN ENGINEERING & SURVEYING, LTD.
2901 E. STAN SCHLUETER LOOP
KILLEEN, TEXAS 76542
(254) 526-3981 / FAX (254) 526-4351
TBPE Registration No. F-4200, TBPLS Registration No. 10194541

EXHIBIT C

Being a 25.504 acre tract of land out of the W.L. Harris Survey, Abstract 1155 and the Joseph G. Furgerson Survey, Abstract 326, Bell County, Texas, being Lots 29A-34A, Block 14, Purser Crossing Phase Six as recorded in Plat Year 2014, No. 14, Plat Records of Bell County, Texas and being the remainder of that tract of land conveyed to RSBP Developers, Inc. as recorded in Instrument Number 2009-00031575, Official Public Records, Bell County, Texas; said 25.504 acre tract being described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found with KES cap in the North line of a tract of land conveyed to Gonzalo Martinez as recorded in Instrument No. 2019-058531, said county records, said rod being the Southeast corner of Purser Crossing Phase Five as recorded in Year 2013, No. 31, said county plat records, and being the Southwest corner of said RSBP tract for the Southwest corner of the herein described tract;

THENCE, N 23°10'36" E, 471.16 feet and N 17°02'58" E, 33.63 feet with the East line of said Purser Crossing Phase Five, the West line of said RSBP tract and the West line of the herein described tract to a 3/8" iron rod found with KES cap, said rod being the Southwest corner of Purser Crossing Phase Six as recorded in Year 2014, No. 14, said county plat records, and being the Northwest corner of said RSBP tract for the Northwest corner of the herein described tract;

THENCE, S 72°57'02" E, 1447.39 feet (reference bearing per plat) with the South line of Purser Crossing Phase Six, the North line of said RSBP tract and the North line of the herein described tract to a 3/8" iron rod found with KES cap, said rod being the Southwest corner of the above mentioned Lot 29A and a corner in the North line of said RSBP tract for a corner in the North line of the herein described tract;

THENCE, N 17°02'58" E, 140.00 feet, with the West line of Lot 29A and the North line of the herein described tract to a 3/8" iron rod found with KES cap in the South margin of John Helen Drive, said rod being the Northwest corner of Lot 29A for a corner in the North line of the herein described tract;

THENCE, S 72°57'02" E, 712.31 feet, with the South margin of John Helen Drive, the North line of Lots 29A-34A, the North line of said RSBP tract and the North line of the herein described tract to a point in the centerline of a 60-foot access easement recorded in Volume 2363, Page 367, said county deed records, being the Northeast corner of said RSBP tract for the Northeast corner of the herein described tract;

THENCE, S 16°52'51" W, 379.37 feet, with the centerline of said access easement, the East line of said RSBP tract and the East line of the herein described tract to a 1/2" iron rod found with Maples cap in the North line of a tract of land conveyed to Juanita Green Living Trust as recorded in Volume 3237, Page 64, said county deed records, said rod being in the East line of said RSBP tract for a corner in the East line of the herein described tract;

THENCE, N 76°18'00" W, 25.56 feet, with the North line of said Green tract, the East line of said RSBP tract and the East line of the herein described tract to a 1/2" iron rod found with Maples cap, said rod being the Northwest corner of said Green tract and a corner in the East line of said RSBP tract for a corner in the East line of the herein described tract;

THENCE, S 17°53'33" W, 223.31 feet, with the West line of said Green tract, the East line of said RSBP tract and the East line of the herein described tract to a 1/2" iron rod found with Maples cap, said rod being the Northeast corner of the above mentioned Martinez tract, and the Southeast corner of said RSBP tract for the Southeast corner of the herein described tract;

THENCE, N 73°33'12" W, 1498.73 feet, with the North line of said Martinez tract, the South line of said RSBP tract and the South line of the herein described tract to a 1/2" iron rod found with Maples cap, said rod being the Southeast corner of a tract of land conveyed to the City of Killeen as recorded in Volume 3263, Page 774, said county deed records, and being a corner in the South line of said RSBP tract for a corner in the South line of the herein described tract;

THENCE, with the East, North and West lines of said City of Killeen tract, the South line of said RSBP tract and the South line of the herein described tract, the following bearings and distances:

N 16°43'43" E, 40.01 feet, to a 1/2" iron rod found with Maples cap,
N 73°17'54" W, 119.20 feet, to a 5/8" iron rod found with All County cap,
N 28°32'19" W, 63.27 feet, to a 5/8" iron rod found with All County cap,
N 73°23'08" W, 156.75 feet, to a 3/8" iron rod found,
S 61°33'22" W, 69.93 feet, to a 60D nail found,
S 16°50'30" W, 36.34 feet, to a 1/2" iron rod found with Maples cap in the North line of said Martinez tract, said rod being the Southwest corner of said City of Killeen tract, and a corner in the South line of said RSBP tract for a corner in the South line of the herein described tract;

THENCE, N 78°53'16" W, 174.07 feet, with the North line of said Martinez tract, the South line of said RSBP tract and the South line of the herein described tract to a cotton spindle found, said spindle being in the North line of said Martinez tract and in the South line of said RSBP tract for a corner in the South line of the herein described tract;

THENCE, N 73°05'27" W, 140.27 feet, with the North line of said Martinez tract, the South line of said RSBP tract and the South line of the herein described tract to the **POINT OF BEGINNING** and containing 25.504 acres of land, more or less.

I, Michelle E. Lee, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground of the property described herein.


Michelle E. Lee, RPLS 6-23-2022
No. 5772, Texas



KILLEEN ENGINEERING & SURVEYING, LTD.
2901 E. STAN SCHLUETER LOOP
KILLEEN, TEXAS 76542
(254) 526-3981/ FAX (254) 526-4351
TBPE Registration No. 4200, TBPLS Registration No. 10194541



ACCEPTING APPROXIMATELY 63.5 ACRES
FOR FUTURE PARK DEVELOPMENT

RS-24-050

March 5, 2024

Purpose

2

- Approval for the acceptance of approximately fifteen (15) parcels totaling 63.5 acres for future park development through a Prior Land Dedication Credit to Offset Future Parkland Dedication Agreement.

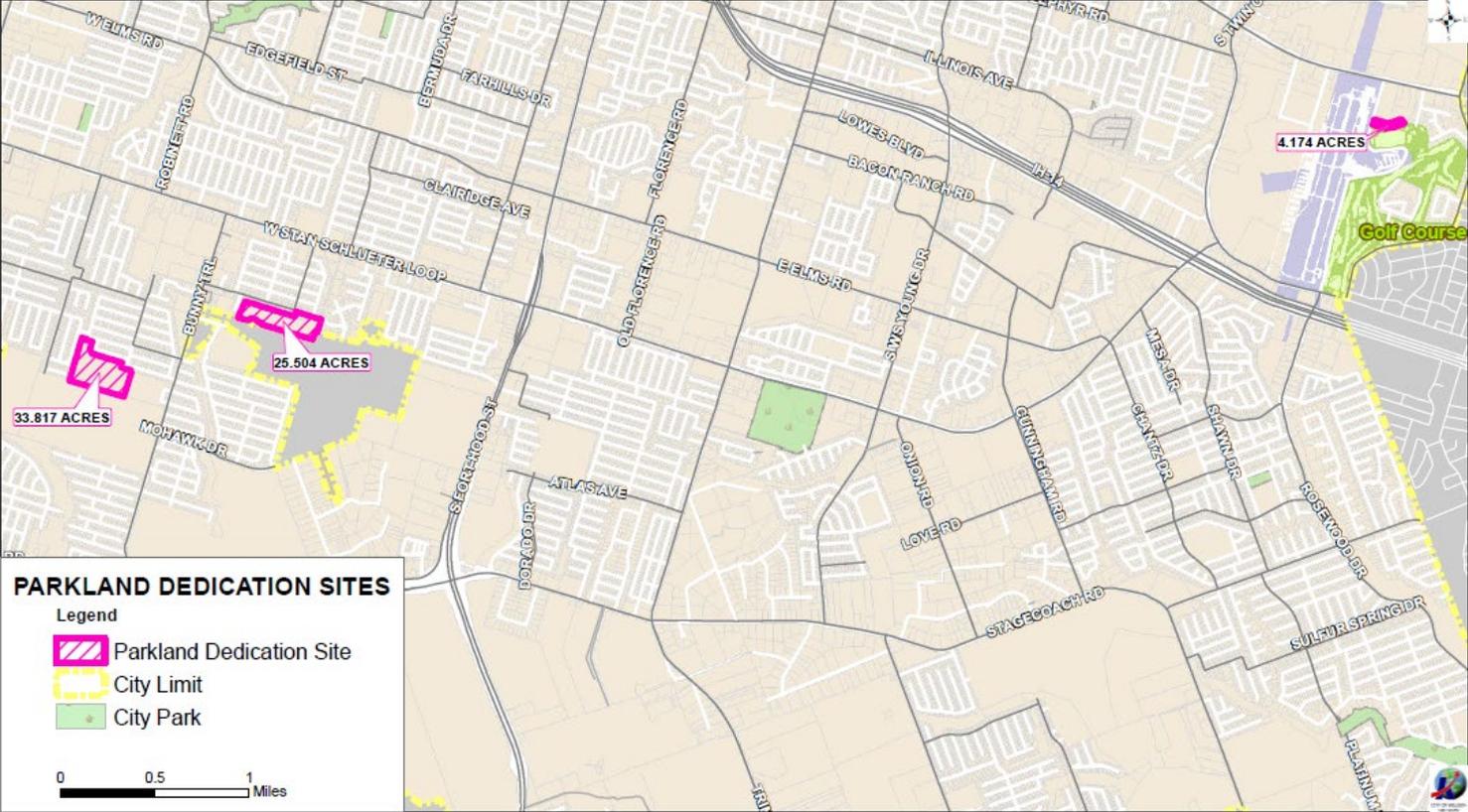
Background

- In compliance with the Parkland Dedication Ordinance, the developer has entered into an agreement with the City of Killeen for the dedication of approximately 15 tracts totaling 63.5 acres of land in three (3) locations.
- Killeen Code of Ordinances Sec. 26-135(C) states, “Land proposed for dedication to the city under this division shall be reviewed by the Planning Director and recommended by the Parks Director.”
- Killeen Code of Ordinances Sec. 26-137(D) states, “Land proposed for dedication that is off-site from the parcel being proposed for development that is requiring it, shall be located in the same park benefit zone.”

Background

- Rather than accepting each property's individual acreage amount, staff finds that the proposed parkland dedication meets the criteria outlined in Sec. 26-137 and furthers the goals and objectives outlined in the Parks, Open Space, and Trails Master Plan.

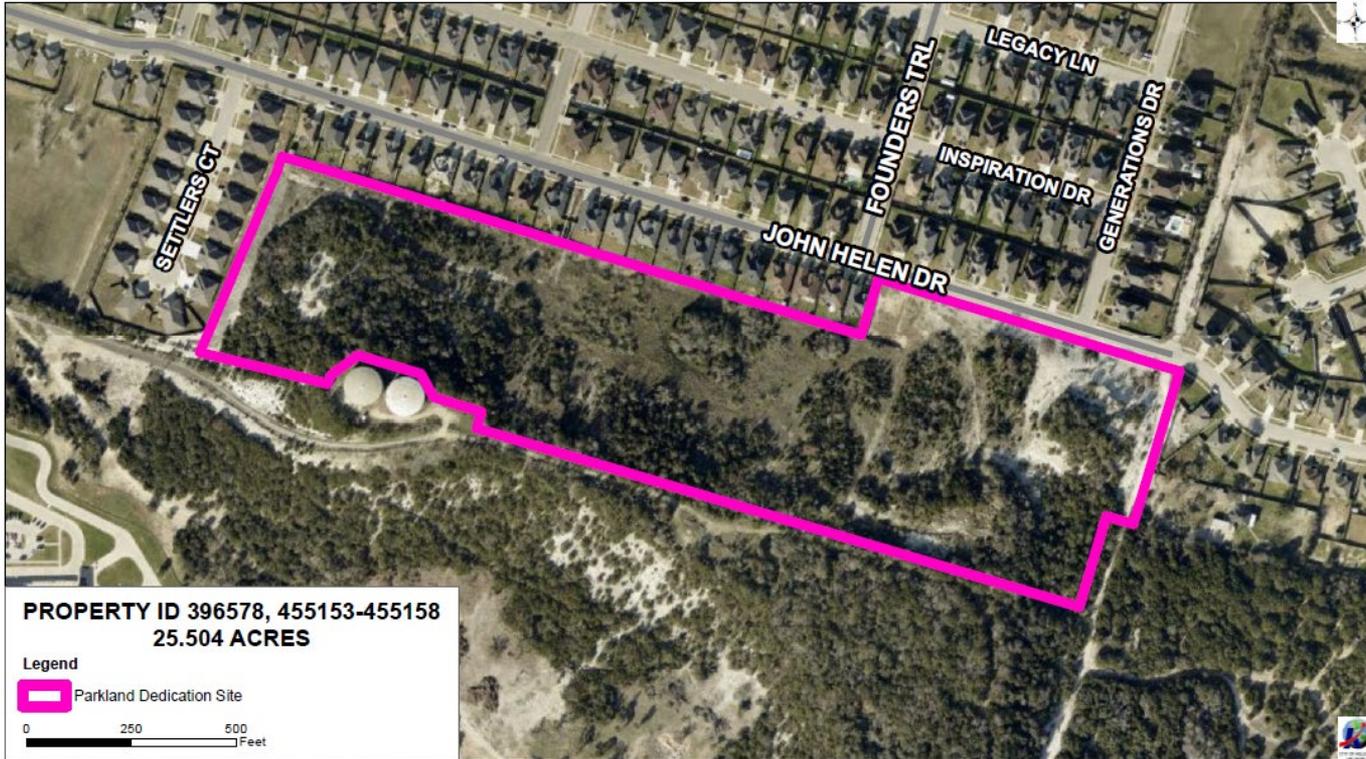
Parkland Dedication Sites



Property ID 97192



Property IDs 396578, 455153-455158



Property IDs 28432-28436, 45648, 45649



Alternatives

- Option 1 – Deny the request as written; or
- Option 2 – Accept the proposed Prior Land Dedication credit of approximately fifteen (15) parcels from Gary W. Purser Jr. on behalf of CTDC, LLC (developer) totaling 63.5 acres for future park development in accordance with Sec.26-137 of the Killeen Code of Ordinances.

Recommendation

- Parks and Recreation Department recommends acceptance of the proposed Prior Land Dedication credit of approximately fifteen (15) parcels totaling 63.5 acres for future park development in accordance with Sec.26-137 of the Killeen Code of Ordinances.



City of Killeen

Staff Report

File Number: RS-24-051

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution renaming the Fort Hood Regional Trail to Fort Cavazos Regional Trail.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Kelly Snook, Executive Director of Parks and Recreation

SUBJECT: Fort Hood Regional Trail Renaming

BACKGROUND AND FINDINGS:

On May 9, 2023, Fort Hood was redesignated Fort Cavazos by the Department of Defense's Naming Commission. This recommendation is to rename the Fort Hood Regional Trail to coincide with this change. The trail is located at 3450 Robinette Road.

Per the City of Killeen's Naming/Renaming Policy revised in March 2023, the following guidelines are being followed:

- i. Requests to rename existing facilities will be received by the City Manager's Office and directed to the appropriate City department for further investigation and evaluation against the criteria established in the policy.
- ii. Following the review, the appropriate Commission or Board may require a review of the proposed name change. Recommendation to rename approved at January 16, 2024 Recreation Services Advisory Board meeting.
- iii. Once all relevant documentation is compiled, the owning department will notify the City Manager of the Board or Commissions response.
- iv. Once City Manager has received the review from owning department and/or board or commission, a recommendation will be made to the full City Council.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

The Recreation Services Advisory Board and Parks and Recreation department recommend that City Council approve the renaming of the Fort Hood Regional Trail to Fort Cavazos Regional Trail, per the Renaming Policy.

CONFORMITY TO CITY POLICY:

This item conforms to city policy.

FINANCIAL IMPACT:

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

The estimated expenditure for FY 2024 is \$585.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in the General Fund Parks account 010-3025-425.42-37.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council consider renaming the Fort Hood Regional Trail to Fort Cavazos Regional Trail to remain consistent with the renaming of the Army installation.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Presentation



FORT HOOD REGIONAL TRAIL RENAMING

RS-24-051

March 5, 2024

Purpose

2

- Approval for the renaming of the Fort Hood Regional Trail to Fort Cavazos Regional Trail.

Benefits

- Fort Hood changed its name to Fort Cavazos on January 18, 2022.
- The recommended renamed Fort Cavazos Regional Trail will be consistent with the name change by the military base.
- This recommended name change conforms to the City of Killeen Naming/Renaming of City Facilities & Name Changes/Renaming of City Streets Policy and Guidelines adopted via resolution March 28, 2023.

Alternatives

4

- Option 1 – Deny the request as written; or
- Option 2 – Approve the renaming of the Trail to Fort Cavazos Regional Trail

Recommendation

- The Recreation Services Advisory Board and Parks and Recreation Department recommend the renaming of the Trail to Fort Cavazos Regional Trail.



City of Killeen

Staff Report

File Number: RS-24-052

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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Consider a memorandum/resolution appointing members to the Bond Advisory Committee.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

SUBJECT: Appoint Members to the Bond Advisory Committee

BACKGROUND AND FINDINGS:

The City Council directed staff to create the Bond Advisory Committee on March 30, 2023. The committee's purpose will be to promote bond topics for a possible November election. The City council approved the creation of a nine (9) member committee consisting of eight (8) representatives - one selected by each councilmember and one (1) representative selected collectively by City Council. On May 9, 2023, City Council appointed eight (8) members to the committee.

Currently there are eight (8) appointments of the nine (9) representatives, however only six (6) of those representatives regularly attend. Two (2) additional citizens, Harry Sullivan and Larry Robinson, have applied to be representatives of the committee. Both applicants attended and observed the most recent Bond Committee meeting on February 29, 2024. Staff recommends filling the vacant position and appointing an additional representative with the two applicants.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Making these appointments conforms to city policy.

FINANCIAL IMPACT:

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

There are no current or future expenditures associated with these appointments.

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends City Council make the appointments of the two (2) members to the Bond Advisory Committee, one to fill the vacancy and one additional representative.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Presentation



BOND ADVISORY COMMITTEE

RS-24-052

March 5, 2024

Background

2

- City Council appointed Bond Advisory Committee
May 9, 2023
- Purpose of Committee –
 - ▣ Receive information on proposed projects
 - ▣ Provide input
 - ▣ Provide recommendations to City Council

Background (cont'd)

3

- Nine (9) Representative Positions –
 - ▣ Appointed: Eight (8) members
 - ▣ Vacant: One (1) member
 - ▣ Regular Attendees: Six (6) members

Recommendation

- Staff and committee recommend appointment of two applicants, Harry Sullivan and Larry Robinson, to fill the vacant position and appoint an additional representative to the Bond Advisory Committee.



City of Killeen

Staff Report

File Number: PH-24-007

1	City Council Workshop	03/05/2024	reviewed and referred	City Council	03/19/2024
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HOLD a public hearing and consider an ordinance amending Chapter 8 of the City of Killeen Code of Ordinances by amending Section 8-1 and adding Section 8-242 establishing water use standards and providing for the implementation of a vehicle wash facility annual certification program.

DATE: March 5, 2024

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Ordinance Amending Chapter 8, Art. IV, Div. 5. of the City of Killeen Code of Ordinances

BACKGROUND AND FINDINGS:

On September 5, 2023, Staff presented the City Council with a review of car wash water usage within the City and regulatory options.

On November 14, 2023, a Motion of Direction was given to staff to prepare a Vehicle Wash Facility Certification Program that would require car washes to complete an annual inspection as well as implement conservation-based measures and practices.

The proposed Vehicle Wash Facility Annual Certification Program establishes standards by amending the City’s adopted plumbing code in order to ensure best water use practices and facility certification requirements for new and certain existing conveyor, in-bay automatic, and self-service car washes.

On February 15, 2024, in accordance with the Code of Ordinances, Staff presented the proposed amendment to the plumbing code to the Construction Board of Appeals. The Board, not supporting regulating car wash facilities at this time, unanimously recommended disapproval of the ordinance.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The proposed ordinance confirms to all applicable City policies.

FINANCIAL IMPACT:

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

None identified at this moment.

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that the City Council adopt the proposed amendments to Chapter 8 of the City of Killeen Code of Ordinances which allows for the establishment of water use standards and the implementation of a vehicle wash facility annual certification program.

DEPARTMENTAL CLEARANCES:

Development Services
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Minutes
Presentation

AN ORDINANCE AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S PLUMBING CODE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to amend the City of Killeen's Plumbing Code to ensure that car washes do not use an inordinate amount of water in their commercial operations; and,

WHEREAS, the City Council finds that such amendments are necessary preserve the City's natural resources.

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

SECTION I. That Chapter 8 of the City of Killeen Code of Ordinances is hereby amended as follows:

Sec. 8-1. - Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning. Additional terms and definitions are found in the adopted construction codes:

Board shall mean the construction board of appeals of the City as appointed by the city council.

Building official shall mean the officer or other designated authority, or his duly authorized representative, charged with the administration and enforcement of this chapter.

Construction codes shall mean the adopted construction codes and regulations listed within this chapter as amended.

Conveyor car wash shall mean a car wash in which sprays and/or brushes are mounted on stationary arches and spray a vehicle that moves underneath along a conveyor.

Department shall mean the City of Killeen Development Services Department-building and inspections division of the city.

Existing shall mean in operation or under construction prior to the effective date of ordinance enacting the applicable section.

Homeowner shall mean person or persons residing in a single-family dwelling that is lawfully recorded as his or her homestead.

In-bay automatic car wash shall mean a car wash in which the vehicle remains stationary within a wash bay while automatic arms move back and forth over the vehicle.

Inspector shall mean an employee of the eCity duly authorized and charged with the enforcement of this chapter under the direction of the building official.

Mobile car wash shall mean a vehicle or trailer-mounted self-contained washing system with water or detergent solution, storage tank, pumping equipment, hoses, spray wand, and related appurtenances.

New shall mean constructed on or after the effective date of the ordinance enacting the applicable section.

Project shall mean any new construction, addition, alteration, demolition or repair of a building or structure within the City of Killeen, which requires a construction permit.

Positive cutoff device shall mean a device which permits water to flow through it only when an outside force or pressure is applied to it.

Registered contractor shall mean any person lawfully registered with the eCity and possessing any and all state required licenses, certifications, endorsements and/or registrations required to perform such regulated work who is engaged in a business of installation or altering, by contract, a structure or equipment to whom permits may be issued to. It shall include any authorized person, whether actually doing work or not, and any authorized person who subcontracts to do such work, but does not include bona fide employees employed by such contractor to do or supervise such work.

Registration shall mean the contractor registration by type(s) issued by the eCity under this chapter.

Registration year shall mean the calendar year, from January first to December thirty-first.

Self-service carwash shall mean a commercial car wash in which the vehicle remains stationary within a wash bay and is washed manually by the customer using high-pressure sprayers and brushes.

Water recycling system shall mean a system of pumps, tanks, and treatment components used to treat and reuse water continuously for a single purpose.

Sec. 8-242. - Water Conservation.

(a) Car Washes

1. The Executive Director of the Department, or designee, shall develop and implement an annual certification program that shall ensure that all car washes comply with the requirements of this section.
2. New conveyer and in-bay automatic car washes must be equipped with and utilize a water recycling system that reuses a minimum of fifty (50) percent of water from previous vehicle rinses in subsequent washes.
3. Any existing conveyer or in-bay automatic car wash that is equipped with a water recycling system, as of the effective date of this section, shall use the water recycling system and reuse a minimum of fifty (50) percent of water from previous vehicle rinses in subsequent washes.
4. New conveyer systems shall not use more than thirty-five (35) gallons of water per vehicle.
5. New in-bay automatic car washes shall use no more than forty-five (45) gallons of water per vehicle.
6. New self-service car washes shall utilize positive cutoff device spray wands with a flow rate of no more than three (3) gallons of water per minute.
7. New and existing car washes owners shall ensure that no water leaks are present in the vehicle washing equipment.

(b) Enforcement

Pursuant to section 8-2, any person violating any provision of this section is subject to a fine as provided in section 1-8. Each day any violation of this section shall continue shall constitute a separate offense.

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

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

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

SECTION V. That this ordinance shall be effective 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 12th day of March, 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

Debbie Nash-King, MAYOR

ATTEST:

APPROVED AS TO FORM:

Laura J. Calcote, CITY SECRETARY

Holli C. Clements, CITY ATTORNEY

**DRAFT MINUTES
CONSTRUCTION BOARD OF APPEALS MEETING
FEBRUARY 15, 2024**

Carwash Ordinance Board Review

PH-3: Hold a public hearing and consider an ordinance amending the City of Killeen Code of Ordinances, Chap. 8, Art. IV, Div. 5 to require water conservation efforts by car wash facilities.

Building Official, Mr. Abbott, and Assistant City Attorney, Mr. Wallander, presented to Construction Board of Appeals (CBOA) a draft ordinance amending Chapter 8 of City Code Ordinances to allow for the establishment of water use standards and the implementation of a vehicle wash facility annual certification program.

Chairman Robert Mitchell opened the hearing at 1:32 p.m.

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

After some discussion, a motion was made by John Deane to recommend disapproving the proposed ordinance. The motion was seconded by Jim Scaff and was carried unanimously.



ADOPTION OF VEHICLE
WASH FACILITY ANNUAL
CERTIFICATION PROGRAM

PH-24-007

March 5, 2024

Background

- On September 5, 2023, staff presented City Council with review of car wash water usage and regulatory options.
- On November 14, 2023, a Motion of Direction was given to staff to prepare a Vehicle Wash Facility Certification program that would require car washes to complete an annual inspection as well as implement conservation-based measures and practices.
- The proposed Vehicle Wash Facility Annual Certification Program establishes standards to ensure best water use practices and facility certification requirements for new and certain existing Conveyor System, In-Bay Automatic System and Self-Service car washes.

Vehicle Wash Facility Annual Certification Program (Ordinance Amendments)

3

- Proposes amending the City Plumbing Code, Chapter 8 of City Code of Ordinances to:
 - ▣ Require the establishment of annual certification program for car washes
 - ▣ Add definitions for Conveyor system car washes, In-Bay Automatic system car washes, and Self-Service car washes.
 - ▣ Add water conservation system requirements for all new Conveyor and In-Bay Automatic system car washes and for existing Conveyor system and In-Bay Automatic system car washes equipped with a water recycling system.
 - ▣ Add per vehicle wash limits for new In-Bay Automatic and new Conveyor system car washes and require positive cutoff devices for new Self Service car washes
 - ▣ Add enforcement measures and compliance fines.

Specific Ordinance Requirements

4

□ New Conveyor System Car Washes



- Must be equipped with and utilize a water recycling system that reuses a minimum of fifty (50) percent of water from previous vehicle rinses in subsequent washes.
- Shall not use more than thirty-five (35) gallons of water per vehicle.
- Shall ensure that no water leaks are present in the vehicle washing equipment.
- Existing Conveyor System Car Washes that are equipped with a water recycling system must use system and meet the above water reuse standard and ensure no water leaks.

Specific Ordinance Requirements (cont'd)

5

□ New In-Bay Automatic System Car Washes



- Must be equipped with and utilize a water recycling system that reuses a minimum of fifty (50) percent of water from previous vehicle rinses in subsequent washes.
- Shall use no more than forty-five (45) gallons of water per vehicle.
- Shall ensure that no water leaks are present in the vehicle washing equipment.
- Existing In-Bay Automatic System Car Washes that are equipped with a water recycling system must use system and meet the above water reuse standard and ensure no water leaks.

Specific Ordinance Requirements (cont'd)

6

□ New Self-Service Car Washes



- Shall utilize positive device spray wands with a flow rate of no more than three (3) gallons of water per minute.
- Shall ensure that no water leaks are present in the vehicle washing equipment.
- Existing Self Service car washes must ensure no water leaks present in vehicle washing equipment.

Annual Certification Program Requirements

7

- Will apply to all new Conveyor system, In-Bay Automatic system and Self-Service car washes.
- Will apply to existing Conveyor system and In-Bay Automatic system car washes that are equipped with water recycling systems.
- All existing and new vehicle wash facilities will continue to be subject to existing City pre-treatment, backflow prevention, and grit trap waste requirements.
- Requires completed Vehicle Wash Facility Certification Application that includes:
 - Facility Type and General Information
 - Certification Agreement: Agrees to abide by applicable conditions of the Vehicle Wash Certification Program and provides authorization for city staff to enter the premises during normal business hours for inspection when needed.

Annual Certification Program Requirements (cont'd)

8

- Vehicle Wash Facility Equipment Evaluation Form
 - ▣ Facility Type, Business Contact Information
 - ▣ Inspection Checklist completed and certified by a licensed plumbing inspector
- When necessary, a Compliance Plan will be completed and used to address needed repairs and/or upgrades as noted by the licensed plumbing inspector or by city staff within a specified timeframe. This will require:
 - ▣ A map of the property showing layout of vehicle wash equipment
 - ▣ Completed Vehicle Wash Facility Equipment Evaluation Form

Annual Certification Program Requirements (Cont'd)

9

□ Car Wash Facility Responsibilities

- Use recycle systems as designed.
- Maintain records demonstrating the use of water recycling systems.
- Make facilities available for inspections when needed.

□ City of Killeen Staff Responsibilities

- Provide program education and public awareness information.
- Implement annual certification program including ensuring program compliance.
- Verify completed evaluation form and track compliance plans.

Annual Certification Program Requirements (Cont'd)

10

□ Car Wash Facility Responsibilities

- Hire a licensed plumbing inspector to evaluate and inspect wash equipment at least annually.
- Follow and implement water conservation methods and practices.
- Implement compliance plans.

□ City of Killeen Staff Responsibilities

- Maintain program efforts and compliance records.
- Coordinate with Public Works staff regarding pre-treatment, backflow prevention compliance and grit-trap waste management.
- Monitor water consumption reports.
- Take enforcement actions when necessary.

Comparison With Other City Programs

11

□ Vehicle Facility Wash Annual Certification Program Comparison

	Austin	San Antonio	San Marcos	Killeen
Water Recycling Systems	N/A	50%	50%	50%
Conveyor Systems	35 gpv	40 gpv	55 gpv	35 gpv
In-Bay Automatic Systems	45 gpv	40 gpv	55 gpv	45 gpv
Self-Service Car Wash	3.5 gpm	3 gpm	3 gpm	3 gpm
Water leaks prohibited	Yes	Yes	N/A	Yes
Enforcement Action	Annual Evaluations	Compliance Plan	Suspension	Fine(s)

Staff Recommendation

- Staff recommends that City Council adopt proposed amendments to Chapter 8 of City Code of Ordinances which allows for the establishment of water use standards and the implementation of a vehicle wash facility annual certification program.

Board Recommendation

- On February 15, 2024, staff presented to Construction Board of Appeals (CBOA) a draft ordinance amending Chapter 8 of City Code Ordinances to allow for the establishment of water use standards and the implementation of a vehicle wash facility annual certification program. However, the CBOA voted unanimously to recommend disapproval of this amendment.