

### City of Killeen

#### **Agenda**

#### **City Council Workshop**

Tuesday, April 16, 2024
5:00 PM
City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

#### **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.

#### Discuss Items for Regular City Council Meeting on April 23, 2024

#### **Items for Discussion at Workshop**

1.	DS-24-026	Interim report from BSW Architects regarding City Hall project
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2. DS-24-027 ADA Compliance Project Phase II Update

**Attachments:** Presentation

3. DS-24-028 Marijuana Enforcement Ordinance Annual Report

**Attachments:** Presentation

**4.** DS-24-029 Discuss adding the November 5th Memorial Event to the Governing

Standards and Expectations - Assistance to Community Organizations for

Special Events.

#### **Minutes**

5.	MN-24-008	Consider Minutes of Regular City Council Meeting of March 19, 2024.	

**6.** MN-24-009 Consider Minutes of Regular City Council Meeting of March 26, 2024.

#### Resolutions

7. RS-24-069 Consider a resolution/memorandum authorizing a contract with Faster Asset Solutions for fleet management software, in an amount of \$148,540.

**<u>Attachments:</u>** Agreement and Quote

**Contract Verification** 

**Certificate of Interested Parties** 

Presentation

**8.** RS-24-070 Consider a memorandum/resolution authorizing a master software agreement with Civic Plus, in the amount of \$87,114 for FY24.

Attachments: Quote

Agreement

**Contract Verification** 

**Certificate of Interested Parties** 

Presentation

9. RS-24-071 Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Texas Department of Transportation-Aviation Division for the administration of an Airport Terminal Program Grant for the new terminal building at Skylark Field.

Attachments: Designation of Sponsor's Authorized Representative

**Certification of Project Funds** 

Presentation

**10.** RS-24-072 Consider a memorandum/resolution renewing the agreement with Pattillo, Brown & Hill, LLP to provide independent auditing services for the City of Killeen for the fiscal year ending September 30, 2024.

Attachments: Fee Proposals

**Engagement Letter** 

**Certificate of Interested Parties** 

**Presentation** 

11. RS-24-073 Consider a memorandum/resolution authorizing a Letter of Agreement with Rice Inspection, Inc. for construction inspection on three Water and Sewer Capital Improvement Plan Projects, in an amount of \$328,328.

**Attachments:** Agreement

Certificate of Insurance

**Certificate of Interested Parties** 

Presentation

**12.** RS-24-074

Consider a memorandum/resolution procuring services from Commercial Swim to repair damage to the Killeen Family Aquatic Center pump room equipment, in an amount not to exceed \$250,000.

Attachments: Quotes

**Contract Verification** 

**Certificate of Interested Parties** 

**Vendor Contract Information Summary** 

Presentation

#### **Ordinances**

**13.** OR-24-003

Consider an ordinance amending Chapter 19 in the City of Killeen Code of Ordinances, to rename the Recreation Services Advisory Board to the Parks and Recreation Advisory Board.

Attachments: Ordinance

**Presentation** 

**14.** OR-24-004

Consider an ordinance amending the Chapter 30, Article I of the Killeen Code of Ordinances providing for an update to the Water Conservation and Drought Contingency Plan.

Attachments: Ordinance

**Presentation** 

#### Public Hearings (Public Hearings Will be Held on April 23, 2024)

**15.** PH-24-011

HOLD a public hearing and consider an ordinance requested by TCG Engineering on behalf of GWC Holdings, LLC and McLean Commercial Ltd. (Case #Z24-04) to rezone approximately 195.04 acres out of the W. H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located on the west side of Featherline Drive, west of the intersection of Malmaison Road, Killeen, Texas. (Requires a ¾ majority vote).

Attachments: Maps

Site Photos

**Letters of Request** 

**Minutes** 

Responses

Ordinance

Considerations

Presentation

**16.** PH-24-012

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

Attachments: Ordinance

Presentation

#### **Councilmember Requests for Future Agenda Items**

17. RQ-24-005 Discuss Songhai Bamboo Roots Juneteenth Celebration

**Attachments:** Request

**18.** RQ-24-006 Discuss establishment of a Charter Review Committee for the Killeen City

Charter

**Attachments:** Request

#### **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 April 12, 2024.

Laura J. Calcote, City Secretary

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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.

- Annual Bob Gray Day, April 18, 2024, 3:00 p.m., Killeen Regional Airport
- Opening Day Baseball, April 20, 2024, 9:00 a.m., Killeen Athletic Complex
- Homecoming for Heroes VIII, April 20, 2024, 5:30 p.m., SC River Ranch
- Killeen Fire Department Badge Pinning Ceremony, April 25, 2024, 3:00 p.m., Killeen Civic and Conference Center
- Bond Project Public Forum, April 25, 2024, 6:00 p.m., Killeen City Hall
- Siddons-Martin Emergency Group Killeen Facility, April 26, 2024, 10:00 a.m., 4901 Roy J. Smith Drive
- Greater Killeen Chamber of Commerce Military Relations Council Luncheon, May 1, 2024, 11:30 a.m., Courtyard by Marriott
- Killeen Animal Center Grand Opening, May 2, 2024, 10:00 a.m., Killeen Animal Center
- Killeen Fire Station No.4 and EOC Groundbreaking Ceremony, May 8, 2024, 2:00 p.m., Near 9132 Trimmier Road
- Rodeo Killeen, May 17, 2024, 7:15 p.m., Killeen Rodeo Grounds, 3301 S.W. WS Young

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



### City of Killeen

#### **Staff Report**

File Number: DS-24-026

Interim report from BSW Architects regarding City Hall project



### City of Killeen

#### **Staff Report**

File Number: DS-24-027

ADA Compliance Project Phase II Update



ADA COMPLIANCE PROJECT PHASE II UPDATE

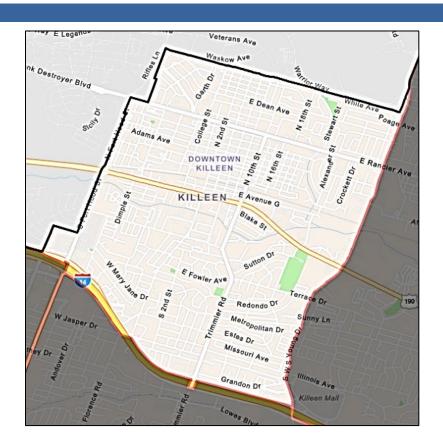
# Background

- In June 2021, the City entered into a 3-year Settlement Agreement with Department of Justice that required the City to complete a self assessment of all city facilities, programs, activities, and public rights of way.
- In May 2022, the City contracted with Meeting the Challenge, a STV Company, to evaluate the City's services, polices, practices and facilities for compliance with the American with Disabilities Act (ADA) – Phase I
  - □ 56 facilities, 31 parks/trails, website and communication.

- In February of 2023, the City contracted with Meeting the Challenge, a STV Company, to evaluate the City's public rightsof-way.
- The assessment has been divided into seven (7) work areas of the city:
  - Areas 1,2,3 Highest priority due to pedestrian traffic, city facilities, and oldest areas of the city.
  - $\blacksquare$  Areas 4,5,6 Areas south of I-14.
  - $\blacksquare$  Areas 7 The most western area of the city.

# Work Area 1 – Highest Priority

SCHEDULE	Apr 23 – Jul 23
SQUARE MILES	7
LINEAR MILES	196
CURB RAMPS	1,848



# Work Area 2 – High Priority



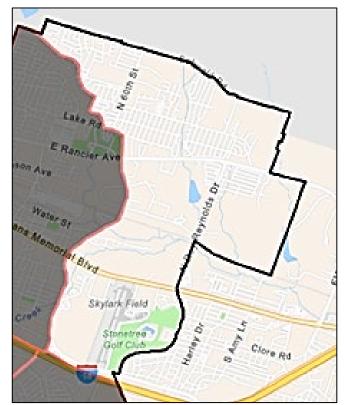
SCHEDULE	Apr 23 – Jul 23
SQUARE MILES	3
LINEAR MILES	97
CURB RAMPS	951



# Work Area 3 – Priority

SCHEDULE	Apr 23 – Jul 23
SQUARE MILES	6
LINEAR MILES	86
CURB RAMPS	780





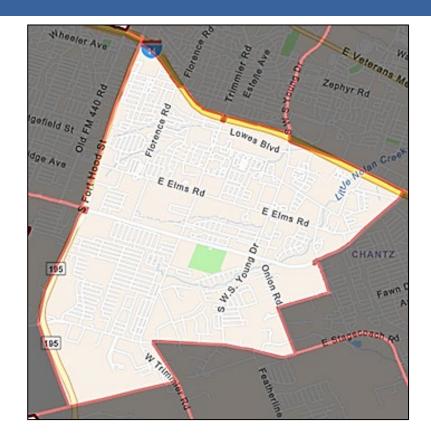
### Work Area 4 - South of I-14



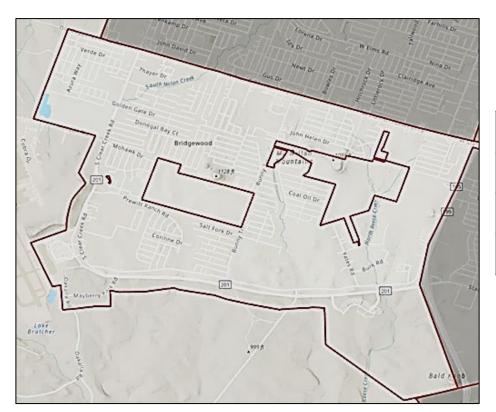
SCHEDULE	Aug 23 – Oct 23
SQUARE MILES	6
LINEAR MILES	130
CURB RAMPS	1,158

## Work Area 5 - South of I-14

SCHEDULE	Aug 23 – Oct 23
SQUARE MILES	10
LINEAR MILES	120
CURB RAMPS	1,371



## Work Area 6 – South of I-14



SCHEDULE	Oct 23 — Jan 24
SQUARE MILES	8
LINEAR MILES	91
CURB RAMPS	840

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## Work Area 7 – Western Area

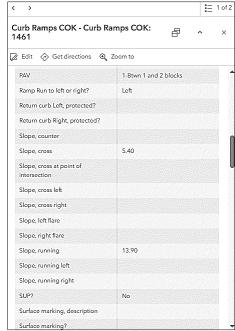
SCHEDULE	Jan 24 – Apr 24
SQUARE MILES	6
LINEAR MILES	130
CURB RAMPS	1,158



# ADA Survey

### Manual Data Collection



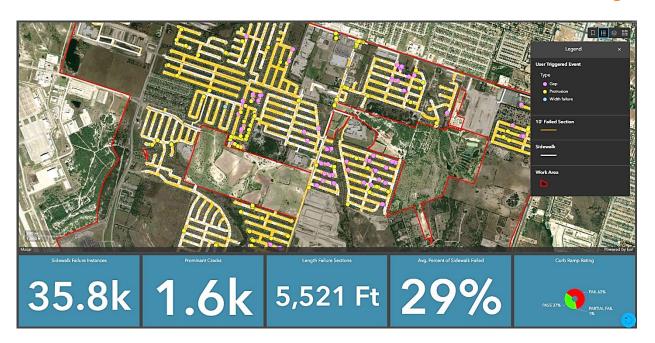






## **ADA Survey**

□ Automated Data Collection - WA6 Findings



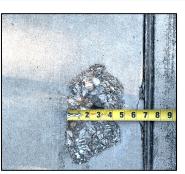


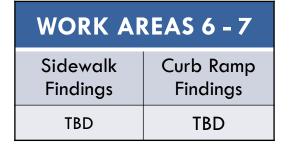
# ADA Survey

### Findings

WORK AREAS 1 - 3		
Sidewalk Findings	Curb Ramp Findings	
7,241	2,943	

WORK AREAS 4 - 5		
Sidewalk Findings	Curb Ramp Findings	
4,144	2,225	









## Transition Plan Data (TPD) - Final

- Following the analysis of the collected data a final transition plan will be developed noting all the identified findings in the designated work areas.
- All barriers will be identified to remediate with cost and schedule.
  - □ TPD Table for areas 1-3: Delivered Sept 2023.
  - TPD for areas 4-5: Complete Data Validation Oct 2023.
  - □ TPD for areas 6-7: Anticipated May 2024.



### City of Killeen

#### **Staff Report**

File Number: DS-24-028

Marijuana Enforcement Ordinance Annual Report



# MARIJUANA ORDINANCE ANNUAL REPORT

April 16, 2024

- □ November 8, 2022: Killeen citizens passed Proposition A.
- December 6, 2022: Killeen City Council removed the "Probable Cause" clause, which prevented Killeen Police Officers from using the odor of marijuana as probable cause for search.
- Sec 22-80: Killeen police officers shall not issue citations or make arrests for class A or class B misdemeanor possession of marijuana offenses except in the limited circumstances described in (b).

- Section B:
  - Investigation of a felony-level narcotics case that has been designated as a high-priority investigation by a Killeen police commander, assistant chief of police, or chief of police
  - The investigation of a violent felony.

Sec. 22-81. Citations for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

□ Sec. 22-82. Prohibition against using city funds or personnel to conduct THC concentration testing.

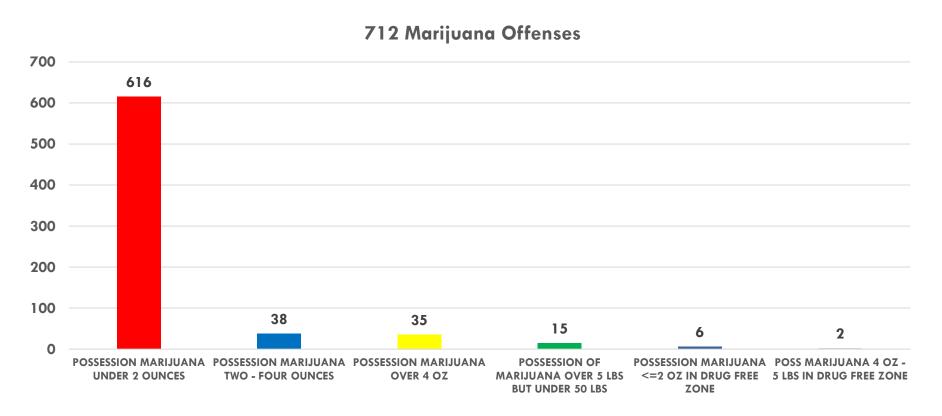
- □ Sec. 22-84. Training and policy updates; community involvement.
- Actions that may be necessary include but are not limited to:
  - Updating the KPD General Orders (In progress)
  - Updating the training bulletin (as needed)
  - Training officers (as needed)
  - Updating internal databases and systems (ongoing)
- The city manager shall arrange regular meetings to discuss the development of policies, procedures, and practices related to this ordinance, which shall include community stakeholders.

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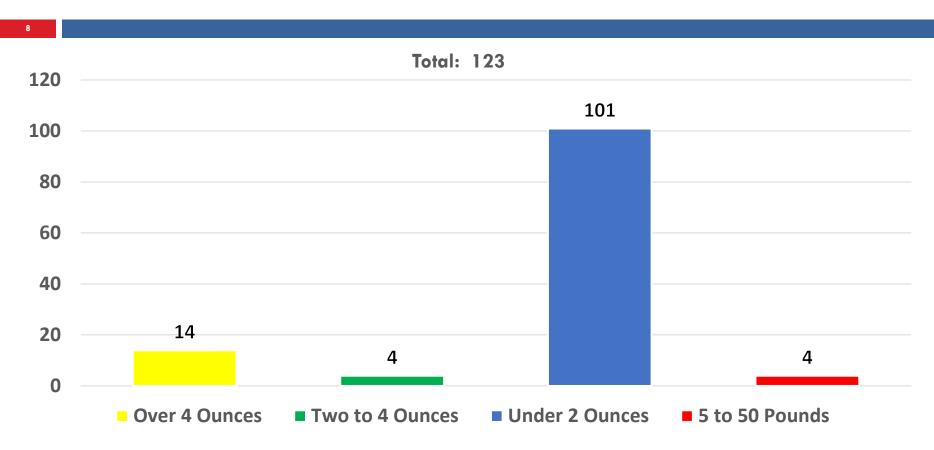
- Data in this report represents marijuana offense data from January 1, 2023, through December 31, 2023.
- All documented cases involving marijuana are incidents, regardless of arrest or release.

 Some incidents may have multiple offenses and/or suspects listed.

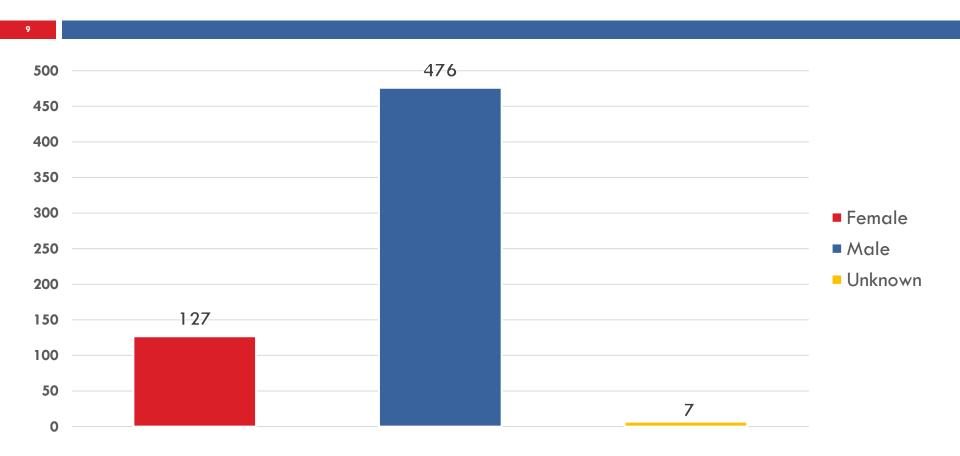




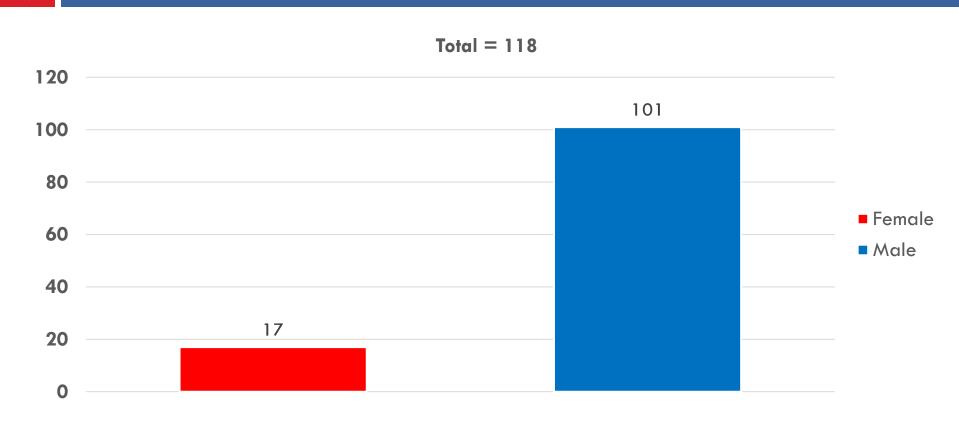
## Marijuana Charges



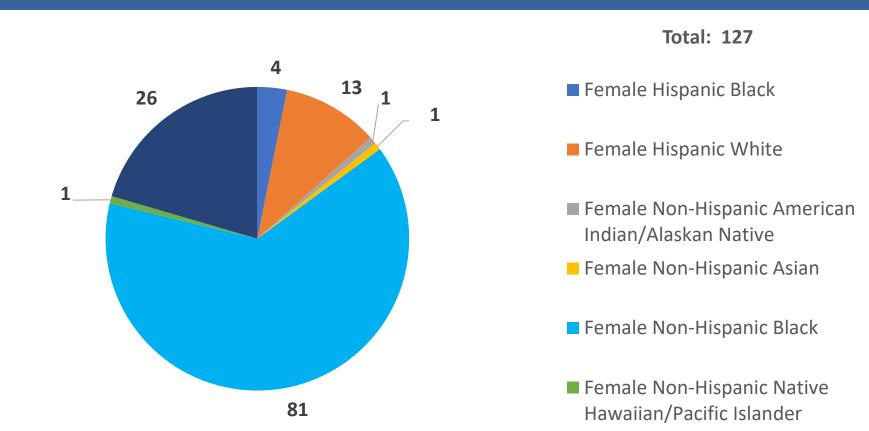
### Marijuana Suspects by Gender



### Marijuana Arrest Offender by Gender

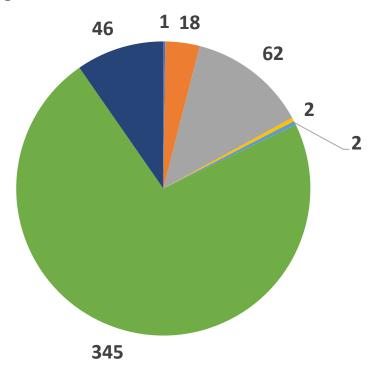


### 2023 Total Marijuana Suspects Demographics (Females)



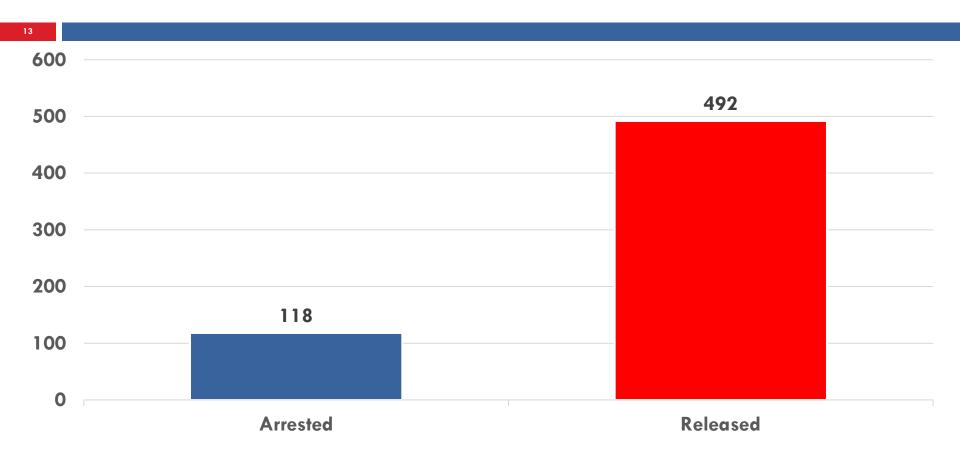
### 2023 Total Marijuana Suspects Demographics (Males)



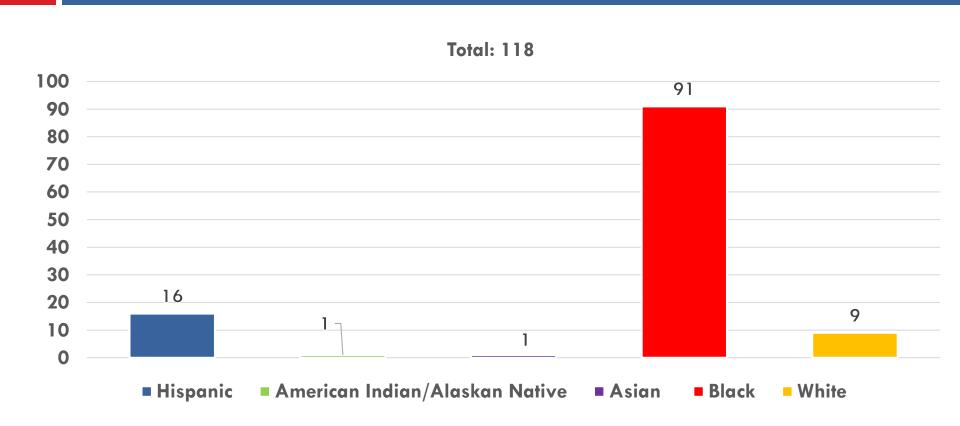


- MALE Hispanic American Indian/Alaskan Native
- **MALE Hispanic Black**
- **MALE Hispanic White**
- MALE Non-Hispanic American Indian/Alaskan Native
- MALE Non-Hispanic Asian
- MALE Non-Hispanic Black
- MALE Non-Hispanic White

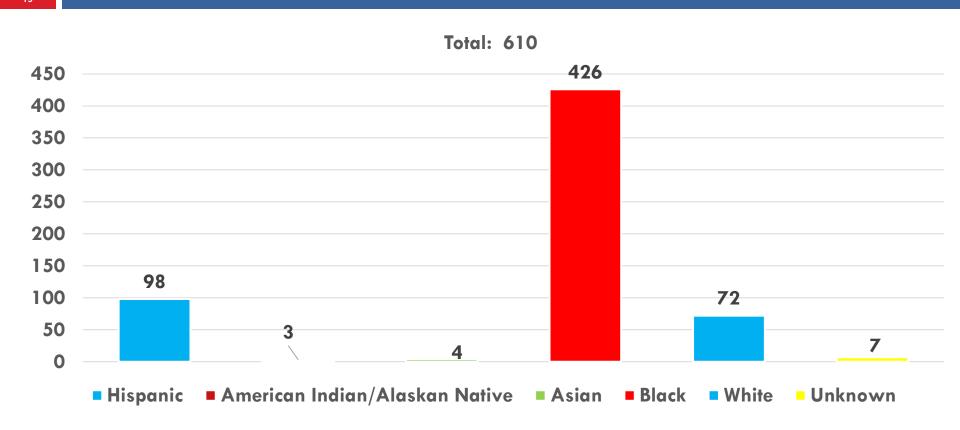
## Suspects Arrest/Release Ratio 2023



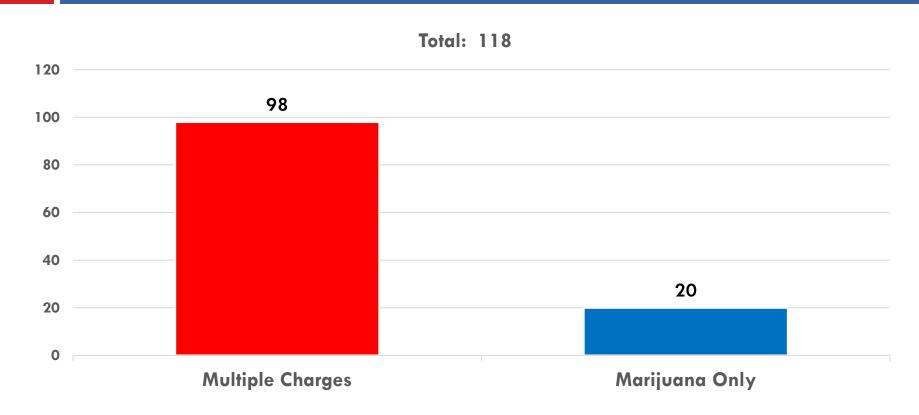
### Marijuana Arrests by Race/Ethnicity



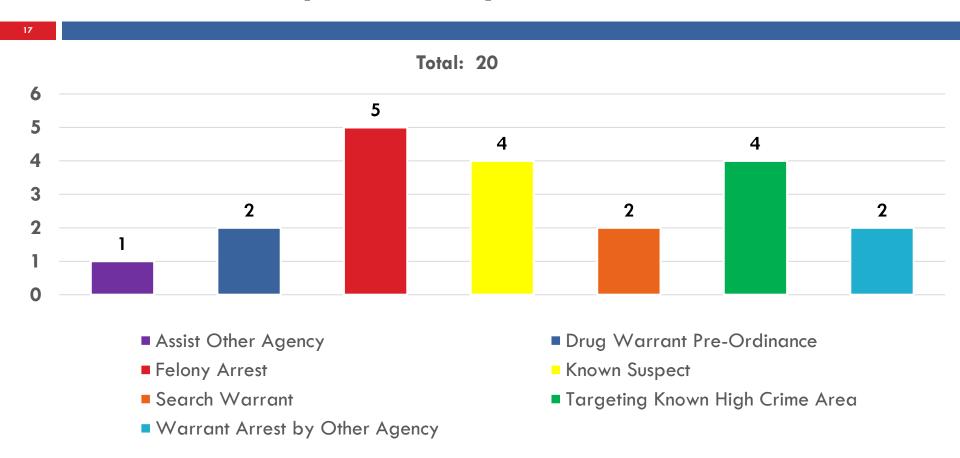
# Marijuana Suspects by Race/Ethnicity



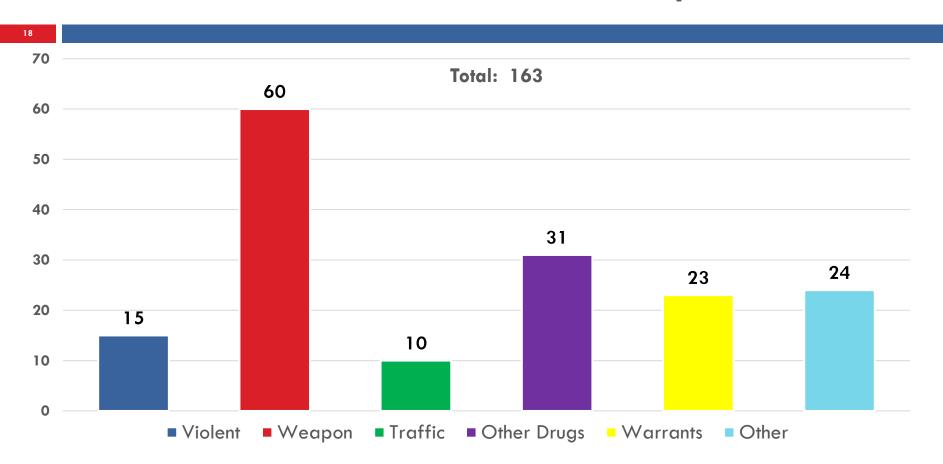
# Multiple Charges vs Marijuana Only Charge



# Marijuana Only Arrest Reason



# Additional Offenses Related to Marijuana Arrests



# Marijuana Ordinance Annual Report

# Questions?



# City of Killeen

## **Staff Report**

File Number: DS-24-029

Discuss adding the November 5th Memorial Event to the Governing Standards and Expectations - Assistance to Community Organizations for Special Events.



## City of Killeen

#### **Staff Report**

File Number: MN-24-008

Consider Minutes of Regular City Council Meeting of March 19, 2024.

#### **City of Killeen**

City Council Meeting Killeen City Hall March 19, 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, Deputy City Secretary Beatrice Canseco, and

Sergeant-at-Arms Sierra

Don Smith gave the invocation. Mayor Nash-King led everyone in the Pledge of Allegiance.

#### **Approval of Agenda**

Motion was made by Councilmember Solomon to approve the agenda, as presented. Motion was seconded by Mayor Protem Cobb. The motion carried unanimously (7-0).

#### **Presentations**

PR-24-008 Killeen Star Award

Mayor Nash-King and Councilmember Segarra recognized Killeen citizen, John Valentine III, for being an outstanding community member.

#### **Citizen Comments on Agenda Items**

Cameron Cochran spoke regarding PH-24-007, RS-24-053, RS-24-043, RS-24-045, RS-24-050, and RS-24-052.

Mellisa Brown spoke regarding RS-24-050 and RS-24-053.

Michael Fornino spoke regarding RS-24-053, RS-24-043, and RS-24-052.

Sean Price spoke regarding DS-24-021, RS-24-043, RS-24-044, RS-24-045, and RS-24-048.

#### Resolutions

**RS-24-053** Consider a memorandum/resolution approving the Amended and Restated Certificate of Formation of Killeen Public Facility Corporation.

Staff Comments: Holli Clements, City Attorney

Ms. Clements presented this item to City Council following discussion at the meeting of the Public Facility Corporation on March 5, 2024. Summer B. Greathouse, Partner with Bracewell LLP, and Ms. Clements were available to provide additional information and to answer questions.

Motion was made by Councilmember Segarra to approve RS-24-053. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

Meeting was recessed at 5:37 p.m.

Regular Session reconvened at 6:19 p.m.

#### **Discussion Items**

**DS-24-021** Total Solar Eclipse Briefing

RS-24-045

Staff Comments: Peter Perez, Director of Homeland Security and Emergency Management

Mr. Perez provided an update regarding the upcoming total solar eclipse and plans to manage the temporary influx of tourists during the event.

#### **Consent Agenda**

MN-24-006	Consider Minutes of Regular City Council Meeting of February 13, 2024.
RS-24-042	Consider a memorandum/resolution approving the investment report for the quarter ended December 31, 2023.
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.
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.

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.

- **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.
- **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.
- **RS-24-048** Consider a memorandum/resolution authorizing the renewal of annual maintenance agreement of Municipal Court Software, in an amount of \$258,282.
- **RS-24-049** Consider a memorandum/resolution appointing presiding and alternate judges for the May 4, 2024 General Election.
- **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.
- **RS-24-051** Consider a memorandum/resolution renaming the Fort Hood Regional Trail to Fort Cavazos Regional Trail.
- **RS-24-052** Consider a memorandum/resolution appointing members to the Bond Advisory Committee.

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

#### **Public Hearings**

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.

The City Secretary read the caption of the ordinance:

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.

Staff Comments: Earl Abbott, Building Official

This item was presented to City Council during their March 5, 2024 Workshop meeting. Mr. Abbott was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Adams to approve PH-24-007. Motion was seconded by Mayor Protem Cobb. The motion carried unanimously (7-0).

#### **Adjournment**

With no further business, upon motion being made by Councilmember Solomon, seconded by Mayor Protem Cobb, and unanimously approved, the meeting was adjourned at 6:44 p.m.



## City of Killeen

### **Staff Report**

File Number: MN-24-009

Consider Minutes of Regular City Council Meeting of March 26, 2024.

#### **City of Killeen**

City Council Meeting Killeen City Hall March 26, 2024 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb (arrived at 5:04 p.m.), Councilmembers Michael Boyd,

Jessica Gonzalez, Jose Segarra (arrived at 5:10 p.m.), Joseph Solomon, Ramon

Alvarez, and Riakos Adams

Also attending were Assistant City Manager Laurie Wilson, City Attorney Holli Clements,

Deputy City Secretary Beatrice Canseco, and Sergeant-at-Arms Odeh

Councilmember Solomon gave the invocation. Councilmember Adams led everyone in the Pledge of Allegiance.

#### **Approval of Agenda**

Motion was made by Councilmember Solomon to approve the agenda, as presented. Motion was seconded by Councilmember Boyd. The motion carried unanimously (5-0).

#### **Citizen Comments on Agenda Items**

Michael Fornino spoke regarding OR-24-002 and RS-24-062.

Melissa Brown spoke regarding RS-24-054, RS-24-056, and OR-24-002.

Sean Price spoke regarding RS-24-054, RS-24-056, RS-24-059, and OR-24-002.

Leo Gukeisen spoke regarding RS-24-054, RS-24-056, RS-24-059, and OR-24-002.

#### **Consent Agenda**

MN-24-007 Consider Minutes of Regular City Council Meeting of February 27, 2024.

RS-24-054 Consider a memorandum/resolution authorizing an Interlocal Agreement with

Department of Public Safety (DPS) for Failure to Appear Program.

- **RS-24-055** Consider a memorandum/resolution authorizing a professional services agreement with Scheibe Consulting, LLC, for the Drainage Master Plan Project, in the amount of \$360,000.
- **RS-24-056** Consider a memorandum/resolution approving an amendment to the letter of agreement with the Killeen Economic Development Corporation to provide economic development services, in an amount of \$865,000.
- RS-24-057 Consider a memorandum/resolution approving a petition submitted by James Kent, on behalf of Pimluck Properties LLC, requesting release from the City of Killeen Extraterritorial Jurisdiction (ETJ) for approximately 5.78 acres of land out of the W. Allen Survey, Abstract No. 24. The subject property is generally located on the west side of Brewer Road, approximately 0.31 miles north of F.M. 2484, Salado, Texas.
- **RS-24-058** Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments (CTCOG), for a Household Hazardous Waste (HHW) event.
- **RS-24-059** Consider a memorandum/resolution authorizing the award of Bid No. 24-23 Transfer Station Crane to Waste Systems Equipment, Inc., in an amount not to exceed \$310,556.
- **RS-24-060** Consider a memorandum/resolution ratifying a Sports Officiating Professional Services agreement with Copperas Cove Athletic Officials Association, in an amount of \$61,700.
- **RS-24-063** Consider a memorandum/resolution appointing members to the Bell County Board of Health.
- **OR-24-002** Consider an ordinance to amend the number of authorized civil service positions for the Killeen Police Department.

The City Secretary read the caption of the ordinance:

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

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

#### Resolutions

**RS-24-061** Consider a memorandum/resolution declaring a vacancy on the Senior Citizen Advisory Board and appointing a new member.

Staff Comments: Kelly Snook, Executive Director of Parks and Recreation

This item was presented to City Council during their March 19, 2024 Workshop meeting. Ms.

Snook was available to provide additional information and to answer questions.

Motion was made by Councilmember Solomon to appoint David Fleming to the Senior Citizen Advisory Board and to approve RS-24-061. Motion was seconded by Mayor Protem Cobb. The motion carried unanimously (7-0).

**RS-24-062** Consider a memorandum/resolution appointing members to the Crime Solutions Committee.

Staff Comments: Holli Clements, City Attorney
This item was presented to City Council during their March 19, 2024 Workshop
meeting. Ms. Clements was available to provide additional information and to answer
questions.

Motion was made by Mayor Protem Cobb to approve RS-24-062. Motion was seconded by Councilmember Adams. The motion carried unanimously (7-0).

#### **Adjournment**

With no further business, upon motion being made by Councilmember Boyd, seconded by Councilmember Adams, and unanimously approved, the meeting was adjourned at 5:33 p.m.



## City of Killeen

#### **Staff Report**

File Number: RS-24-069

Consider a resolution/memorandum authorizing a contract with Faster Asset Solutions for fleet management software, in an amount of \$148,540.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Authorize a contract with Faster Asset Solutions for fleet management

software

#### **BACKGROUND AND FINDINGS:**

The City of Killeen's Fleet Division has been utilizing Faster Asset Solutions' fleet management software since December of 1998. Over the years, this software has played a crucial role in managing the city's assets and associated maintenance tasks. However, the current fleet management software is Windows-based and will reach end of support in June 2025. With no available updates and limited technical support, it is becoming increasingly challenging to maintain efficiency and effectiveness in managing the city's fleet.

FASTER, a state-of-the-art computerized fleet management system, allows the division to be able to track every part of vehicle maintenance, all associated operating costs, management of parts inventory, and provide up to date reports showing the cost of maintenance. FASTER also allows the division to track the time that technicians utilize on vehicle maintenance and repair, as well as time utilized for training, professional development, and any other indirect labor activities. There is also a Motor Pool Module that has been installed in the FASTER system that will track pool cars and enable Fleet Services to bill for usage on a variety of different time schemes.

To address these challenges, the City of Killeen is exploring the adoption of Fleet Faster WEB management software solution. The recommended software will offer comprehensive integration with the city's fuel management software, providing seamless tracking of fuel consumption for each asset and automatically alerting mechanics when maintenance is required. Additionally, this software system will streamline inventory management, track work history, monitor maintenance costs, and conduct life-cycle cost analysis to determine the optimal timing for vehicle or equipment replacement.

The selected solution, Faster Web, is a cloud-based fleet management program offered by Faster Asset Solutions. Moving to a cloud-based platform will offer several advantages over the current system, including better technical support and quicker updates to ensure that the software remains

current and functional.

In terms of cost, the initial investment in the new fleet management software includes purchasing the software itself, necessary licenses, and the first year's subscription for technical support. Subsequent annual subscription and support costs will be covered by Faster Asset Solutions as per the General Services Administration (GSA) Cooperative Contract, with an estimated cost of \$33,024 per year for five years. These ongoing costs will be factored into future budgets to ensure continued support and maintenance of the fleet management software.

#### Cost Breakdown

Category	One-	Time Fee	S	Annual	Fees		
License	\$70,983.0	0 \$0	)				
Support And	l Maintenan	ce		\$28,811	.60		
Setup/Hostir	ng \$	2,160.00	\$0				
Addon Modu	ıles/Web	\$29,65	6.00	\$5,	184.00		
Professional	Services/Da	ata Conve	rsion		\$21,60	00.00	\$0
Professional	Services/Re	eport Writ	ing	\$0	\$0		
Professional	Services/Tr	raining		\$17,226	5.00	\$0	

(\$972.00)

Total \$115,515.45 \$33,023.60

(\$26,109.55)

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

N/A

Discount

Which alternative is recommended? Why?

N/A

## **CONFORMITY TO CITY POLICY:**

Faster Asset Solutions holds GSA Cooperative Purchasing Contract ID#47QTCA23D0054. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

#### **FINANCIAL IMPACT:**

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

The total expenditure for fiscal year 2024 is \$148,540. Future years have an expected cost of \$33,024.

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

The one-time expenditure for FY 2024 is \$115,516. The reoccurring maintenance fees will be \$33,024.00 for Fiscal Years 2024-2028.

#### Is this revenue/expenditure budgeted?

Yes, funds will be available in the Information Technology Fund account 627-2705-419.61-40 upon approval of the mid-year budget amendment.

#### 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, upon approval of the mid-year budget amendment.

#### **RECOMMENDATION:**

Staff recommends that the City Council authorize the purchase of the Fleet Management Software Upgrade, related hardware and maintenance from Faster Asset Solutions utilizing the GSA Cooperative Purchasing Contract (ID#47QTCA23D0054) for an estimated total cost of \$115,516; not to exceed budgetary limitations. City Staff also requests authorization for an ongoing annual subscription and maintenance contract with Faster Asset Solutions for an estimated cost of \$33,024; not to exceed budgetary limitations, 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:**

Fleet Finance Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Agreement and Quote Contract Verification Certificate of Interested Parties Presentation

# FASTER Asset GENERAL AGREEMENT

TT FASTER LLC, dba FASTER Asset Solutions, hereinafter referred to as "FASTER," and the City of Killeen, Texas, hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

Schedule A: Statement of Work

Schedule B: Software Upgrades & Support Agreement

Schedule C: Software License Agreement

Schedule D: Cloud Service Level Agreement (SLA)

Schedule E: Pricing & Payment Terms

#### 1. FASTER Web and Custom Deliverables:

a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

 Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

**Data Conversion Testing:** 

If data conversion services are included in Schedule E, the following will apply:

- i. FASTER will perform data validation testing.
- ii. FASTER will ensure the accuracy of the data FASTER loads into Customer's FASTER Web database against the data provided by Customer.

- iii. FASTER will confirm Customer's converted data meets the business rules of FASTER Web.
- iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.
- v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.
- vi. FASTER will provide data validation test cases for Customer to use free of charge.
- vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER's* work will be corrected by *FASTER* at no charge to Customer.

#### 2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

#### 3. Proprietary Rights of FASTER

a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: FASTER retains title to and all intellectual property rights to all programs, documentation, information or data furnished by FASTER. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of FASTER.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

- i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:
  - 1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).
  - 2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.
  - 3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.
- ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

#### c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

#### d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER*'s proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

#### e. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

#### 6. Limitation of Liability

Customer agrees that FASTER's liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by FASTER will be limited to an aggregate of FASTER's total fees.

#### 7. Confidential Information

"Confidential Information" means any software provided by FASTER to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or FASTER and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms. Notwithstanding anything herein to the contrary, Customer is Governmental Entity bound by the laws of the state of Texas, including laws governing the Pubic Information Act and Customer shall abide by the laws and Attorney General opinions, both as amended, regarding Public Information.

#### 8. Term and Termination

The initial term of this Agreement shall be for five years from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The

parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

#### a. Termination by FASTER

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay FASTER any amount due hereunder and such failure to pay is not cured within 30 days following FASTER's notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within 30 days following FASTER's notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

#### b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

#### c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to pay 85% of the unbilled portion of the Agreement for the remaining term.

#### 9. General

#### a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

#### b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

#### c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

#### d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

#### f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

#### g. Asset Count

FASTER reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with FASTER in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, FASTER reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

#### h. Public Agencies

With FASTER's approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

#### i. Governing Law and Venue

This Agreement will be governed by the laws of the State of Texas. Additionally Customer and *FASTER* agree the exclusive venue for any suit arising out of this agreement shall exclusively be in Bell County, Texas. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

## **AGREED TO:**

CITY OF KILLEEN, TEXAS	TT FASTER LLC DBA FASTER Asset Solutions:		
Ву:	By:		
Title:	Title: Mitchel Skyer/President		
Date:	Date:3/21/2024		

#### Schedule A: Statement of Work

#### 1. SERVICES

- a. Orders for Services.
  - i. FASTER will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
  - ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

#### b. Professional Services.

- i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
  - 1. Data Extraction Support Services optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
- ii. FASTER will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by FASTER in connection with the Professional Services.

#### c. Training Services.

- FASTER shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
- ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
- iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. FASTER will provide quotes for onsite training as requested and/or as recommended at FASTER's then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.

#### d. Implementation/Configuration Services.

- i. FASTER shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
- ii. To permit FASTER to perform historical data import, Customer shall provide FASTER with any requested configuration information and a copy of the Customer FASTER Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.

#### e. Custom Work

- i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
- ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.

#### 2. PROJECT MANAGEMENT.

- a. Project Managers.
  - i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
  - ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
  - iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
  - iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
- b. Delays in Performance.
  - i. FASTER shall not be deemed in breach of its obligations under this Agreement or otherwise liable if FASTER's performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing FASTER Win database or other existing database.
  - ii. Additionally, FASTER will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
  - iii. FASTER's obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
  - iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.

#### 3. FASTER Web Application

- a. One instance of the FASTER Web application with one database is included.
- b. Unlimited user access (named accounts) is included.
- c. FASTER Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.
- d. MODULES
  - i. Assets
  - ii. Inventory
  - iii. Maintenance
  - iv. Fuel
  - v. Accounting
  - vi. Vendors
  - vii. Reports
- e. Technician Workstation
- f. Customer Portal
- 4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

- a. Selected software add-on components as indicated in the Order.
- b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.
- 5. Application Programming Interface (API) (OPTIONS)
  - a. Communication protocol that allows communication between FASTER Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
    - Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
    - ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
  - b. Maintenance Repair API
    - i. Retrieve work order and direct charge repair information from FASTER Web
  - c. Asset Alerts API
    - i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
    - ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
  - d. Asset Locations Web Service API
    - i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
    - ii. One or more new location records are created once per hour per asset.
  - e. Inventory Orders and Invoices API
    - i. Import invoices into FASTER Web based on received date
    - ii. Import orders and line items by status and date
    - iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
    - iv. Create orders and order lime items (optional parameter)
    - v. Deletes orders and order line items.
  - f. Inventory Item Request Web Service API
    - i. Retrieve item requests and create item request messages.
    - ii. Item requests include Storeroom, Begin and/or End Date and Offset
    - iii. Item Request Messages for technician include Item Request Identifier (unique),Message Subject, Message Body
  - g. Asset Meter Readings Web Service API
    - i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
  - h. Purchase Orders Web Service API
    - i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
    - ii. Create one or more purchase orders and budget line items for purchase orders.
  - i. Process Billing Automation Web Service API
    - i. Auto create date specific billing statement in FASTER Web
  - j. Asset Birth Certificate Web Service API

- i. Retrieves and updates Assets in *FASTER* Web.
- ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.

#### 6. Integrations (OPTIONS)

- a. Asset Alerts Import
  - i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
- b. Asset Locations Import
  - i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER* Web's map
  - ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
  - iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
- c. Asset Meter Readings Import
  - i. Import cumulative asset meter readings available from vendor into *FASTER* Web.
  - ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
  - iii. FASTER Web can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
- d. Single Vendor Fuel Import
  - i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
  - ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
- e. Fuel Dispenser Integration
  - i. Allows *FASTER* Web users to track the individual fuel site and/or dispenser source.
  - ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.

#### f. VIN Decoder

- i. Scan or manually enter a VIN into *FASTER* Web Create Asset and Select Asset processes.
- ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
- iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER* Web.
- iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER* Web "Create New Asset" function.
  - 1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
- v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
- vi. NHTSA values are checked to confirm active status in FASTER Web.

#### 7. Modules (OPTIONS)

- a. Barcoding Add On
  - i. Software to scan and print 2D or Symbiology Code 128 barcodes
- b. Alert Filtering and Mapping Add On

- i. Automatically create pending repairs or service items
- ii. Automatically send text or email custom notifications.
- iii. Assign custom descriptions to alerts from vendor provided XML file
- iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
- c. Dashboard Add On
  - i. Separate module with user definable views and settings
  - ii. 12 additional KPI (Key Performance Indicators) Charts
- d. FASTER Web Inventory Import Utility (IIU)
  - i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
  - ii. Supports import of Inventory (parts) data from parts or fluid vendor.
  - iii. IIU is incorporated directly in FASTER Web Integrations Module
  - iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
  - v. Scheduling frequency of import as often as every five minutes.
  - vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.
- e. Web-Based MotorPool Module
  - i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
  - ii. Unlimited user access (named accounts)
  - iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.
- f. Key Box Integration
  - Required to integrate keybox hardware with FASTER MotorPool module.
     Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.
- 8. Exports (OPTIONS)
  - a. Asset Alert Results Export
    - i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
    - ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
    - iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
  - b. Asset Birth Certificate Export
    - Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.
- 9. Data Services (OPTIONS)
  - a. Data Extraction Mapping Tools
    - i. Option 1: Pre-designed MS Excel data mapping template
    - ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
  - b. Level 1 Data Conversion and Testing

- Data conversion from existing database to FASTER Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
- ii. Data Validation testing conducted to confirm data conversion integrity.
- c. Level 2 Data Conversion and Testing
  - i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
  - ii. Data Validation testing conducted to confirm data conversion integrity.
- d. Level 3 Data Conversion and Testing
  - i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
  - ii. Functional stability testing conducted to ensure no data conflicts with FASTER Web table structure.
  - iii. Data Validation testing conducted to confirm data conversion integrity.
- 10. Implementation/Pre Go-Live Training Modules training modules are continually enhanced and updated, examples of these modules are found below.
  - a. Maintenance Management Overview
  - b. System Configuration for FASTER Web system settings
  - c. Training Plan and Schedule for specific system users and job functions.
  - d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.

#### 11. Go Live Training

- a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
- b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.

#### 12. Post Go-Live Training (OPTIONS)

- a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
- b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
- c. New manager training program modules are available to introduce Customer new hire management to the FASTER Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

#### **Schedule B: Software Upgrades & Support Agreement**

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.

#### 2. Software Upgrades:

- a. Software upgrades are regularly scheduled and implemented by FASTER to all customers with current Software Upgrades & Support Agreements (i.e., it cannot have expired). After the initial term, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:
  - i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.
  - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.
- 3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (FASTER will use all reasonable means to verify and replicate) in the software ("Verifiable FASTER Defect"). An error will be a Verifiable FASTER Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses FASTER Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.
- 4. FASTER Software Support Coverage and Policies

#### Overview

FASTER Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, FASTER will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when FASTER support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by FASTER support representatives.

- Full-service support hours are weekdays from 7:30 AM 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

#### Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the FASTER associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	<ul> <li>Customer's production system is down due to an issue with a FASTER product.</li> <li>FASTER product is unusable resulting in total disruption of work or other critical business impact.</li> <li>No workaround is available</li> </ul>
High	<ul> <li>Major feature/function failure</li> <li>Operations are severely restricted</li> <li>A workaround is available</li> </ul>
Medium	<ul> <li>Minor feature/function failure</li> <li>Product does not operate as designed, minor impact on usage, acceptable workaround deployed</li> </ul>
Low	<ul> <li>Minor issue</li> <li>Documentation, general information, enhancement request, etc.</li> </ul>

#### **Response and Resolution Targets**

FASTER Support response and resolution targets are described below:

**Response:** When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.

FASTER offers the option to submit support requests in three ways: via our web portal, direct email to <a href="mailto:support@fasterasset.com">support@fasterasset.com</a>, or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
Urgent	1 Business Hour	Within 4 hours from actual response	<ul> <li>Satisfactory workaround is provided</li> <li>Product patch is provided</li> <li>Fix incorporated into future release</li> <li>Fix or workaround incorporated into Solution Library</li> </ul>
High	4 Business Hours	Within 36 hours from actual response	<ul> <li>Satisfactory workaround is provided</li> <li>Product patch is provided</li> <li>Fix incorporated into future release</li> </ul>

			<ul> <li>Fix or workaround incorporated into Solution Library</li> </ul>
Medium	1 Business Day	Within 5 Business Days	<ul> <li>Answer to question is provided</li> <li>Satisfactory workaround is provided</li> <li>Fix or workaround incorporated into Solution Library</li> <li>Fix incorporated into future release</li> </ul>
Low	1 Business Day	Within 10 Business Days	<ul> <li>Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME)</li> <li>Fix or workaround incorporated into Solution Library</li> </ul>

## **Assignment of Service Request Status**

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
Open/In-Process	A service request has just been submitted. It may be assigned to an individual or a queue. <i>FASTER</i> has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
Waiting on Customer	FASTER is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
Active	FASTER has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. FASTER will regularly provide status updates and expected resolution timelines to the customer.
Closed	<ul> <li>Closed status reflects that:</li> <li>Customer and FASTER agree that a satisfactory resolution has been provided, or</li> <li>Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</li> <li>FASTER has made multiple attempts to contact Customer that opened the log and Customer has not responded.</li> <li>Electronic service requests (Web, e-mail) may be closed when FASTER Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</li> </ul>

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial "Go-Live Training," remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer's review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.

#### 6. Customer's Responsibilities:

- a. Customer's representative(s) must be qualified and authorized to communicate all necessary information.
- b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.
- c. Provide all relevant information and supporting details necessary to clarify support issue(s).

#### Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*'s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

## **Schedule C: Software License Agreement**

#### 1) Scope of License

#### a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER's* hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to FASTER's commercial disadvantage.

- a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, FASTER will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. FASTER shall host the Licensed Software on FASTER's hardware, during the Access Term, as agreed by the Parties in this Agreement.
- **b)** Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.
- c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER's* intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.
- d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

3) The term of this license or subscription will, unless written notice of termination is given at least 60 days prior to the end of the then-current term, automatically renew at the end of each term for a subsequent term equal in duration to the original term.

#### 4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

- a) SINGLE FASTER TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.
- b) OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

#### 5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.

#### Schedule D: Cloud Service Level Agreement (SLA)

#### 1. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the FASTER Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the FASTER Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the FASTER Web software solely in accordance with the terms and conditions of this Agreement.

#### 2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

#### 3. Database Rights and Access:

- 3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.
- 3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

#### 4. Cloud Service Level Agreement:

- 4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.
  - 4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where:Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And: ((TMM-TMU) X 100)/TMM = Availability

- 4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.
- 4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.
- 4.1.4 The FASTER network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of FASTER's WAN connections to its backbone providers (referred to herein as the "FASTER Network"). The FASTER Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the FASTER Network; (c) delays or failures due to circumstances beyond FASTER's reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the FASTER Network.
- 4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.
  - 4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.
  - 4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30<sup>th</sup> of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for FASTER's failure to satisfy the Service Level Commitment.

- 4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.
- 4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

## **SCHEDULE E: PRICING AND PAYMENT TERMS**

(Insert Quote/Order)

## **Payment Schedule**

## **Migrating Customer**

## **Standard Quote**

MILESTONE	PAYMENT
Upon Purchase Confirmation	30% One Time Fees
Project Kickoff	20% One Time Fees
FASTER Web Delivery	30% One Time Fees and 100% of 1st Year
	Recurring Fees
Data Delivery and Go-Live	20% One Time Fees



Quote Date: Jan 5, 2024

Quote Expires: Apr 30, 2024



## **FASTER Asset Solutions Quote and Proposal**



Gabriel Colon-Atencio

IT Project Manager

City of Killeen

FASTER Asset Solutions is pleased to submit our proposal, 2023 Win to Web Migration Summary Pricing.

FASTER has been in business since 1982 and provides clients such as yourselves Fleet Management Information Solutions (FMIS). You have helped make FASTER the largest FMIS provider to city and municipal fleets in North America. Thank you!

We appreciate you considering a move to FASTER Web. Our robust cloud based FMIS.

FASTER is an Industry Leader for 3 key, strategic reasons:

#### FASTER has the Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with the company for more than 10 years. No other vendor fields the level of responsive, industry knowledgeable, technical support staff as *FASTER*. This provides more efficient implementations, superior 24/7-365 support, and ultimately better system utilization and ROI.

#### FASTER Invests in the Long-Term:

For more than 40 years *FASTER* has continuously improved *FASTER* solutions across three generations of technology. *FASTER* Web™ is latest, cloud-based Fleet Management Information Solution and includes the ability to integrate easily with other software through API technology. Additionally, *FASTER* issues multiple new updates each year that include new features and improvements across multiple aspects of the solution.

#### **FASTER** is Product and Service Focused:

Likely the most important distinction of *FASTER* is the strategy of continually reinvesting in *FASTER* products, solutions, and staff. This has created a justifiable reputation within the *FASTER* Client base, Strategic Partners and beyond that *FASTER* has industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please let us know.

Sincerely,

FASTER Asset Solutions

FASTERasset.com | LinkedIn | Facebook



Sales@fasterasset.com 757.623.1700

Mike Jennings

mike.j@fasterasset.com

FASTER Asset Solutions - Quote # 2161 2 / 9





#### **FASTER Asset Solutions**

760 Lynnhaven Pkwy, Suite 203 Virginia Beach, VA 23452 United States

T: 4023055850

Quote #	2161
Date	Jan 5, 2024
Expires	Apr 30, 2024
Contact	Mike Jennings

**Prepared for** City of Killeen

Gabriel Colon-Atencio

PO Box 1329

Killeen, TX 765401329

**United States** 

E: gcolon-atencio@killeentexas.gov

**ACCEPT QUOTE** 

## **2023 Win to Web Migration Summary Pricing**

## **FASTER Web Core**

## **One-Time Fees**

Category	Item	Qty
LICENSE	FASTER WEB CORE LICENSE FEE	755
	FASTER WEB Core license fee per standard asset.	
	Standard assets are those originally valued at \$5,000 or greater and active).	
	<ul><li>This includes one instance of the FASTER Web Application with one database.</li><li>Unlimited user access (named accounts) included.</li></ul>	
	15% Item Discount (\$10,396.35)	
	FASTER (Code: 001)	
LICENSE	FASTER WEB Non Standard Assets License Fee	62
	For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support.	
	Fuel Only assets are also considered non standard regardless of initial purchase price.	
	15% Item Discount (\$251.10)	
	FASTER (Code: 012a)	
SETUP / Hosting	Database Management & Setup Migrating Customer	1
	Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live.	
	<ul> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> </ul>	
	Faster Asset (Code: 620)	

FASTER Asset Solutions - Quote # 2161 3/9





One-Time Subtotal

\$73,143.00

Discount

(\$10,647.45)

#### **Annual Fees**

Category	Item	Qty
SUPPORT and	FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE	755
MAINTENANCE	FASTER WEB Core annual support and maintenance fee per standard asset.	
	FASTER (Code: 001A)	
SUPPORT and	FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE	62
MAINTENANCE	FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset.	
	FASTER (Code: FWNSALICANN)	
SUPPORT and	Database Annual Support and Maintenance	1
MAINTENANCE	Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management.	
	<ul> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> </ul>	
	• Includes 24x7x365 cloud database access.	
	10% Item Discount (\$972.00)	
	FASTER (Code: DBMSANN)	

 $\hbox{*Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.}$ 

Annual Support And Maintenance Subtotal

\$23,916.60

Discount

(\$972.00)

## **FASTER Web Add-On Solutions**

#### **One-Time Fees**

Category Item Qty

FASTER Asset Solutions - Quote # 2161 4 / 9



Category	Item	Qty
Addon Modules / WEB	Fuel Import - Single Vendor (Existing Customer)	1
	Single Vendor Fuel Import	
	This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options:	
	<ol> <li>Import a new fuel vendor fuel transaction file.</li> <li>Import a new fuel file from your existing vendor.</li> </ol>	
	FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system.	
	Site & Dispenser optional add on is available, if required, to the single vendor fuel import	
	15% Item Discount (\$583.95)	
	Faster Asset (Code: 301)	
Addon	Single Vendor Site and Dispenser Add On	1
Modules / WEB	This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.	
	15% Item Discount (\$417.15)	
	Faster Asset (Code: 303)	
Addon Modules / WEB	Dashboard	1
	The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.	
	100% Item Discount (\$11,124.00)	
	FASTER (Code: 207nc)	
Addon	Barcoding Add-On Setup	1
Modules / WEB	The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control.	
	• Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well.	
	<ul> <li>Simplifies inventory and intake processes for inventory items and storerooms.</li> </ul>	
	Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes.	
	<ul> <li>Reduces data errors that occur with any manual data entry process.</li> <li>Print barcode labels for items, including labels for a range of items simultaneously.</li> </ul>	
	50% Item Discount (\$3,337.00)	
	FASTER (Code: 208)	

FASTER Asset Solutions - Quote # 2161 5 / 9

(\$15,462.10)



Category	y Item		
Addon	Authentication Provider Integration w/Auth0 for Enterprise Connections Setup and Year One Fee	1	
Modules / WEB	This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities.		
	Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web.		
	FASTER (Code: AuthEnt)		
	One-Time Subtotal \$29,6	556.00	

**Annual Fees** 

Category	Item	Qty
SUPPORT and MAINTENANCE	Fuel Import Single Vendor Support and Maintenance Existing Customer	1
	Annual support and maintenance for fuel import for existing customer	
	FASTER (Code: 301ann)	
SUPPORT and	Single Vendor Site and Dispenser Support and Maintenance	1
MAINTENANCE	Annual support and maintenance for site and dispenser	
	FASTER (Code: 303ann)	
SUPPORT and MAINTENANCE	Dashboard Annual Support and Maintenance	1
	FASTER (Code: 207ncann)	
SUPPORT and	Barcoding Add-On Annual Support & Maintenance	1
MAINTENANCE	Annual recurring support and maintenance for barcode module	
	FASTER (Code: 208ANN)	
Addon	Authentication Provider Integration w/Auth0 for Enterprise Connections Annual Fee	1
Modules / WEB	This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities.	
	Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web.	
	FASTER (Code: AuthEnt)	

<sup>\*</sup>Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Discount

Annual Support And Maintenance Subtotal

\$10,079.00

6/9

FASTER Asset Solutions - Quote # 2161



## **FASTER Web Implementation**

#### **One-Time Fees**

Category	Item	Qty
Professional Services / Data Conversion	Migration Data Conversion	1
	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.	
	<ul> <li>Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope</li> </ul>	
	<ul> <li>Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope</li> </ul>	
	Faster Asset (Code: 408)	
	Base Price	
Professional	Migration Win to Web Reports Optional	1
Services / Report Writing	FASTER Win report(s), previously developed using Crystal Reporting Services, will be used as a template to build each corresponding report using the FASTER Web Reporting tool.	
	<ul> <li>Discounted cost reflects that no requirements, specification or approval process related to these reports is needed.</li> </ul>	
	• The stored procedure and RPT file will be used as a template and re-constructed for FASTER Web	
	• Report(s) are delivered at Soft Go-Live for customer testing.	
	<ul> <li>Reports will be transitioned without modification. Should customer request/require modifications FASTER will conduct a requirements reveiew and provide a cost for requested modifications.</li> </ul>	
	<ul> <li>Excel – Data Only option in FASTER Win requires a custom export for FASTER Web to ensure you get data export format is presented as desired</li> </ul>	
	<ul> <li>FASTER Web uses a structured database model which may result in slight modifications between FASTER Win and Faster Web reports.</li> </ul>	
	Faster Asset (Code: 330m)	
	Win to Web Report Migrations:	
	Win to Web Report 1 - KIL3550 (330m1)	
	Win to Web Report 2 - KIL3551 (330m2)	

One-Time Subtotal

\$21,600.00

## **FASTER Web Training**

#### **One-Time Fees**

-			
Category	Item		Qty

FASTER Asset Solutions - Quote # 2161 7 / 9



Category	Item		Qty		
Professional	Implementation Training		1		
Services / Training	• Faster Web 101 Introduction				
	Training Planning Meeting				
	• Pre-Go Live				
	<ul> <li>Six sessions totaling 8 hours of remote, live, understanding of FASTER Web features to he</li> </ul>		a functional		
	• Go Live				
	Three days of onsite, live, instructor-led training				
	Covers functions necessary in day-day fleet work				
	• 90 Days Post-Go Live				
	<ul> <li>Deployment 30 min weekly Status Consult for 1st 30 days</li> </ul>				
	• Health Check 2-hr call 60 and 90 days from Go Live.				
	Ongoing through 1st Year				
	Access to FASTER Resource Central				
	<ul> <li>Monthly public Q&amp;A and Seminar on specific</li> </ul>	topics			
	Faster Asset (Code: 512-SGL)				
		One-Time Subtotal	\$17,226.00		
Summa	ry				
Please contact	us if you have any questions.	One-Time Subtotal	\$141,625.00		
		Discount	(\$26,109.55)		
		Total One-Time	\$115,515.45 USD		
		Annual Support And Maintenance Subtotal	\$33,995.60		
		Discount	(\$972.00)		
		Total Annual Support	\$33.023.60 USD		

**ACCEPT QUOTE** 

**And Maintenance** 

\$33,023.60 USD

FASTER Asset Solutions - Quote # 2161 8/9



#### **Cost Breakdown**

Category	One-Time Fees	Annual Fees
LICENSE	\$70,983.00	_
SUPPORT and MAINTENANCE	_	\$28,811.60
SETUP / Hosting	\$2,160.00	_
Addon Modules / WEB	\$29,656.00	\$5,184.00
Professional Services / Data Conversion	\$21,600.00	_
Professional Services / Report Writing	<del>-</del>	_
Professional Services / Training	\$17,226.00	_
Discount	(\$26,109.55)	(\$972.00)
Total	\$115.515.45 USD	\$33.023.60 USD



- All sales subject to <u>FASTER Asset Terms and Conditions</u>.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
  - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.
  - 100% of Annual Fees at Installation of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year's annual fee.

#### Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

FASTER Asset Solutions - Quote # 2161 9 / 9



#### **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, <u>and</u> 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.

distant	TT FASTER LLC
Signature	Company Name
Kris Laseter	COO
Printed Name	Title
March 14, 2024	
Date	_

## **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.		CE	OFFICE USE		
1	<ul> <li>Name of business entity filing form, and the city, state and country of the business entity's place of business.</li> <li>TT FASTER LLC</li> <li>Virginia Beach, VA United States</li> </ul>		2024	Certificate Number: 2024-1134727 Date Filed:		
2	<ul> <li>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</li> <li>City of Killeen</li> </ul>			03/14/2024  Date Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided as a service of the services. Provides comprehensive fleet asset management from initial and the services of the service	ded under the contract.		ontract, and prov	ride a	
4	Name of Interested Party	City, State, Country (place of b	ousiness)	Nature of (check ap		
Ci	ity of Killeen	Killeen, TX United States		×		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION			00/20/4076		
		, and my da				
	My address is 637 Stone Villa Lane (street)	, Knoxville (city)	, TN (state)	(zip code)	, USA (country)	
	I declare under penalty of perjury that the foregoing is true and correct	t.				
	Executed in Knox County	y, State of TTennessee, or	the <u>14th</u>	n <sub>day of</sub> March	, 20_24 (year)	
		Lita		(monun)	(year)	
		Signature of authorized agent o (Declarant)	f contractin	ig business entity		



# AUTHORIZE A CONTRACT WITH FASTER ASSET SOLUTIONS FOR FLEET MANAGEMENT SOFTWARE

RS-24-069

April 16, 2024

## Background

- The City of Killeen's Fleet Division has been utilizing Faster
   Asset Solutions' fleet management software since December of 1998
- The current fleet management software is Windows-based and will reach end of support in June 2025
- With no available updates and limited technical support, it is becoming increasingly challenging to maintain efficiency and effectiveness in managing the city's fleet

## Background

- Faster Web, a cloud-based fleet management program, will offer several advantages over the current system, including unlimited licenses, better technical support and quicker updates to ensure that the software remains current and functional.
- Faster Web will offer comprehensive integration with the city's fuel management software, providing seamless tracking of fuel consumption for each asset and automatically alerting mechanics when maintenance is required.

## Background

Total

Category	One-Time Fees	Annual Fees
License	\$70,983.00	\$0
Support And Maintenance		\$28,811.60
Setup/Hosting	\$2,160.00	\$0
Add-on Modules/Web	\$29,656.00	\$5,184.00
Professional Services/Data	\$21,600.00	\$0
Conversion		
Professional	\$0	\$0
Services/Report Writing		
Professional	\$17,226.00	\$0
Services/Training		
Discount	(\$26,109.55)	(\$972.00)

\$115,515.45

\$33,023.60

- 5
- Staff recommends that the City Council authorize the purchase of the Fleet Management Software Upgrade utilizing the GSA Cooperative Purchasing Contract (ID#47QTCA23D0054) for an estimated total not to exceed \$115,516
- City Staff also requests authorization for a 5-year annual subscription and maintenance contract with Faster Asset Solutions for an estimated yearly cost of \$33,024 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-24-070

Consider a memorandum/resolution authorizing a master software agreement with Civic Plus, in the amount of \$87,114 for FY24.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

**SUBJECT:** Authorize a master software agreement with Civic Plus

#### **BACKGROUND AND FINDINGS:**

The city currently utilizes software products that were originally under separate vendors and were acquired by Civic Plus. The software packages are now under the Civic Plus umbrella and the cost will exceed \$50,000 annually and therefore will need council approval. By entering into a master agreement encompassing these essential products and services, the City aims to streamline the processes to standardize service delivery, and leverage economies of scale to optimize resource allocation and enhance the overall effectiveness of municipal operations and communication strategies

With the increasing reliance on digital infrastructure and communication channels, the City has identified several critical areas that require standardized agreements to ensure reliability, security, and cost-effectiveness.

#### City Website Design and Hosting:

The City's website serves as a primary point of contact for residents, businesses, and visitors to access information, services, and resources. To enhance user experience, maintain relevance, and ensure accessibility compliance, regular updates and improvements to the website design and hosting infrastructure are necessary. By entering into a master agreement, the City aims to establish a framework for selecting qualified vendors, negotiating favorable terms, and maintaining consistency in website design standards and hosting services.

#### Codification:

The efficient management and accessibility of municipal codes, ordinances, and regulations are essential for ensuring transparency, compliance, and accountability within the City's governance framework. Through a master agreement, the City seeks to engage reputable vendors specializing in codification services to digitize, organize, and maintain its legislative documents effectively. Standardizing this process will facilitate ease of access for stakeholders, improve legislative tracking, and support timely updates to reflect evolving municipal requirements.

#### SeeClickFix:

Citizen reporting platforms like SeeClickFix play a vital role in empowering residents to report non-emergency issues, such as potholes, graffiti, or broken streetlights, directly to municipal authorities. By formalizing an agreement with SeeClickFix or similar service providers, the City seeks to enhance its responsiveness to community concerns, improve service delivery, and foster greater civic engagement. Standardizing the deployment and integration of such platforms will enable efficient issue tracking, resolution, and reporting for both city officials and residents.

#### Mass Notification/Civic Alerts:

Timely and accurate communication during emergencies, public events, or service disruptions is paramount for ensuring public safety and community resilience. Mass notification systems, such as Civic Alerts, enable the City to disseminate critical information swiftly across multiple channels, including text messages, emails, and social media. Through a master agreement, the City intends to establish a reliable platform for mass notifications, centralizing administration, ensuring interoperability with existing systems, and optimizing cost-effectiveness through negotiated terms with service providers.

In summary, by entering into a master agreement encompassing these essential products and services, the City aims to streamline processes to standardize service delivery, and leverage economies of scale to optimize resource allocation and enhance the overall effectiveness of municipal operations and communication strategies.

#### **Current Contract** FY 2024 Cost

 CivicEngage
 \$29,472.28

 SeeClickFix
 \$56,296.57

 Codification
 \$1,345.00

 Total Cost:
 \$87,113.85

Archive Social was recently consumed by Civic Plus. Once the opportunity arises, Information Technology intends to add social media archiving to the Master Agreement.

#### Social Media Archiving:

Social media platforms have become integral channels for civic engagement, public outreach, and communication for the City. However, the retention and archiving of social media content are crucial for compliance with legal and regulatory requirements, as well as preserving institutional knowledge and public records. By establishing a master agreement, the City aims to implement a comprehensive solution for social media archiving, ensuring the capture, storage, and retrieval of relevant content while adhering to data privacy and retention policies.

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

N/A

Which alternative is recommended? Why?

N/A

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

The Information Technology Department is seeking approval to enter into a master software agreement with Civic Plus using TIPS Contract #220105. 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?

Fiscal Year 2024 has an estimated expense of \$87,114. Future Fiscal Years will see a 5% increase and the addition of Archive Social.

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

This is a reoccurring expenditure.

#### Is this revenue/expenditure budgeted?

Yes, funds are available in the Information Technology 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 executing a master software agreement with Civic Plus, utilizing TIPS Contract #220105, in the amount of \$87,114 for FY 24 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:**

Communications Legal Finance

#### **ATTACHED SUPPORTING DOCUMENTS:**

Quote

#### Staff Report Continued (RS-24-070)

Agreement Contract Verification Certificate of Interested Parties Presentation



## **CivicPlus**

302 South 4th St. Suite 500 Manhattan, KS 66502 US

## Client:

TX - KILEEN - Statement of Work

**CivicEngage Solutions** 

QTY	ITEM	PRODUCT TYPE	Cost
1	48 Month Redesign Ultimate Annual – CivicEngage Central Renewal	Renewable	\$0.00
1	Additional Notify Me SMS Subscribers (500) Renewal	Renewable	\$4,165.78
1	Annual Fee Renewal for SSL Certificate	Renewable	\$115.31
1	AudtioEye Managed: <a href="https://www.kileentexas.gov">https://www.kileentexas.gov</a>	Renewable	\$15,566.59
1	Citizen Request Tracker – 125,000-149,999 residents	Renewable	\$1,537.47
1	CivicPlus Website Annual Fee for Hosting and Support	Renewable	\$6,557.34
1	CivicSend Annual Renewal	Renewable	\$1,529.79

Annual Recurring Services – Initial Term	29,472.28
Annual Recurring Services – Year 2	30,945.89

## SeeClickFix

QTY	ITEM	PRODUCT TYPE	Cost
1	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	Renewable	\$1,653.75
1	Marketplace App Annual Renewal	Renewable	\$11,025.00
	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	Renewable	\$43,635.82

Annual Recurring Services – Initial Term	56,296.57
Annual Recurring Services – Year 2	59,111.39

**Code and Supp** 

QTY	ITEM	PRODUCT TYPE	Cost
1	Online Code Hosting Premium Bundle	Renewable	\$1,345.00

Annual Recurring Services – Initial Term	1,345.00
Annual Recurring Services – Year 2	1,345.00

- 1. This renewal Statement of Work ("SOW") is between Kileen, TX ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <a href="https://www.civicplus.help/hc/p/legal-stuff">www.civicplus.help/hc/p/legal-stuff</a> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services"). The Parties hereby acknowledge and agree that the SeeClickFix services shall also be subject to the terms and conditions of TIPS #220105.
- 2. This SOW shall remain in effect for an initial term from May 1, 2024 until April 30, 2025 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
- 3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term on the CivicEngage services and SeeClickFix services. There is no annual uplift on the Code and Supp services. Client will pay all invoices within 30 days of the date of such invoice.

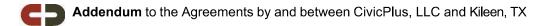
Signature Page to Follow.

#### **Acceptance**

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: <a href="www.civicplus.help/hc/p/legal-stuff">www.civicplus.help/hc/p/legal-stuff</a>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
Ву:	By: August Kander
Name:	Name: Amy Vikander
Title:	Title: Senior Vice President of Customer Success
Date:	Date: 3/25/2024



#### Master Service Agreement and Statement of Work

#### Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Kileen, TX. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. AMENDMENTS

**Document and Section** 

MSA § 31

The terms and conditions of the Agreement are hereby amended as follows:

**Amended Language** 

Intentionally Omitted.

Acce	ptance			
	IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authoriz representatives as of the dates below.			
		Client	CivicPlus	
	Ву:	Ву:	Amy likander	
	Name:	Name:	Amy Vikander	
	Title:	Title:	Senior Vice President of Customer Success	
	Date:	Date:	3/25/2024	

#### **Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL	
Street Address			
Address 2			
City	State	Postal Code	
	on a 24/7/365 basis for represen	am –7pm Central Time, Monday-Friday (excluding holidays). tatives named by the Client. Client is responsible for	
Emergency Contact & Mobile P	Phone		
Emergency Contact & Mobile P	Phone		
Emergency Contact & Mobile P	Phone		
Billing Contact		E-Mail	
Phone	Ext.	Fax	
Billing Address			
Address 2			
City	State	Postal Code	
Tax ID #		Sales Tax Exempt #	
Billing Terms		Account Rep	
Info Required on Invoice (PO or C	Job #)		
Contract Contact		Email	
Phone	Ext.	Fax	
Project Contact		Email	
Phone	Ext.	Fax	



## CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

## Recitals

- I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and
- **II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE,** Customer and CivicPlus agree as follows:

## Agreement

## **Term & Termination**

- 1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
- 2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy



provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

## **Invoicing & Payment Terms**

- 4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.
- 5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
- 6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

## **Ownership & Content Responsibility**

- 7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
- 8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and



intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

- 9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
- 10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property, The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.
- 11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
- 12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
- 13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing



innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

#### Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus—negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

## Responsibilities of the Parties

- 16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
- 17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
- 18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.



- 19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
- 20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
- 21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
- 22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

## **Data Security**

- 23. CivicPlus shall, at all times, comply with the terms and conditions of its <u>Privacy Policy</u>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our <u>Privacy Policy</u>; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
- 24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
- 25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application



agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

## CivicPlus Support

- 27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).
- 28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
- 29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
- 30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.



## **Limitation of Liability**

- 32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
- 33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
- 34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

#### Warranties and Disclaimer

- 35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
- 36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
- 37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
- 38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

#### **Force Majeure**

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

#### **Taxes**

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

#### Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

#### Interlocal Purchasing Consent/ Cooperative Purchasing

- 42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
- 43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.



#### **Miscellaneous Provisions**

- 44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
- 45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
- 47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
- 48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



#### **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, <u>and</u> 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.

Clina Kander	CivicPlus, LLC.
Signature	Company Name
Amy Vikander	Senior VP of Customer Success
Printed Name	Title
3/21/2024	
Date	

#### **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.			CE	OFFICE USE	
1	of business. CivicPlus			202	Certificate Number: 2024-1134804 Date Filed: 03/14/2024 Date Acknowledged:	
2	Name of governmental entity or state agency that is a party being filed.  Killeen, TX	nat is a party to the contract for which the form is				
3	Provide the identification number used by the governmental description of the services, goods, or other property to be p Statement of Work Software as a Service & Associated Professional Service	provided under t	agency to track he contract.	or identify the o	contract, and pro	vide a
4	Name of Interested Party	City, Stat	y, State, Country (place of business)  Nature of int (check applic			
С	Patti, LLC.	Manhat	Manhattan, KS United States		Х	
5	Check only if there is NO Interested Party.	•				
6	UNSWORN DECLARATION				. 7/28/79	
	My name is Amy Vikander			my date of birth	IS	
	My address is 302 S 4th St Suite 500 (street)	, <u>Ma</u>	nhattan (city)	, KS (state)	, 66502 (zip code)	_, <u>US</u> (country)
	I declare under penalty of perjury that the foregoing is true and c	correct.				
			Kansas	_, on the 22	_ <sub>day of</sub> March	
			Alm.	w Ka	(month)	
		Signature of authorized agent of contracting business entity (Declarant)				



# AUTHORIZE A MASTER SOFTWARE AGREEMENT WITH CIVIC PLUS

# Background

- The city currently utilizes software products that were originally under separate vendors and were acquired by Civic Plus. The software packages are now under the Civic Plus umbrella and the cost will exceed \$50,000 annually and therefore will need council approval
- By entering into a master agreement, the City aims to streamline procurement processes, standardize service delivery, and enhance the overall effectiveness of communication strategies

## Background continued

- City Staff has identified several critical areas that require standardized agreements to ensure reliability, security, and cost-effectiveness:
  - City Website Design and Hosting
  - Codification
  - Social Media Archiving
  - SeeClickFix
  - Mass Notification/Civic Alerts

# Background continued

Current Contracts	FY 24 Costs
Civic Engage	\$29,472.28
SeeClickFix	\$56,296.57
Codification	\$1,345.00
Total Costs	\$87,113.85

4

### Recommendation

□ Staff recommends executing a master software agreement with Civic Plus, utilizing TIPS Contract #220105, in the amount of \$87,114 for the term of May 2024 – Apr 2025 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-24-071

Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Texas Department of Transportation-Aviation Division for the administration of an Airport Terminal Program Grant for the new terminal building at Skylark Field.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Resolution to authorize the City Manager to sign an agreement with the

**Texas Department of Transportation-Aviation Division for an Airport** 

**Terminal Program Grant.** 

#### **BACKGROUND AND FINDINGS:**

The Department of Transportation (DOT), Federal Aviation Administration (FAA) announced the opportunity for airports to apply for approximately \$970 million in FY 2024 discretionary funding for the Airport Terminal Program (ATP), which is one of the grant programs created under the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants, for five years, to modernize and address the aging infrastructure of the nation's airports.

The ATP is a highly competitive grant which the City of Killeen was selected to receive in the amount of \$1,500,000. This grant will be combined with funding from the Certificate of Obligation Bond previously approved by the Council, in the amount of \$2,700,000 to fund the new Skylark Field terminal building and associated infrastructure improvements that are currently in design. Since Skylark Field is a general aviation airport, it falls under the FAA's State Block Grant Program. As such, the Texas Department of Transportation's (TxDOT) Aviation Division will be administering the grant on behalf of the FAA. TxDOT Aviation-Division requires the City Council to approve a resolution authorizing a designated individual to execute the grant agreement and related documents pertaining to this grant.

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

N/A

Which alternative is recommended? Why?

N/A

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

Yes

#### **FINANCIAL IMPACT:**

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

\$1,500,000 - ATP Grant \$2,700,000 - Certificate of Obligation Bond 2023

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

One-Time

#### Is this revenue/expenditure budgeted?

Yes, \$2,700,000 is available in the Certificates of Obligation 2023 Fund in accounts 327-8905-493.69-01 and 327-8905-493.69-03. \$1,500,000 will be appropriated in the Airport Improvement Grant (AIP) Fund upon approval of the mid-year budget amendment.

#### 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, upon approval of the mid-year budget amendment.

#### **RECOMMENDATION:**

City Council approve a resolution authorizing the City Manager to execute any and all required documents, including all amendments pertaining to the Federal Aviation Administration Airport Terminal Program (ATP) grant being administered by Texas Department of Transportation's Aviation Division.

#### **DEPARTMENTAL CLEARANCES:**

Finance Purchasing Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Designation of Sponsor's Authorized Representative Certification of Project Funds Presentation

### DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

I, Kent Cagle	, City Manager		
(Name)	(Title)		
with the <u>City of Killeen</u>	designates Mike Wilson, Executive Director of Aviation		
(Sponsor Name)	(Name, Title)		
as the <u>City of Killeen</u>	authorized representative for the <u>24TBKILEN</u> project,		
(Sponsor Name)			
	make approvals and disapprovals as required on behalf of the		
City of Killeen.			
(Sponsor Name)			
	City of Killeen, Texas		
	(Sponsor)		
	_ 80 8 8		
	By: Kent Cagle		
	(Signature)		
	Tild City No.		
	Title: City Manager		
	D-4		
	Date:		
DESIGNATED REPRESENT	PATRIXID		
DESIGNATED REPRESENT	Alive		
Mailing Address: Mike Wi	Iron		
Killeen Regional Airport	13011		
8101 Clear Creek Rd., Box C,	Killeen TV 76540		
of of Cical Cicck Rd., Box C,	Kilicell, 1X 70549		
*Physical/Overnight Address: k	Gilleen Regional Airport		
8101 Clear Creek Rd., 3 <sup>rd</sup> Floor, Killeen, Texas 76549			
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Telephone Number: 254-501-8	701		
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E-Mail Address: <u>mwilson@kill</u>	leentexas.gov		

#### **CERTIFICATION OF PROJECT FUNDS**

I, Kent Cagle	<u>, Cit</u>	y Manager	
	Name)	(Title)	
do certify that sufficient	funds to meet the	City of Killeen's	share of
		(Sponsor Name)	
project costs as identified shown below:	ied for the project and	will be available in accordance	with the schedu
	SPONSO	OR FUNDS	
Source	<u>Amount</u>	<u>Date Available</u>	
City CO Bond	\$2,700,000	07-26-2023	
		City of Killeen, Texas	
		(Sponsor)	
	В	y: Kent Cagle	
	Ti	itle: City Manager	
	D	ate:	

RESOLUTION TO AUTHORIZE CITY MANAGER TO SIGN AN AGREEMENT WITH TXDOT-AVIATION FOR AIRPORT TERMINAL BUILDING AT SKYLARK FIELD

April 16, 2023

# Background

□ The Department of Transportation (DOT), Federal Aviation Administration (FAA) announced the opportunity for airports to apply for approximately \$970 million in FY 2024 discretionary funding for the Airport Terminal Program (ATP), which is one of the grant programs created under the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants, for five years, to modernize and address the aging infrastructure of the nation's airports.

- ATP is a highly competitive grant that was only awarded to 114 airports nationwide.
- □ City of Killeen was selected to receive an ATP grant in the amount of \$1,500,000.
- □ The ATP grant will be combined with funding from the previously approved CO Bond in the amount of \$2,700,000 to fund the new Skylark Field Terminal Building and associated infrastructure improvements currently in design.

- Skylark Field is a General Aviation airport subject to the FAA's State Block Grant Program.
- Texas Department of Transportation (TxDOT)-Aviation Division will be administering the grant on behalf of the FAA.
- TxDOT-Aviation Division requires the City Council to approve a resolution authorizing a designated individual to execute the grant agreement and related documents pertaining to this grant.

5

City Council approve a resolution authorizing the City Manager to execute any and all required documents, including all amendments pertaining to the Federal Aviation Administration Airport Terminal (ATP) grant being administered by Texas Department of Transportation's Aviation Division.



#### City of Killeen

#### **Staff Report**

File Number: RS-24-072

Consider a memorandum/resolution renewing the agreement with Pattillo, Brown & Hill, LLP to provide independent auditing services for the City of Killeen for the fiscal year ending September 30, 2024.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

**SUBJECT:** Independent Auditing Services

#### **BACKGROUND AND FINDINGS:**

The City's audits are required to be performed in accordance with generally accepted auditing standards set forth in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Single Audit Act Amendments of 1996, and provisions of the Office of Management and Budget's Uniform Guidance. The City Charter and the Financial Governance Policy requires City Council to designate a qualified certified public accountant to perform the City's annual audit.

On May 22, 2022, the City began advertising a Request for Qualifications (RFQ) in which responses were sought from qualified firms to provide independent auditing services. The RFQ requested audit services for the fiscal years ending September 30, 2022, and 2023, with the option of the addition of the three subsequent fiscal years, based upon satisfactory performance and the annual availability of an appropriation.

On July 21, 2022, the audit committee met with city staff to discuss the RFQ results. The audit committee supported the recommendation to award RFQ #22-27 to Pattillo, Brown & Hill, LLP for independent auditing services.

Their examinations of the City's financial records were thorough. They were available for meetings and discussions with City personnel concerning accounting issues and were willing to answer questions and give financial guidance when requested. Additionally, the firm employs a skilled governmental audit staff large enough to adequately perform the annual audit of the City.

On August 16, 2022, and on July 18, 2023, City Council approved the first- and second-year's audit services with Pattillo, Brown & Hill, LLP for the fiscal years ended September 30, 2022, and 2023.

On April 16, 2024, the Audit Committee voted to recommend the appointment of Pattillo, Brown &

Hill, LLP for the audit of the fiscal year ending September 30, 2024. This will be the first of the additional three subsequent fiscal year option. The City's Financial Governance Policy requires a change in auditors no later than every five years.

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

N/A

#### Which alternative is recommended? Why?

N/A

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

City Charter Section 40 states that, prior to the end of each fiscal year, the City Council shall designate qualified Certified Public Accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidence of financial transactions of the city government and shall submit their report to the City Council. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the city government. They shall not maintain any accounts or record of the City business, but within specifications approved by the city council, shall post-audit the books and documents kept by the department of finance and any separate or subordinate accounts kept by any other office, department, or agency of the city government.

Texas Local Government Code 103.001 states that a municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.

#### **FINANCIAL IMPACT:**

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

2024

Audit\$126,000

Single Audit Base Fee \$5,000

Single Audit Major Program (1) \$7,500

PFC Audit & Report \$10,000

Tota\$148,500

Estimated major programs @ \$7500each \$22,500

Total estimate per year \$171,000

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

Recurring expenditure

#### Is this revenue/expenditure budgeted?

Yes, expenditures are budgeted for all applicable funds in accounting services xxx-xxxx-xxx.47-30.

The costs related to the FY 2024 audit which will be incurred in FY 2025 will be included in the FY 2025 proposed budget.

#### 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, upon City Council approval of the budget.

#### **RECOMMENDATION:**

Staff recommends that the City Council appoint Pattillo, Brown & Hill, LLP to provide independent auditing services to the City of Killeen for the fiscal year ended September 30, 2024.

#### **DEPARTMENTAL CLEARANCES:**

Legal

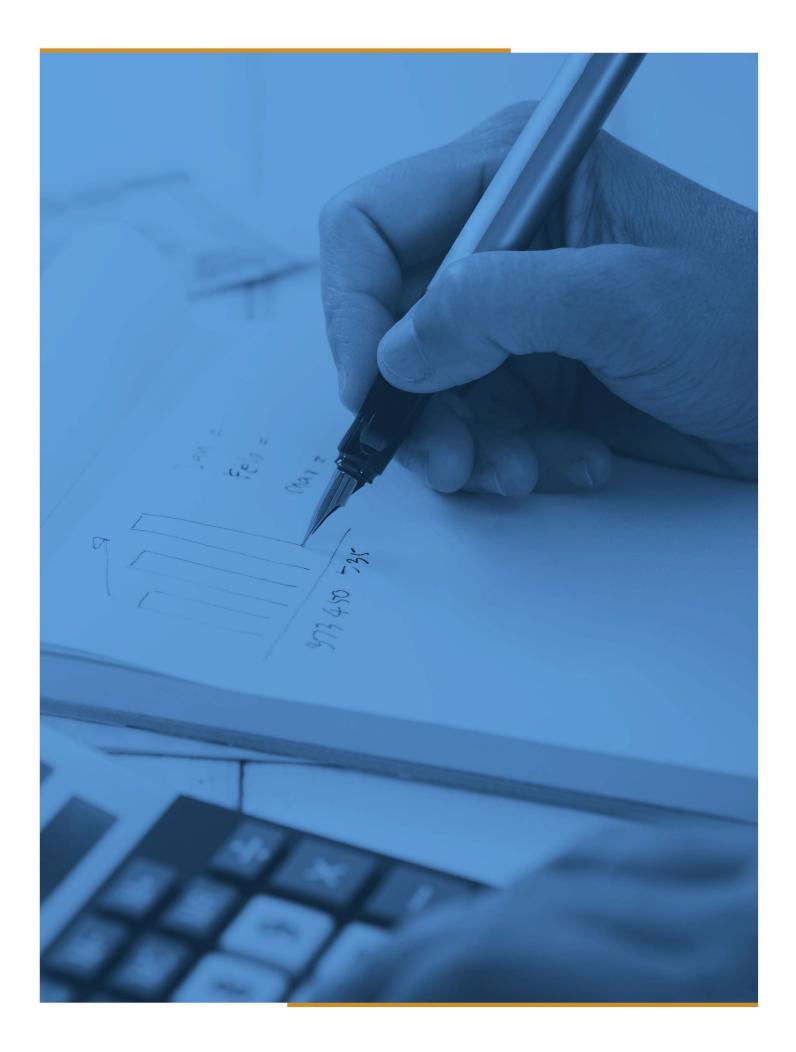
#### **ATTACHED SUPPORTING DOCUMENTS:**

Fee Proposals
Engagement Letter
Certificate of Interested Parties
Presentation



#### **PATTILLO, BROWN & HILL**

401 West State Highway 6, Waco, TX 254.772.4901 | pbhcpa.com





Name of Firm: Pattillo, Brown & Hill, L.L.P.

Certification that the person signing this proposal is entitled to represent the Firm and authorized to sign a contract with the City of Killeen, Texas:

#### So Certified

Name: Todd Pruitt

Title: Partner

Signature: Jodd Pruitt

**Date:** June 9, 2022

#### **ESTIMATED COSTS FOR FISCAL YEAR 2022:**

Financial Statement Audit	\$126,000
Federal Single Audit:	
Base fee	5,000
Each major program	<u>7,500</u>
Subtotal	12,500
Passenger Facility Charge Program	<u>10,000</u>
Total cost estimate	\$148,500

#### **ESTIMATED COSTS FOR EACH FISCAL YEAR:**

Fiscal Year	Total All-Inclusive Maximum Price (\$)
2022	148,500
2023	148,500
2024	148,500
2025	148,500
2026	148,500



#### CALCULATION OF COST ESTIMATE FOR ANNUAL FINANCIAL STATEMENT AUDIT:

	Hours	Hourly rate (\$)	Total (\$)
Partner	60	250	15,000
Manager	100	175	17,500
Senior	240	125	30,000
Staff	<u>600</u>	100	<u>60,000</u>
	1000		122.500
Out-of-pocket expenses			<u>3,500</u>
Total			126,000

#### **RATES FOR ADDITIONAL SERVICES**

Our stated fees include all out-of-pocket expenses and will not be exceeded unless significant, new audit, accounting or regulatory requirements are imposed. We would discuss those factors prior to any audit work being performed.

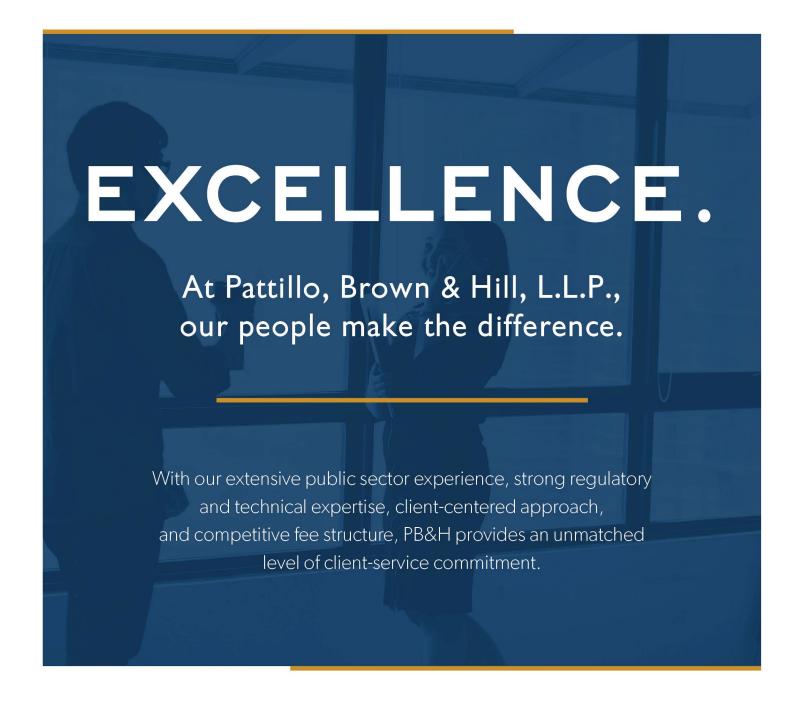
There will be no additional costs billed under this engagement. If it should become necessary for the City to request us to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued during this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and PB&H and shall be performed at the same rates set forth below.

Partner	\$250
Manager	\$175
Senior	\$125
Staff	\$100

The rates are open for discussion and will depend upon the requested task. We would not start work or begin billing for work until we had agreed to the rates and terms with the City.

#### MANNER OF PAYMENT

Pattillo, Brown & Hill, L.L.P. accepts the preferred payment terms stated in the City's RFP.



PAULA LOWE, CPA

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JOHN K. MANNING, CPA

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**CHRIS PRUITT, CPA** 

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CHRIS GARNER, CPA

Chris.garner@pbhcpa.com

**QUALITY AUDIT & ACCOUNTING SERVICES** 



401 West State Highway 6 Waco, Texas 76710

254.772.4901 **pbhcpa.com** 

April 2, 2024

City of Killeen ATTN: Lorianne Luciano 802 N. 2<sup>nd</sup> St Bldg. E, 2<sup>nd</sup> Floor #215 Killeen, TX 76541

To the City Council and Management:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Killen, Texas (the "City"), as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2024.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.



Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, pension and other postemployment benefits information, identified as Required Supplementary Information in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Schedules General Fund and Major Special Revenue Funds
- Schedule of Changes in Net Pension Liability and Related Ratios Texas Municipal Retirement System
- Schedule of Pension Contributions Texas Municipal Retirement System
- Schedule of Changes in Net Pension Liability and Related Ratios Firefighter's Relief and Retirement Fund
- Schedule of Changes in Total Other Postemployment Benefit (OPEB) Liability and Related Ratios Supplemental Death Benefits Fund
- Schedule of Changes in Total Other Postemployment Benefit (OPEB) Liability and Related Ratios - Postemployment Healthcare Plan

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

Combining and Individual Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section.

#### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of expressing
  an opinion on the effectiveness of the City's internal control. However, we will communicate
  to you in writing concerning any significant deficiencies or material weaknesses in internal
  control relevant to the audit of the financial statements that we have identified during the
  audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant
  accounting estimates made by management, as well as evaluate the overall presentation of
  the financial statements, including the disclosures, and whether the financial statements
  represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, which raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS

and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the

City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

#### **Management's Responsibilities**

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- 4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- 5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- 6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- 7. For identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- 8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

- 10. For taking prompt action when instances of noncompliance are identified;
- 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13. For submitting the reporting package and data collection form to the appropriate parties;
- 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

#### 15. To provide us with:

- Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
- b. Additional information that we may request from management for the purpose of the audit;
- c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
- d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
- e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- 17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
- 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 19. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 20. For the accuracy and completeness of all information provided;

- 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

#### **Non-attest Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City as previously outlined.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results

of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise regarding financial reporting, but the City must make all decisions regarding those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

#### **Engagement Administration, Fees and Timing**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests September 2024

Mail confirmations October 2024

Perform year-end audit procedures December 2024

Issue audit reports Feb or March 2024

Todd Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) as outlined in our fee proposal dated June 9, 2022. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

#### **Other Matters**

During the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- · Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully, Pattillo, Brown & Hill, L.L.P.

odd fruitt

Todd Pruitt, CPA Waco, Texas

#### **RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Killeen, Texas, by:

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

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



#### Report on the Firm's System of Quality Control

December 9, 2022

To the Partners of Pattillo Brown & Hill, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; an audit of an employee benefit; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

#### Ericksen Krentel, LLP

**Certified Public Accountants** 

## **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 CERTIFICATION			
of business.  Pattillo, Brown & Hill, L.L.P.		Certificate Number: 2024-1144334 Date Filed:	024-1144334		
2 Name of governmental entity or state agency that is a party to the being filed. City of Killeen	e contract for which the form is	04/09/2024  Date Acknowledged:			
Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided FY 2024 Financial Audit Services	ty or state agency to track or identify ded under the contract.	the contract, and pro	ride a		
4 Name of Interested Party	City, State, Country (place of busin	ess) Nature of (check approximation)  Controlling			
Manning, Jennifer	Waco, TX United States	Х			
Pruitt, Todd	Waco, TX United States	х			
Lucas, Mike	Waco, TX United States	Х			
	#				
5 Check only if there is NO Interested Party.					
6 UNSWORN DECLARATION					
My name isTodd Pruitt	, and my date of	birth is1/13/70			
My address is401 W State Hwy 6 (street)	Waco T. (city) (st	X 76710 (zip code)	(country)		
I declare under penalty of perjury that the foregoing is true and correct.					
Executed inMcLennanCount	y, State of <u>USA</u> , on the	9th day of April (month)	, 20 <u>24</u> .		
SILVIA GARCIA Notary Public, State of Texas Comm. Expires 09-28-2025 Notary ID 133356946	Signature of authorized agent of con	itt	(year)		



## INDEPENDENT AUDITING SERVICES

April 16, 2024

- City Charter and the Financial Governance Policy requires City Council to designate a Certified Public Accountant to perform the City's annual audit
- City's Financial Governance Policy requires the City to request proposals every five years from qualified firms

- □ City Council awarded the auditing services agreement to Pattillo, Brown & Hill, LLP on August 16, 2022
  - Initial agreement was for the audit of fiscal years 2022 and 2023, with the option to renew for three additional fiscal years
  - FY 2024 estimated audit cost is \$171,000 (included in the FY 2025 Proposed Budget)
- Audit Committee met on April 16, 2024, and voted to recommend the appointment of Pattillo, Brown & Hill, LLP for the FY 2024 audit

The Audit Committee and staff recommend that the City Council renew the agreement with Pattillo, Brown & Hill, LLP to provide auditing services for the fiscal year ending September 30, 2024.



## City of Killeen

#### **Staff Report**

File Number: RS-24-073

Consider a memorandum/resolution authorizing a Letter of Agreement with Rice Inspection, Inc. for construction inspection on three Water and Sewer Capital Improvement Plan Projects, in an amount of \$328,328.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Authorize the execution of a Letter of Agreement with Rice Inspection, Inc.

for construction inspection on three Capital Improvement Plan Projects

#### **BACKGROUND AND FINDINGS:**

In the past month, City Council awarded construction contracts for the Chaparral Pump Station Project and the Pump Station No. 2 Rehab Project. In June, the award of a construction contract for the Airport Pump Station Update Project will be presented to City Council. In the past, construction inspection for Water and Sewer Capital Improvement Plan (CIP) projects was handled by City inspectors from the Engineering Division. Due to the current workload of city inspectors, the construction inspection of two Water and Sewer CIP projects is being outsourced. City staff negotiated a letter of agreement with Rice Inspection in an amount not to exceed \$328,328 for construction inspection on the Chaparral Pump Station Project, the Pump station No. 2 Rehab Project, and the Airport Pump Station Update Project. Rice inspection is currently providing construction inspection on the Trimmier Creek Basin Wastewater Main Project and the Chaparral Wastewater Improvements Project.

#### THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

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

This item conforms to state and local policies. According to Local Government Code 252.022, this item is exempt from competitive bidding requirements.

#### FINANCIAL IMPACT:

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

The total expenditure of \$328,328 will be encumbered in fiscal year 2024 and spent between fiscal years 2024 and 2026.

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

This is a one-time expenditure.

#### Is this revenue/expenditure budgeted?

Yes, funds are available in the Water & Sewer Revenue & Improvement Bond, Series 2020 Fund account 363-8934-493.69-03 and the Water & Sewer CIP Fund account 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:**

City Council authorize the City Manager or designee to execute a Letter of Agreement with Rice Inspection, Inc. for construction inspection on three Water and Sewer CIP projects in the amount of \$328,328 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:**

Development Services Public Works Finance Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Agreement
Certificate of Insurance
Certificate of Interested Parties
Presentation

#### LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Rice Inspection, Inc. ("Contractor"); collectively, the "Parties".

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

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

Provide construction inspection for the Chaparral Pump Station Project, the Pump Station No. 2 Rehab Project, and the Airport Pump Station Update Project. This construction inspection includes performing on-site inspection of various types of construction, making inspection reports, keeping diaries of the project, preparing monthly estimates, communicating with engineers or other employees as designated, checking and interpreting plans and specifications, setting up and inspecting materials installed, overseeing and inspecting the preparation and set up for hydrostatic, purity, and pressure tests, subgrade base, and asphalt gradation and density tests and any other tests that may be required (the "Project"). Refer to attached proposal for scope of services generally to be performed.

<u>Term of Agreement.</u> This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 720 calendar days.

<u>Consideration.</u> Contractor agrees to provide the services stated above:

X	at the rate of \$70.00 per hour and \$.60 per mile of construction related driving with a total amount not exceeding \$328,328 as based on the attached proposal and fee schedule;
	for the lump sum payment not to exceed; or
	progress payments in the total amount not to exceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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.

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

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

City		Contractor
Kent Cagle City Manager	Date	Trenton Rice Date President

## Rice Inspection, Inc.

The Brand of Quality & Assurance

P.O. BOX 264 MCGREGOR, TX 76657 PH: (254)722-0118 FAX: (888) 816-8993 www.riceinspectioninc.com

March 16, 2024

Steven L. Kana, P.E. Director of Water & Sewer City of Killeen, TX

We would like to thank you for the opportunity to submit a proposal for construction inspection of The Chaparral Pump Station Project, The Pump Station #2 Rehab Project, and The Airport Pump Station Update Project as detailed in the attached spreadsheet. Our proposal includes the following services: to perform onsite inspection of various types of construction, make inspection reports, keep diaries of the project, prepare monthly estimates to you, communicate with any engineers or other employees as designated in this or other documents and check and interpret plans and specifications, set up and inspect materials installed, oversee and inspect the preparation and set up for hydrostatic, purity and pressure tests, sub-grade base, and asphalt gradation and density tests and any other tests that may be required by the particular project described herein. Rice Inspection Inc. will not be responsible for conducting any tests. The goal of Rice Inspection Inc. is to inspect engineered construction as to the quality of the materials and construction, ensure good construction practice, and make sure construction complies with plans and technical specifications.

This proposal for the construction inspection of The Chaparral Pump Station Project, The Pump Station #2 Rehab Project, and The Airport Pump Station Update Project as detailed in the attached spreadsheet is as follows: Total Inspection Fee \$321440.00, Total mileage fee \$6888.00 for a total fee not to exceed \$328328.00. We will invoice monthly at the end of every month for that month's fees. We look forward to being of service to you. If you have any questions, please do not hesitate to call us anytime.

Sincerely,

Trenton Rice

Rice Inspection Inc.

#### RICE INSPECTION FEES

PROJECT	WORKDAYS	HOURS/DAY	MILES/DAY	INSPECTION FEE	MILEAGE FEE	TOTAL	INSPECTION FEE	TOTA	L MILEAGE FEE	PRO	DJECT TOTAL
Chaparral Pump Station	520	4	10	70	0.6	\$	145,600	\$	3,120	\$	148,720
Pump Station #2 Rehab	368	4	10	70	0.6	\$	103,040	\$	2,208	\$	105,248
Airport Pump Station Update	260	4	10	70	0.6	\$	72,800	\$	1,560	\$	74,360
Total						\$	321,440	\$	6,888	\$	328,328



#### **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, <u>and</u> 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.

In the	Rice Inspection Inc.
Signature	Company Name
Trenton Ricio	President
Printed Name	Title
3/21/2014	



OP ID: JK

DATE (MM/DD/YYYY) 03/22/2024

#### CERTIFICATE OF LIABILITY INSURANCE

ACORD

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

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

	fer rights to the certificate holder in lieu of su	ch endorsement(s).	ndorsement. A s	tatement on		
PRODUCER	254-751-9545	CONTACT Brenda Peace				
Pinnacle Ins. Group, Inc. P.O. Box 21749		PHONE (A/C, No, Ext): 254-751-9545	FAX (A/C, No): 254-7	4-751-9550		
Waco, TX 76702		E-MAIL ADDRESS: bpeace@pinnacleinsgroup.com	m			
Jeff Peel		INSURER(S) AFFORDING COVERAGE	SE .	NAIC #		
		INSURER A: Hanover Insurance Company				
INSURED Rice Inspection, Inc. PO Box 264		INSURER B. Texas Mutual Insurance Company 22945				
		INSURER C : Lloyds of London				
McGregor, TX 76657		INSURER D:				
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION N	UMBER:			
		AVE BEEN ISSUED TO THE INSURED NAMED AE				
		I OF ANY CONTRACT OR OTHER DOCUMENT V DED BY THE POLICIES DESCRIBED HEREIN IS				
	IS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE		SUBJECT TO ALL	THE TERIVIS,		

ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY NUMBER LIMITS Α **COMMERCIAL GENERAL LIABILITY** 1,000,000 Χ EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 1.000.000 CLAIMS-MADE X OCCUR R2DH87267502 01/01/2024 01/01/2025 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY \$ 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE

X POLICY PRO-JECT Included LOC PRODUCTS - COMP/OP AGG **Empl Prac** 25.000 OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 Α **AUTOMOBILE LIABILITY** ANY AUTO R2DH87267502 01/01/2024 01/01/2025 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY

1.000.000 Α X X OCCUR UMBRELLA LIAB EACH OCCURRENCE R2DH87267502 01/01/2024 01/01/2025 1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED X RETENTION \$ OTH-ER В WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE

AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

N N A

0001299161

01/01/2024

01/01/2025

E.L. EACH ACCIDENT \$ 1,000,000

E.L. DISEASE - BEMPLOYEE \$ 1,000,000

E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY037	

City of Killeen P.O. Box 1329 Killeen, TX 76540 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Con Pice

RICEI-1 PAGE 2 **NOTEPAD** OP ID: JK Date 03/22/2024 INSURED'S NAME Rice Inspection, Inc.

Professional Liability (Claims Made Form/Reporting Policy)

- 1. Limit of Liability
  a.) \$1,000,000 Aggregate
  b.) \$1,000,000 Each Claim limit
  c.) \$ 10,000 Defense of Licens b.) \$1,000,000 Each Claim limit
  c.) \$ 10,000 Defense of Licensing Proceedings (Separate Limit)
  d.) \$ 25,000 FHA/OSHA/ADA Regulatory Proceedings (Separate Limit)
  e.) \$ 50,000 Pre-Claim Assistance (Separate Limit)
  f.) \$ 10,000 Subpoena Assistance (Separate Limit)
  g.) \$ 10,000 Subpoena Assistance (Separate Limit)
  h.) \$ 50,000 Crisis Management (Shared Limit)
  i.) \$1,000,000 Media & Advertising Activities ea claim (shared limit)

  - e.) \$ f.) \$ g.) \$
- 2. Retention: \$10,000 Each Wrongful Act
- 3. Retroactive Date: 01/13/1997
- 4. Defense Cost are inside the limit

## **CERTIFICATE OF INTERESTED PARTIES** FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2024-1137888 Rice Inspection, Inc. McGregor, TX United States Date Filed: 03/22/2024 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: City of Killeen 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. Various Projects Construction Inspection Nature of interest Name of Interested Party (check applicable) City, State, Country (place of business) Controlling Intermediary Rice Inspection Inc. McGregor, TX United States Х 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** and my date of birth is I declare under penalty of perjury that the foregoing is true and correct. County, State of (vear) Signature of authorized agent of contracting business entity

(Declarant)



LOA FOR CONSTRUCTION INSPECTION ON THREE W&S CIP PROJECTS

April 16, 2024

# Background and Findings

- City Council awarded construction contracts for the Chaparral Pump Station Project and the Pump Station No. 2 Rehab Project.
- In June, the award of a construction contract for the Airport Pump Station Update Project will be presented to Council.
- In the past, construction inspection for W&S CIP projects was handled by city inspectors from the Engineering Division. Due to the workload of city inspectors, construction inspections for W&S CIP projects are being outsourced.

- City staff negotiated a letter of agreement (LOA) with Rice Inspection in an amount not to exceed \$328,328 for construction inspection on the Chaparral Pump Station
  - Project, the Pump Station No. 2 Rehab Project, and the Airport Pump Station Update Project.
  - Rice Inspection is currently providing construction inspection on the Trimmier Creek Basin Wastewater Main Project and the Chaparral Wastewater Improvements Project.

City Council authorize the City Manager, or designee, to execute a Letter of Agreement with Rice Inspection, Inc. for construction inspection on the Chaparral Pump Station Project, the Pump Station No. 2 Rehab Project, and the Airport Pump Station Update Project in an amount not to exceed \$328,328 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



## City of Killeen

#### **Staff Report**

File Number: RS-24-074

Consider a memorandum/resolution procuring services from Commercial Swim to repair damage to the Killeen Family Aquatic Center pump room equipment, in an amount not to exceed \$250,000.

**DATE:** April 16,2024

TO: Kent Cagle, City Manager

FROM: Kelly Snook, Executive Director of Parks and Recreation

SUBJECT: Repairing the Killeen Family Aquatic Center Pumps/strainers/VFDs due to

freeze damage

#### **BACKGROUND AND FINDINGS:**

On January 19, 2024, Parks staff discovered significant damage to the pumps operating the water park features at the Family Aquatic Center (FAC) due to severe winter weather which burst pipes and flooded the pump room vault. In early March, a quote for preliminary piping repairs to damaged pipes for two thousand eight hundred dollars (\$2800) was received. This repair was immediately completed and allowed the further assessment of internal damage to motors, filters and electronics, etc. The pump room and equipment were then re-assessed, and the damages were found to be significant. Quotes for these damages were provided with the lowest quote from Commercial Swim in an amount not to exceed two hundred and fifty thousand dollars and zero cents. (\$250,000.00).

Repairs include replacement of all pumps, Variable Frequency Drives (VFDs) with disconnects, filters and baskets, and special fittings for pipes, new concrete pedestals for the new pumps, and all electrical and structural components to repair the damage in the pump room.

A claim was filed with TML insurance carrier and the adjuster reviewed the damage in early April. Staff expects to receive a determination on what will be covered by insurance in the coming weeks. Should the repairs not be fully or partially covered, staff has identified alternate funding through the Parks and Recreation salary savings and supplies accounts. In an effort to expedite the repairs and fully open the pool as soon as possible, staff is requesting Council approval of the expenditure so repairs can begin.

The competition pool is operational and will open on schedule. Reduced admission pricing will be offered to the public until all FAC equipment is fully operational.

#### THE ALTERNATIVES CONSIDERED:

N/A.

#### Which alternative is recommended? Why?

N/A.

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

The repairs purchase for the FAC will be from Commercial Swim through the Buyboard cooperative contract #701-23. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services."

#### **FINANCIAL IMPACT:**

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

Fiscal Year 2024 has an estimated expense of \$250,000.00.

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

This is a one-time expenditure

#### Is this revenue/expenditure budgeted?

Yes, should TML not fully or partially cover the repairs needed, funds are available in the General Fund Parks and Recreation account 010-3027-429.61-03. The majority of the funds are from salary savings due to vacant positions and small portion is a reallocation of supply accounts.

#### 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 City Council approve the repairs to the Family Aquatics Center in an amount not to exceed \$250,000.00.

#### **DEPARTMENTAL CLEARANCES:**

City Attorney

Finance

#### **ATTACHED SUPPORTING DOCUMENTS:**

Quotes Contract Verification Certificate of Interested Parties Vendor Contract Information Summary Presentation



PO BOX 952 Hutto, TX 78634 (512) 244-7946 / TICL375 info@commercialswim.com

## **Estimate**

ESTIMATE#	1041392494
DATE	04/11/2024
PO#	

#### **CUSTOMER**

Killeen, City of P.O. Box 1329 Killeen TX 76540

#### **SERVICE LOCATION**

Killeen, City of 1700 Stan E Schulter Killeen TX 76541

Installation of New Equipment in pump room

To incude:

**DESCRIPTION** 

Removal of 6 pumps in main room, 1 pump in feature pump area

Installation of 7 new pumps

Installation of 6 VFD drives and flow meters for pump

Raise VFD's above waterline

Install 4 New strainer baskets to replace old ones

Miscellaneous plumbing needed for install

Disposal of any removed equipment

All Equipment too be wired 480V 3 phase

Estimate is quoted as "NOT TO EXCEED"

Prices may change when final models and prices are ordered

ETA on ordered parts will take approximately 4 weeks from date of approval. Hard Lead times will be provided from Manufactuer when they receive PO

#### **Estimate**

Description	Qty	Rate	Total
Pumps Spray Feature - 225 GPM - EQ series pump Leisure Pool - 1200 GPM - Aurora Pump Spray Feature 2 - 800GPM - Aurora Pump Play Structure - 600 GPM - EQ Series Pump Plunge Pool - 750 GPM - Aurora Pump Competition Pool - 750 GPM - Aurora Pump Plunge Pool Drop Slide - To be Determined	7.00	10,000.00	70,000.00
VFD's Spray Feature - Leisure Pool Spray Feature 2 Play Structure Plunge Pool Competition Pool	6.00	10,000.00	60,000.00

Description	Qty	Rate	Total
Strainer baskets Leisure Pool Spray Feature 2 Plunge Pool Competition Pool	4.00	6,000.00	24,000.00
Electrical and stainless materials to include additional wire for new VFD locations any necessary wiring between pumps and controllers		28,837.41	
Chemical Controller IPS-M920w - Dual ORP Output & pH Controller with WiFi Remote Access Capability	3.00	3,985.00	11,955.00
Labor-Commercial and fuel			49,328.41
Shipping/Freight		5,879.18	•
Тах		8.25%	0.00

	CUSTOMER MESSAGE	Estimate Total:	\$250,000.00
	PRE-WORK SIGNATURE		
Signed By:			

#### REPAIR ESTIMATE TERMS AND CONDITIONS

By approving this estimate, customer agrees to the following terms.

- Estimate pricing is valid for 60 days from creation date.50% Deposit upfront deposit is required before any work can began.
- Customer to pay all applicable state and local taxes.

Buy Board Cooperative Number: 701-23



Project Name: Killeen Family Aquatic Center Pumps/strainers/VFD replacements freeze

damage

Attn: Keilah Reyes Date: 4/1/24 Buyboard#701-23

#### Quote:

#### **Pump Inclusions:**

- PP1-PP10 pump replacement in Aurora 3801 with sub bases needed (all of these will be built to spec of the original pumps per the original set of plans that we have from the engineer)
- New VFDS with Disconnects needed for all pumps pp1-pp10
- All new Neptune benson fiberglass strainers for all pumps as current ones leak and are no longer made to get baskets for or parts for and they are falling apart.
- · All hardware to be resused if possible and provide stainless where needed
- Fiberglass concentrics needed for tops of all pumps
- Sch 80 pvc needed to reconnect to existing piping from new pumps
- PCA to reuse all valves that the customer currently has unless they choose to replace then we can quote that at that time.
- Spare stainless baskets for all strainers
- All new concrete pedestals for new pumps to be formed and poured as they will all be larger bases and in different locations as those pumps are no longer made along with the strainers
- All electrical needed to mount VFDS above pit so they cannot be flooded again and additional conduit/wire/labor/connectors
- Strut racks installed for new vfds
- Freight for all
- Labor to remove and replace everything listed

**Grand Total: \$345,771.56** 

\*\*\*Lead time is 4-6 weeks for everything once ordered

#### **EXCLUSIONS:**

- New breakers of any kind in breaker panel.
- Anything not specifically listed
- Bypass panels
- Bonds/permits as not typically needed for a job like this

#### BREAKDOWN:

- All pumps \$69,659.02
- All VFDS \$58,008.54
- All Strainers/spare baskets/concentrics \$68,500
- All sch 80 pvc to reconnect to existing piping after pumps \$27,400
- Rental Equipment \$3,425
- Perdiem/hotel/fuel \$6,165
- Freight for pumps \$6,165
- Freight for strainers \$4,795
- Demolition of concrete pedestals \$7,535
- Additional hardware needed \$3,425
- Concrete forming steel and pouring of new pump bases \$20,550
- Dumpster rentals \$1,644
- Labor to remove and replace with new including electrical needed \$68,500

#### Thank you,

Myles Phelps Progressive Commercial Aquatics, Inc.

15616 Schmidt Loop Manor, Texas 78653 (512) 278-0801 Fax (512) 350-2154

Website <a href="www.proaquatic.com">www.proaquaticsupply.com</a>
<a href="mailto:E-Mailto:Mylesproaquatic@gmail.com">E-Mailto:Mylesproaquatic@gmail.com</a>



#### **Contract Verification**

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

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

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

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

Signature

Michelle Bouzek Printed Name

ulalou

Date

Commercial Swim Managment Company Name

managing member

## **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

L				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.		Certificate Number:		
	commercial Swim Management, LLC		2024-1146020		
	Hutto, TX United States		Date Filed:		
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.		04/12/2024		
	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.				
	1041392494				
	Installation of equipment in pool pump				
4			Nature of interest		
	Name of Interested Party	City, State, Country (place of busine			
_			Controlling	Intermediary	
5 Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION				
ı	My name is, and my date of birth is				
1	My address is 20234 Keilman Ln (street)	Pflugerville , Tx		USA.	
I declare under penalty of perjury that the foregoing is true and correct.					
	-				
I	Executed in				
	About				
	Signature of authorized agent of contracting business entity (Declarant)				

## **Vendor Contract Information Summary**

Vendor Commercial Swim Management

Contact Michelle Bouzek

Phone 512-244-7946

Phone Extension 13

Email info@commercialswim.com

Vendor Website www.commercialswim.com

TIN 20-8605128

Address Line 1 20234 Keilmanlane

Vendor City Pflugerville

Vendor Zip 78660

Vendor State TX

Vendor Country USA

Delivery Days 10

Freight Terms FOB Destination

Payment Terms Net 30

Shipping Terms Freight prepaid by vendor and added to invoice

Ship Via Company Truck

Designated Dealer No

EDGAR Received Yes

Service-disabled Veteran Owned No

Minority Owned No

Women Owned Yes

Certificate Number 1208605128600

Certifying Agency Texas Comptroller of Public Accounts

National No

No Foreign Terrorist Orgs Yes

No Israel Boycott Yes

MWBE Yes

**ESCs** All Texas Regions

States All States

Contract Name Swimming Pool Chemicals, Supplies, and Equipment

Contract No. 701-23

Effective 06/01/2023

Expiration 05/31/2026

Accepts RFQs Yes

# FAMILY AQUATIC CENTER REPAIRS DUE TO FREEZE DAMAGE

# Background

- The Family Aquatic Center (FAC) experienced significant damages to the pumps operating the water park features due to January freeze conditions.
- Parks and Recreation obtained three quotes for repairs.
- The lowest responsible bid was from Commercial Swim.

- A claim has been filed with TML and a settlement offer is pending.
- Staff has identified funding from departmental salary savings and supplies accounts. (Funding will supplement any settlement amount received from TML)
- Waterpark portion of the pool may experience a delayed opening. Competition pool is operational and will open on Memorial Day Weekend.
- Parks and Recreation staff will offer reduced pricing until all amenities are fully operational.

4

 Staff recommends Council approve the quote for repair of the Family Aquatics Center pumps/strainers/VFDs for \$250,000.00.



# City of Killeen

# Staff Report

File Number: OR-24-003

Consider an ordinance amending Chapter 19 in the City of Killeen Code of Ordinances, to rename the Recreation Services Advisory Board to the Parks and Recreation Advisory Board.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Kelly Snook, Executive Director of Parks and Recreation

SUBJECT: Amending Chapter 19, Parks and Recreation, by renaming the Recreation

**Services Advisory Board to the Parks and Recreation Advisory Board** 

#### **BACKGROUND AND FINDINGS:**

The Recreation Services Advisory Board had a discussion on their Agenda for January 16, 2024, to change the name of the Board to Parks and Recreation Advisory Board. The motion passed. The mission and purpose of the Board shall remain the same as stated in Chapter 19 - Parks and Recreation, Article III - Recreation Services Advisory Board, Sec. 19-41, 42 in the City of Killeen Code of Ordinances.

The department changed their name from Recreation Services to Parks and Recreation in 2023. Staff recommends changing the Recreation Services Advisory Board to Parks and Recreation Advisory Board to maintain consistency with the Parks and Recreation Department so that it can better represent the mission and purpose of the board, and amend the name in Chapter 19, Article III, Sec.19-41, 42.

## **THE ALTERNATIVES CONSIDERED:**

N/A

Which alternative is recommended? Why?

N/A

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

The Parks and Recreation Advisory Board abides by all language with Chapter 2, Article IV (Boards and Commissions) in the City of Killeen Code of Ordinances.

#### **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 City Council change the name of the Recreation Services Advisory Board to Parks and Recreation Advisory Board.

# **DEPARTMENTAL CLEARANCES:**

Legal

# **ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

Presentation

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Ord	linance	NO	
OLU	illialice	NO.	

AN ORDINANCE AMENDING CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City Council previously amended the name of the Recreational Service Department to Parks and Recreations Department; and

**WHEREAS** for continuity and clarity, the name of the Recreations Services Advisory Board should be amended to the Parks and Recreation Advisor Board; **NOW, THEREFORE**,

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

**SECTION I.** That Chapter 19, Parks and Recreation, Article III, title is amended to read as follow:

ARTICLE III. RECREATION SERVICES PARKS AND RECREATION ADVISORY BOARD1

**SECTION II.** That Chapter 19, Parks and Recreation, Article III, section 19-14 is amended to read as follow:

#### Sec. 19-41. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Words not specifically defined shall have the meanings given in Webster's Ninth New Collegiate Dictionary, as revised.

Board shall mean the recreation services Parks and Recreation Aadvisory Beoard.

Park trees shall mean any trees, shrubs, brushes and all woody vegetation in city parks, and in all areas owned by the city and to which the public has access.

Public trees shall mean any trees, shrubs, and all woody vegetation on city parks or city-owned property and rights-of-way.

<sup>1</sup>Editor's note(s)—Ord. No. 20-016, § I, adopted April 14, 2020, in effect repealed art. III, §§ 19-41—19-44, in its entirety and enacted a new art. III, §§ 19-41 and 19-42, as set out herein. The former article pertained to tree care and derived from Ord. No. 07-026, § I, adopted March 13, 2007; and Ord. No. 08-100, § I, adopted December 9, 2008.

(Ord. No. 20-016, § I, 4-14-20)

**SECTION III.** That Chapter 19, Parks and Recreation, Article III, section 19-42 is amended to read as follow:

#### Sec. 19-42. Establishment of a recreation services Parks and Recreation Aadvisory Board.

- (a) Board membership. The city council hereby creates an advisory board known as the "recreation servicesParks and Recreation Aadvisory Beoard," hereinafter referred to as the "Beoard." The Beoard shall consist of seven (7) members approved by the city council. Members of the Beoard will serve without compensation.
- (b) Term of office. Each member shall serve terms that are staggered so the continuity among the Bboard will be maintained. Position 1, 3, 5, 7 (odd numbered members) will serve an initial one-year term, followed by subsequent two-year terms. Positions 2, 4, 6 (even numbered members) will serve a two-year term of service.
- (c) Meetings. The Bboard shall meet a minimum of four (4) times each year. The executive director of recreation Parks and Recreation services or the chair of the Bboard may schedule additional meetings as needed.
- (d) Officers. The Board shall elect a chairperson and a vice-chairperson from its own membership who shall serve for a one-year term.
- (e) Duties. The duties of the Bboard shall include:

The Bboard shall, when tasked by the city council, act in an advisory capacity to the city council with advice and recommendations on policies, rules, programs and regulations relating to the administration of the public park and recreation facilities. The Bboard shall provide advisory oversight of public playgrounds, athletic fields, walking trails, recreation centers/facilities, golf course, cemetery, trees and tree care and other facilities and activities on any of the properties owned or controlled by the city.

A staff liaison shall be assigned to the  $\underline{\mathtt{Bb}}$ -oard through the executive director of recreation services  $\underline{\mathtt{Parks}}$  and  $\underline{\mathtt{Recreation}}$  to assist the appointed secretary on all business and to include any/all communication from the recreation services  $\underline{\mathtt{Parks}}$  and  $\underline{\mathtt{Recreation}}$  department and the  $\underline{\mathtt{Bb}}$ -oard.

(Ord. No. 20-016, § I, 4-14-20)

**SECTION IV:** 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.

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SECTION V: That should any section or part of any section or paragraph of this
ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair
the validity, force or effect of any other section or sections or part of a section or paragraph of
this ordinance.
SECTION VI: That the Code of Ordinances of the City of Killeen, Texas, as amended, sha
remain in full force and effect, save and except as amended by this ordinance.
SECTION VII: That this ordinance shall be effective immediately upon the passage of th
ordinance by city council.
PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen,
Texas, on this the day of, 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
APPROVED AS TO FORM: ATTEST:
Holli C. Clements  Laura Calcote

Created: 2024-03-19 10:57:00 [EST]

(Supp. No. 33)

CITY ATTORNEY

CITY SECRETARY

CONSIDER AN ORDINANCE
AMENDING CHAPTER 19 AND
RENAMING THE RECREATION
SERVICES BOARD

# Background

The Recreation Services Advisory Board (RSAB) had a Discussion and Action item on their January 16, 2024 Agenda to change the name of RSAB to the Parks and Recreation Advisory Board. The motion was passed. The mission and purpose of the Board shall remain the same as stated in Chapter 19 - Parks and Recreation, Article III – Recreation Advisory Board, Sec. 19-41, 42.

- Recreation Services name changed to Parks and Recreation in 2023.
- To maintain consistency with the Parks and Recreation Department and to better represent the mission and purpose of the board, staff recommends changing the Recreation Services Advisory Board to Parks and Recreation Advisory Board.

# Recommendation

□ Staff recommends changing the Recreation Services
Advisory Board to Parks and Recreation Advisory Board
to maintain consistency with the Parks and Recreation
Department and to better represent the mission and
purpose of the board, and to amend the name in
Chapter 19, Article III, Sec. 19-41, 42.



# City of Killeen

# **Staff Report**

File Number: OR-24-004

Consider an ordinance amending the Chapter 30, Article I of the Killeen Code of Ordinances providing for an update to the Water Conservation and Drought Contingency Plan.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Ordinance Amending Chapter 30, Article I, Water Conservation and

**Drought Contingency Plan.** 

#### **BACKGROUND AND FINDINGS:**

The City of Killeen originally adopted and implemented its Water Conservation Plan (WCP) in 1998 and adopted a Drought Contingency Plan (DCP) in 2006. City staff has revised the current combined WCP and DCP to align with the Texas Commission on Environmental Quality's (TCEQ) model ordinance and the Centex Sustainability Partnership's project to standardize water conservation and drought contingency messaging throughout the region.

Under Chapter 11 of the Texas Water Code Chapter 11 and Chapter 288 of the Texas Administrative Code, the City of Killeen is required to submit an updated WCP and DCP to the TCEQ and the Texas Water Development Board every five years. The City of Killeen last updated the WCP and DCP in April of 2019.

This update consists of additions to the definitions; minor revisions to Stage 1, Stage 2, and Stage 3; elimination of "Critical Stage" (current Stage 4); recategorizing Stage 5 (Emergency) to Stage 4; and elimination of Stage 5. The City's historic, five-year, and ten-year goals for demand reduction through water conservation have also been updated.

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

N/A

Which alternative is recommended? Why?

N/A

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

The proposed ordinance conforms to City policy.

#### **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 that the City Council approve the ordinance adopting the revisions to Chapter 30, Article I, Water Conservation and Drought Contingency Plan.

# **DEPARTMENTAL CLEARANCES:**

Public Works Finance City Attorney

#### **ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

Presentation

ORDINANCE NO.	

AN ORDINANCE AMENDING CHAPTER 30, ARTICLE I, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE CITY OF KILLEEN, TEXAS CODE OF ORDINANCES; PROVIDING FOR AN UPDATE TO THE WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions; and

**WHEREAS,** the City is located within the Brazos Region G Water Planning Area and the City has coordinated with the Brazos Region G Water Planning Group.

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

**SECTION 1:** That Chapter 30, Article I, Water Conservation and Drought Contingency of the Code of Ordinances, City of Killeen, is hereby amended to read as follows:

\*\*\*\*

# Sec. 30-1. - Declaration of policy, purpose, and intent.

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency

conditions, the City of Killeen hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this water conservation and drought contingency plan (the plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined herein.

The city shall review this plan at least every five (5) years and shall update as appropriate based on new or updated information.

## Sec. 30-2. - Public education.

The city will periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of electronic notifications, public notices, press releases and utility bill inserts.

# Sec. 30-3. - Coordination with regional water planning groups.

The service area of the city is located within the Brazos Region G Water Planning Area and the city has provided a copy of this plan to Brazos Region G Water Planning Group.

## Sec. 30-4. - Authorization.

The city manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

# Sec. 30-5. - Application.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

#### Sec. 30-6. - Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

BCWCID No. 1: Bell County Water Control and Improvement District No. 1.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the city.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in zero (0), two (2), four (4), six (6), or eight (8) and locations without addresses.

*Industrial water use:* the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, and rights-of-way and medians.

*Non-essential water use:* water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, and athletic fields, except otherwise provided under this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in one (1), three (3), five (5), seven (7), or nine (9).

<u>Trigger</u>: conditions that indicate when certain drought or emergency response measures will be implemented. These conditions are mild, moderate, severe, and emergency.

# Sec. 30-7. - Criteria for initiation and termination of drought response stages.

The city manager or his/her designee shall monitor water supply and/or demand conditions on a regular basis and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified "triggers" Triggers are reached.

Public notification of the initiation or termination of drought response stages shall be by means of public notice in the Killeen Daily Herald and on the city's website, as well as public service announcements of local radio and TV stations. Additional notification may be made through social media outlets, mailings, door hangers, telephone or other appropriate means.

The triggering criteria Triggers described below are based on water supply, water production and distribution system limitations, drought conditions dictated by the Brazos River Authority, and emergency conditions (e.g. supply source contamination and system outage due to the failure or damage of major water system components). Analysis of the city's water supply availability under recent drought of record conditions indicate the most common Ttrigger for initiating the plan is water supply. The city has ample water supply under contract; however, the city has experienced requests by water [suppliers] to conserve due to low water levels in Lake Belton.

# Sec. 30-8. - Stage 1—Mild water shortage conditions.

- (a) Triggers and requirements for initiation. Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses for stage 1 when one (1) of the following criteria is met:
  - (1) Brazos River Authority enters into stage 1 drought watch.
    - a. According to their current drought contingency plan, stage 1 for Lake Belton is based on a drawdown of 6.8 feet.
    - b. A stage 1 <u>Ttrigger</u> for BRA is also when the Palmer Hydrologic Drought Index (PHDI) is equal to or less than negative two (-2).
  - (2) When total daily water demand equals or exceeds and maintains eighty (80) percent or 25.6 million gallons for three-five (35) consecutive days (based on

- the current supply capacity of existing system from BCWCID No. 1 of 32.0 MGD).
- (3) Total treated water in the elevated storage does not refill to eighty (80) percent of capacity overnight.
- (b) Goal. Achieve a voluntary five (5) percent reduction in total water use and/or daily water demand.
- (c) Best management practices for supply management. Discontinue unnecessary flushing of water mains and flow testing of fire hydrants. Discontinue washing of city-owned vehicles. Follow the water use restrictions of stage 2.
- (d) Voluntary water Water use restrictions for reducing demand.
  - (1) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (zero (0), two (2), four (4), six (6) or eight (8)), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (one (1), three (3), five (5), seven (7) or nine (9)).
  - (2) Water customers are requested to voluntarily limit the irrigation of landscaped areas only between the hours of midnight to 10:00 a.m. or 8:00 p.m. to midnight on designated watering days.
  - (3) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- (e) Requirements for termination. Stage 1 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days, or when the city manager or designee declares termination.

# Sec. 30-9. - Stage 2—Moderate water shortage conditions.

- (a) Triggers and requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for stage 2 when one (1) of the following criteria is met:
  - (1) Brazos River Authority enters into stage 2 drought warning.
    - a. According to their current drought contingency plan, stage 2 for Lake Belton is based on a drawdown of 16.1 feet.
  - (2) When total daily water demand equals or exceeds and maintains eighty-five (85) percent or 27.2 million gallons for three-five (35) consecutive days (based on the current supply capacity of BCWCID No. 1 OF 32.0 MGD).
  - (3) Total treated water in the elevated storage does not refill to seventy (70) percent of capacity overnight.
- (b) Goal. Achieve a ten (10) percent reduction in total water use and/or daily water demand.

- (c) Best management practices for supply management. Discontinue flushing of water mains and flow testing of fire hydrants. Discontinue washing of city-owned vehicles. Discontinue irrigation of all city facilities. Follow the water use restrictions of stage 3.
- (d) Water use restrictions for demand reduction. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:
  - (1) Hose-end sprinkler systems or automatic irrigation of landscaped areas shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (zero (0), two (2), four (4), six (6) or eight (8)), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (one (1), three (3), five (5), seven (7) or nine (9)). These types of irrigation are further limited to the irrigation of landscaped areas only between the hours of midnight to 10:00 a.m. or 8:00 p.m. to midnight on designated watering days.
  - (2) Irrigation of landscaped areas is permitted at any time if it is by means of handheld hose, a faucet filled bucket or watering can of five (5) gallons are less, or drip irrigation system.
  - (3) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of midnight to 10:00 a.m. or 8:00 p.m. to midnight on designated watering days. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations, if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
  - (4) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of midnight to 10:00 a.m. or 8:00 p.m. to midnight.
  - (5) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
  - (6) Use of water from hydrants shall be limited to fire fighting and related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Killeen.
  - (7) All restaurants are prohibited from serving water to its patrons except when requested by the patron.
  - (8) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of midnight

- to 10:00 a.m. or 8:00 p.m. to midnight. However, if the golf course uses a water source other than potable water, the facility shall not be subject to these regulations.
- (9) The following uses of water are defined as non-essential and are prohibited:
  - a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
  - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
  - c. Use of water for dust control;
  - d. Flushing gutters or permitting water to run or accumulate in any gutter or street;
  - e. Failure to repair a controllable leak(s) within a reasonable period after having been given notice by the city directing the repair of such leak(s).
- (e) Requirements for termination. Stage 2 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days, or when the city manager or designee declares termination. Upon termination of stage 2, stage 1 becomes operative unless otherwise determined by the city manager or designee.

# Sec. 30-10. - Stage 3—Severe water shortage conditions.

- (a) Triggers and requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for stage 3 when one (1) of the following criteria is met.
  - (1) Brazos River Authority enters into stage 3 drought emergency.
    - a. According to their current drought contingency plan, stage 3 for Lake Belton is based on a drawdown of 28.2 feet.
  - (2) When total daily water demand equals or exceeds and maintains ninety (90) percent or 28.8 million gallons for three thirty-six (36) consecutive days hours (based on the current supply capacity of BCWCID No. 1 of 32.0 MGD).
  - (3) Total treated water in the elevated storage does not refill to sixty (60) percent of capacity overnight.
- (b) Goal. Achieve a twenty (20) percent reduction in total water use and/or daily water demand.
- (c) Best management practices for supply management. Discontinue flushing of water mains and flow testing of fire hydrants. Discontinue washing of city-owned vehicles. Discontinue irrigation of all city facilities. Follow the water use restrictions of stage 4.
- (d) Water use restrictions for demand reduction. All requirements of stage 2 shall remain in effect during stage 3 except:

- (1) Irrigation of landscaped areas shall be limited to designated watering days between the hours of midnight to 7:00 a.m. or 9:00 p.m. to midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (2) The use of water for construction purposes from designated fire hydrants is prohibited, even where previously allowed.
- (e) Requirements for termination. Stage 3 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of stage 3, stage 2 becomes operative unless otherwise determined by the city manager or designee.

# Sec. 30-11. - Stage 4—Critical water shortage conditions.

- (a) Triggers and requirements for initiation. Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for stage 4 when one (1) of the following criteria is met:
  - (1) Brazos River Authority enters into stage 4 pro-rata curtailment.
    - a. According to their current drought contingency plan, stage 4 for Lake Belton is based on a drawdown of 44.6 feet.
  - (2) When daily water demand total equals or exceeds and maintains one hundred (100) percent or 32.0 million gallons for three (3) consecutive days (based on the current supply capacity of BCWCID No. 1 of 32.0 MGD).
  - (3) Total treated water in elevated storage does not refill to fifty (50) percent of capacity overnight;
  - (4) City manager declares a critical water shortage.
- (b) Goal. Achieve a thirty (30) percent reduction in total water use and/or daily water demand.
- (c) Best management practices for supply management. Discontinue flushing of water mains and flow testing of fire hydrants. Discontinue washing of city-owned vehicles. Discontinue irrigation of all city facilities. Follow the water use restrictions of stage 5.
- (d) Water use restrictions for demand reduction. All requirements of stage 2 and 3 shall remain in effect during stage 4 except:
  - (1) Irrigation of landscaped areas shall be limited to designated watering days between the hours of midnight to 6:00 a.m. or 10:00 p.m. to midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash or commercial service stations, and not in the immediate interest of public health, safety, and welfare, is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m.
- (3) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (4) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or when such fountains or ponds are equipped with a recirculation system.
- (5) No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved, and time limits for approval or installation of such applications are hereby suspended for such time as this drought response stage or a higher numbered stage shall be in effect.
- (e) Requirements for termination. Stage 4 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or when the city manager or designee declares termination. Upon termination of stage 4, stage 3 becomes operative unless otherwise determined by the city manager or designee.

# Sec. 30-1211. - Stage 54—Emergency water shortage conditions.

- (a) Triggers and requirements for initiation. Customers shall be required to comply with the requirements and restrictions for stage <u>54</u> of this plan when the city manager or designee determines that a water supply emergency exists based on:
  - (1) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
  - (2) Natural or man-made contamination of the water supply source(s).
- (b) Goal. Achieve a forty (40) percent reduction in total water use and/or daily water demand.
- (c) Best management practices for supply management. Discontinue flushing of water mains and flow testing of fire hydrants. Discontinue washing of city-owned vehicles. Discontinue irrigation of all city facilities. Follow the water use restrictions of stage 45.
- (d) Water use restrictions for demand reduction. All requirements of stage 2, and 3, and 4 shall remain in effect during stage 54 except:
  - (1) Irrigation of landscaped areas is absolutely prohibited.

- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (3) All outside water uses are prohibited, except for fighting fires and for animals.
- (e) Requirements for termination. Stage 54 of the plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or when the city manager or designee declares termination. Upon termination of stage 54, stage 4-3 becomes operative unless otherwise determined by the city manager.

# Sec. 30-1312. - Drought response stages.

The city manager or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in this plan, shall determine that a mild, moderate, severe, critical, or emergency water shortage condition exists and shall implement the following notification procedures:

# Notification of the public:

The city manager or his/ her designee shall notify the public as needed or necessary by means of:

- Press releases
- Social media
- Publication in a newspaper of general circulation
- Direct mail to each customer
- Reverse 911 system
- Signs posted in public places

Key entities and positions to notify:

The city manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Mayor/city council
- · Police and fire chiefs
- County emergency management coordinator
- County judge and commissioners
- TCEQ (required when mandatory restrictions are imposed)
- Major water users
- Building official
- Critical water users, i.e. hospitals and schools
- Public works and parks employees

(Ord. No. 19-014, § 1, 4-23-19)

# Sec. 30-1413. - Water conservation plan.

- (a) Goals. The city has ample water for present and near future needs. The city's budget is structured to meet operational and debt service needs. The city has a water rate structure which is designed to meet the budgetary needs and debt service requirements of the city. The City of Killeen recognizes the state's goals of water conservation and generally supports those goals. Therefore, the following goals are stated for the city relative to water conservation:
  - (1) The city will encourage the conservation of water through the media, mail-outs and other avenues. Conservation messages will be conveyed at the times of the year when water use is expected to increase.
  - (2) The city will work toward reducing unaccounted for (unmetered) water.
  - (3) The city has a goal not to exceed one hundred ten (110) gallons per capita per day (GPCD) over the next five (5) and ten (10) years. The achievement of this goal takes into consideration that:
    - a. Customers will respond to conservation messages.
    - b. Population growth will occur to compensate for revenue losses.
    - c. Unaccounted for water can be reduced up to five (5) percent.

The following are the city's historic and five-year and ten-year goals for demand reduction through water conservation.

	Historic 5 Year Average	5-Year Goal for Year <mark>2024</mark> 2029	10-Year Goal for Year <mark>2029</mark> 2034
Total GPCD	104	<del>110</del> <u>107</u>	<del>110</del> <u>104</u>
Residential GPCD	<del>-67</del> - <u>66.8</u>	<del>70</del> - <u>67.5</u>	<del>70</del> - <u>66.3</u>
Water Loss (GPCD)	<del>-18</del> - <u>17.4</u>	<del>17</del> _ <u>17.1</u>	<del>16</del> - <u>16.8</u>
Water Loss Percentage	<del>17.31%</del> <u>16.85%</u>	<del>15.45%</del> - <u>16.35%</u>	<del>14.55%</del> <u>15.85%</u>

(GPCD = gallons per day per capita)

- (b) Metering. The City of Killeen obtains one hundred (100) percent of its treated water supply through an agreement with Bell County WCID No. 1. As part of this agreement, Bell County WCID No. 1 provides the city with a monthly statement measuring the amount of water diverted for the city's use. The city's current contract with Bell County WCID No. 1 provides for 32.0 MGD through raw water rights of thirty-nine thousand nine hundred sixty-four (39,964) acre-feet per year from Belton Lake.
  - (1) The City of Killeen meters one hundred (100) percent of the connections in the distribution system. Meters range in size from five-eighths (⅓) inch by three-fourths (⅓) inch to six (6) inches. The city is in the process of testing all of their

- large, commercial (three-inch—six-inch) meters. Based on this testing, meters that fall outside a plus or minus five (5) percent will be replaced. Aged residential meters are periodically replaced on an as needed basis to assure the continued reliability of meter performance.
- (2) Annually, the city transfers funds into a meter replacement fund to replace meters that test below a certain percentage or have faults.
- (c) *Plumbing code*. The City of Killeen operates under the International Plumbing Code, which has been formally adopted in chapter 8, article IV of this Code. The city routinely inspects new construction, remodeling and additions through building permits. Under the permitting and inspection program, all plumbing fixtures are assured to meet state and federal laws pertaining to water conservation devices.
- (d) Water rates. The city's water and sewer rates are codified in article IV of this chapter and are amended as required to supply the necessary system revenues. The city uses a non-promotional water rate structure which is cost-based and acts to discourage excessive water use.

As outlined in section 30-12, Stage 54—Emergency Water Shortage Conditions, Water Rationing, if activated, water rates increase significantly if customers exceed specified amounts.

- (e) Distribution system, leak detection and repairs. As required by 30 Texas Administrative Code § 288.2(a)(2)(B), the record management system utilized by the City of Killeen divides water sales into the following customer classifications: residential, commercial, apartments, mobile home parks, industrial, fireplug, outside city commercial, and outside city residential. It is the policy and practice of the city's water utility to investigate customer complaints of low pressure and possible leaks. Additionally, as required by 30 Texas Administrative Code §288.2(a)(2)(A), city staff visually inspects suspected leaks and prioritizes and completes the timely repair to any leaks detected. The city's record management system tracks water pumped, water delivered, water sales, and water losses to track water transmission, distribution, and delivery to its customers. This information is used to evaluate the integrity of the system from source to end user to control and minimize unaccounted for uses of water. The City of Killeen also currently employs the following measures in an effort to resolve water loss discrepancies that occasionally occur in the transmission, delivery, and distribution system:
  - (1) Pro-active leak detection and leak repair to reduce unaccounted for water loss.
  - (2) Continuing public education programs to increase plan awareness.
  - (3) Coordination among all Bell County WCID No. 1 customers to ensure each customer takes water in a manner that ensures a dependable supply and an efficient operation.
  - (4) Using treated wastewater reuse for golf course irrigation and exploring other options for treated wastewater reuse and recycling to reduce potable water demand.

- (f) Water conservation utility profile. The City of Killeen supplies water to its customers within the corporate limits and extraterritorial jurisdiction of the city through its public water system (PWS 0140006; RN 101391308). The city holds a certificate of convenience and necessity (CCN #10041) encompassing approximately fifty-six (56) square miles. In furtherance of the city's policy of water conservation the following has been provided for in the city's plan:
  - (1) The city has conducted and completed an evaluation of our water and wastewater systems and customer use characteristics in an effort to identify water conservation opportunities and potential targets and goals. The evaluation, entitled "Utility Profile for Retail Water Supplier," is available upon request and is summarized as follows:
    - a. The source of drinking water for the City of Killeen is Lake Belton.
    - b. The city purchases treated water from a wholesaler, Bell County WCID No. 1, for distribution to approximately sixty-four thousand seven hundred (64,700) retail customers.
    - c. The city maintains over six hundred seventy-six (676) linear miles of public water distribution mains and six hundred (600) linear miles of wastewater collection mains.
    - d. The city's current water demand averages 15.1 million gallons per day (MGD) or approximately one hundred five (105) gallons per capita per day (GPCD).
    - e. In the previous five (5) years, the city's maximum daily potable water demand was 25.8 MGD.
    - f. Bell County WCID No. 1 treats the city's sewer which averages 10.2 MGD.
  - (2) Water customers (residential, commercial, public/institutional and industrial) located within the City of Killeen's CCN coverage area have historically used one hundred five (105) to one hundred fifteen (115) GPCD. The city has established five-year and ten-year goals not to exceed one hundred ten (110) GPCD based on this historically low GPCD which is largely due to Killeen's proximity to the Fort Hood Military Base. Enlisted members of the armed forces make up a significant portion of the city's water system customers. The historical low GPCD is influenced by the transient nature of the enlisted members and the large number of rental properties utilized in the city's service area. In establishing the five-year and ten-year goals, the city also considered state and regional goals, local climate, demographics, and data from the city's utility profile.

# Sec. 30-<del>15</del>14. - Enforcement.

(a) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action

- taken by city manager or his/her designee, in accordance with provisions of this plan.
- (b) Any person who violates this plan is guilty of a Class C misdemeanor and, upon conviction, shall be punished under section 1-8 of this Code. A fine not exceeding two thousand dollars (\$2,000.00) may be imposed for violation of provisions that govern fire safety or public health and sanitation. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three (3) or more distinct violations of this plan, the city manager or designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as established in the city's current fee and rate schedule, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager or designee that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but it is an affirmative defense if any such parent proves that he/she had previously directed the child not to use the water as it was used in violation of this plan and that the parent could not have reasonably known of the violation.

# Sec. 30-1615. - Variances.

The city manager or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one (1) or more of the following conditions are met:

- Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting a variance from the provisions of this article shall file a petition for variance with the city manager or designee within five (5) days after the plan or a

particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:

- (1) Name and address of the petitioner(s).
- (2) Purpose of water use.
- (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
- (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this ordinance.
- Description of the relief requested.
- (6) Period of time for which the variance is sought.
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
- (8) Other pertinent information.

Secs. 30-1716—30-25. - Reserved.

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**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 23<sup>rd</sup> day of April, 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	

# WATER CONSERVATION ORDINANCE APPROVAL

April 16, 2024

- Chapter 11 of the Texas Water Code and Title 30 of the Texas Administrative Code require the City to submit an updated Water Conservation Plan (WCP) and Drought Contingency Plan (DCP) to the TCEQ and TWDB every 5 years.
- The City originally adopted and implemented their WCP in 1998 and revised the Code in 2006 to include a DCP as well.
- □ Last update to the Code was in 2019 at which time the latest template was initiated as suggested by TCEQ.
- All current amendments align with the WCID Drought Contingency Plan.

# **Amendments**

- Addition to definitions:
  - Trigger: conditions that indicate when certain drought or emergency response measures will be implemented. These conditions are mild, moderate, severe, and emergency.
- Minor revisions to all Stages:
  - □ Timeline for initiation of Stage 1 was increased from three (3) to five (5) consecutive days, (b) Goal: was revised from "voluntary" to "five (5) percent" reduction, and (d) "Voluntary water" was revised to "Water".
  - □ Timeline for initiation of Stage 2 was increased from three (3) to five (5) consecutive days.
  - □ Timeline for initiation of Stage 3 was decreased from three (3) consecutive days to thirty-six (36) consecutive hours.
  - Elimination of "Critical Stage" (current stage 4) and recategorized Stage 5 (Emergency) to Stage 4.

# Amendments Cont.

□ Update of the city's historic, five-year goal, and ten-year goal for demand reduction through water conservation.

CURRENT	Historic 5 Year	5-Year Goal	10-Year Goal
CORREINI	Average (2019)	for Year 2024	for Year 2029
Total GPCD	104	110	110
Residential GPCD	67	70	70
Water Loss (GPCD)	18	1 <i>7</i>	16
Water Loss Percentage	17.31%	15.45%	14.55%

REVISIONS	Historic 5 Year Average (2024)	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Total GPCD	104	107	104
Residential GPCD	66.8	67.5	66.3
Water Loss (GPCD)	17.4	1 <i>7</i> .1	16.8
Water Loss Percentage	16.85%	16.35%	15.85%

Staff recommends that the City Council approve the ordinance adopting the revisions to Chapter 30, Article I, Water Conservation and Drought Contingency Plan.



# City of Killeen

# **Staff Report**

File Number: PH-24-011

**HOLD** a public hearing and consider an ordinance requested by TCG Engineering on behalf of GWC Holdings, LLC and McLean Commercial Ltd. **(Case #Z24-04)** to rezone approximately 195.04 acres out of the W. H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located on the west side of Featherline Drive, west of the intersection of Malmaison Road, Killeen, Texas. **(Requires a ¾ majority vote)**.

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Zoning Case #24-04: "A" (Agricultural) to "R-1" (Residential Single-Family

District)

## **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** GWC Holdings, LLC and McLean Commercial Ltd.

**Agent:** TCG Engineering

Current Zoning: "A" (Agricultural District)

**Proposed Zoning:** "R-1" (Single-Family Residential District)

FLUM Designation: 'Residential Mix' (RM)

Growth Sector Designation: 'Controlled Growth'

#### **Summary of Request:**

TCG Engineering has submitted a request to rezone approximately 195.04 acres out of the W. H. Cole Survey, Abstract No. 200 from "A" (Agricultural District) to "R-1" (Single-Family Residential District). If approved, the applicant intends to develop approximately six hundred (600) single-family lots on the property.

#### **Zoning/Plat Case History:**

The subject property was annexed into the City limits on April 30, 2004, via Ordinance No. 04-12. The property was subsequently zoned to "A" (Agricultural District) after annexation on April 26, 2005, via Ordinance No. 05-31. The property is currently not platted.

#### **Character of the Area:**

Low-density single-family residential development zoned "R-1" (Single-Family Residential

District) (Llewelyn Ranchettes)

South: Existing single-family residential property zoned "R-1" (Single-Family Residential District)

(Prairie View Estates) and a proposed battery storage facility zoned "CUP" (Conditional Use

Permit)

East: Existing single-family residential development (Yowell Ranch) zoned "PUD" for "R-1"

(Single-Family Residential District)

West: Undeveloped property zoned "A" (Agricultural District) and "B-3" (Local Business

District);

and the KISD Transportation Facility zoned "SR-1" (Suburban Residential

Single-Family District)

#### **Future Land Use Map Analysis:**

This property is located within the 'Controlled Growth' area on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

This 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages a twenty-five percent (25%) nonresidential and ninety-five percent (95%) residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

- **LU1** Use place types and complete neighborhoods as building blocks
- NH4 Build complete neighborhoods
- MC3 Improve network connectivity

The 'Controlled Growth' sector includes areas in the city limits and approved Municipal Utility Districts (MUDs) that have access to city infrastructure nearby. Development proposed in this sector will be evaluated for adherence to the Big Ideas and Recommendations of the plan, particularly those related to housing and neighborhood options, and improve Killeen's fiscal health and sustainability.

The request is consistent with the following Big Ideas of the 2022 Comprehensive Plan:

- 1. Resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul.
- 5. Neighborhoods, not subdivisions, make great places for everyone.

Staff finds that the applicant's request is consistent with the Killeen 2040 Comprehensive Plan.

#### **Development Zone Analysis:**

The property is located within Killeen Development Zone #8.

Current land use mix within this area comprises approximately: 1% non-residential uses 99% residential uses

Zoning district breakdown:
Special Districts 13.19%
Residential 47.14%

Ind. & Comm. 5.44%

Agricultural 34.23%

#### **Water, Sewer and Drainage Services:**

Provider: City of Killeen Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and is available to the subject tract.

#### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property are from Featherline Road, which is classified as a 110' wide Minor Arterial in the Killeen 2040 Comprehensive Plan. A Minor Arterial for the continuation of Malmaison Road and a Collector for the continuation of Shawlands Road is proposed in the 2022 Thoroughfare Plan. Both roadways are expected to continue through to Trimmier Road as development of the area continues. The proposed development will require the development of the proposed roadways and a Traffic Impact Analysis (TIA).

#### **PARKS AND PROPOSED TRAIL PLAN:**

There are no proposed parks or trails located on this site. Staff anticipates that the subject property will yield approximately 600 single-family lots. Changes in the overall number of residential dwellings will be assessed during platting and the parkland dedication requirements may be adjusted. Based on this number, the parkland dedication requirements would be as follows:

Parkland Dedication: 8.97 acres

Fees-In-Lieu of Parkland Dedication: \$ 450,000

Park Development Fees: \$270,000

## **Environmental Assessment:**

A Portion of the property is within both the Zone AE and Zone X FEMA-regulatory Special Flood Hazard Areas (SFHA). There is a known wetland area (PFO1C) a freshwater Forested/Shrub Wetland on the property as identified on the National Wetlands Inventory.

## **Public Notification:**

Staff notified one hundred and ninety-eight (198) surrounding property owners regarding this request. Of those property owners notified, one hundred and eleven (111) reside outside the 200-foot notification boundary required by the State, but within the 400-foot notification boundary

required by the Council, and thirty-one (31) live outside Killeen. As of the date of this staff report, staff has received twenty-nine (29) written responses in opposition to this request. The opposition amounts to approximately 26.6% of the 200-foot notification boundary.

#### **Staff Findings:**

The subject property is currently vacant and zoned "A" (Agricultural District). The surrounding area includes a mix of developed single-family residential neighborhoods and mostly undeveloped light commercial uses. Staff finds that the applicant's request is consistent with the policies and principles of the Killeen 2040 Comprehensive Plan.

Engineering has reviewed the proposed rezoning and has no comments. In response to the public feedback, Engineering provides the following responses:

- The area of this development has the needed infrastructure to support the development. There is adequate water pressure and sewer availability. Featherline is currently a 2-lane county road with roadside ditches. The capacity of a two-lane road for ideal conditions is 1,900 vehicles per hour per lane. This would equate to 3,800 vehicles per hour for a peak consideration. This capacity far exceeds the Average daily traffic of 7,966 vehicles for two directions, as stated during the public comment at the Planning and Zoning meeting.
- The City does have a long-term plan to widen and improve this corridor to urban design standards. Any improvements to the roadway as it relates to the project is reviewed at the preliminary plat and permit design. A TIA will be required to determine the need for any mitigations along Featherline based on the additional growth. The development will also be required to install sidewalks along their frontage.
- Storm drainage design for this area will include two existing outfalls that will discharge into
  Trimmer Creek tributaries that capture runoff for this area. Drainage design requirements
  will be reviewed during the preliminary plat and permit review to ensure no impact
  downstream or upstream of the proposed development.

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

N/A

Which alternative is recommended? Why?

N/A

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

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds. However, subsequent development and dedication of public infrastructure will require maintenance funds over the life cycle of future development.

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

This is not applicable.

#### Is this expenditure budgeted?

This is not applicable.

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

This is not applicable.

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

This is not applicable.

#### **RECOMMENDATION:**

Staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural) to "R-1" (Single-Family Residential District) as presented.

At their regular meeting on March 18, 2024, the Planning and Zoning Commission recommended **disapproval** of the applicant's request to rezone the subject property from "A" (Agricultural District) to "R-1" (Single-Family Residential District) by a vote of 5 to 0.

Therefore, in accordance with Killeen Code of Ordinances Sec. 31-39(e), approval of the request will require the favorable vote of three-fourths (3/4) of all the members of the City Council (6 affirmative votes).

#### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

#### **ATTACHED SUPPORTING DOCUMENTS:**

Maps

Site Photos

Letters of Request

Minutes

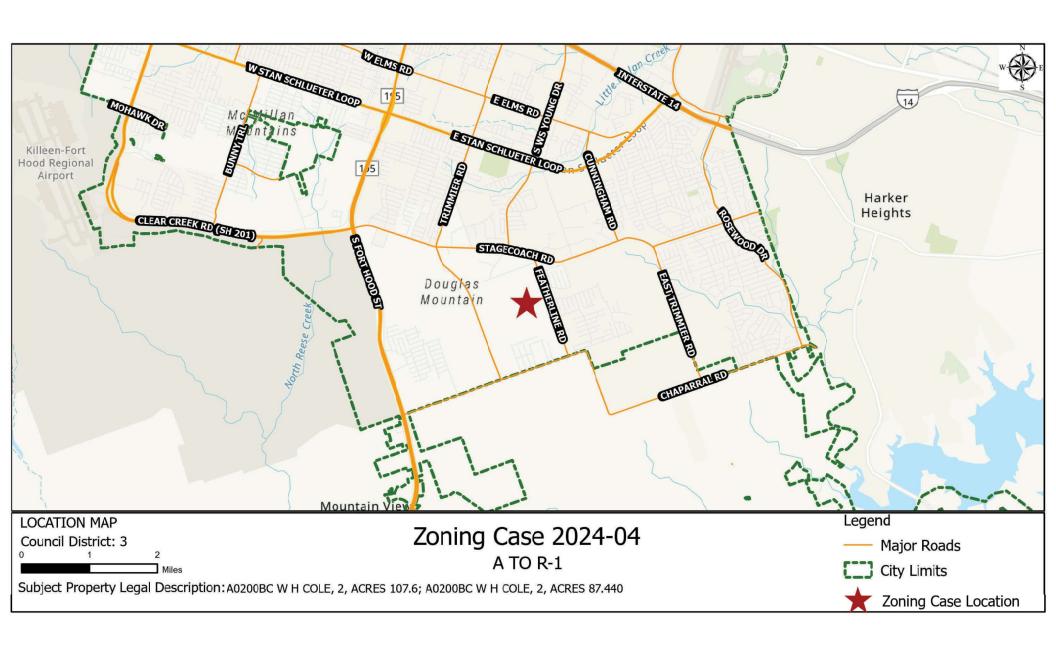
Ordinance

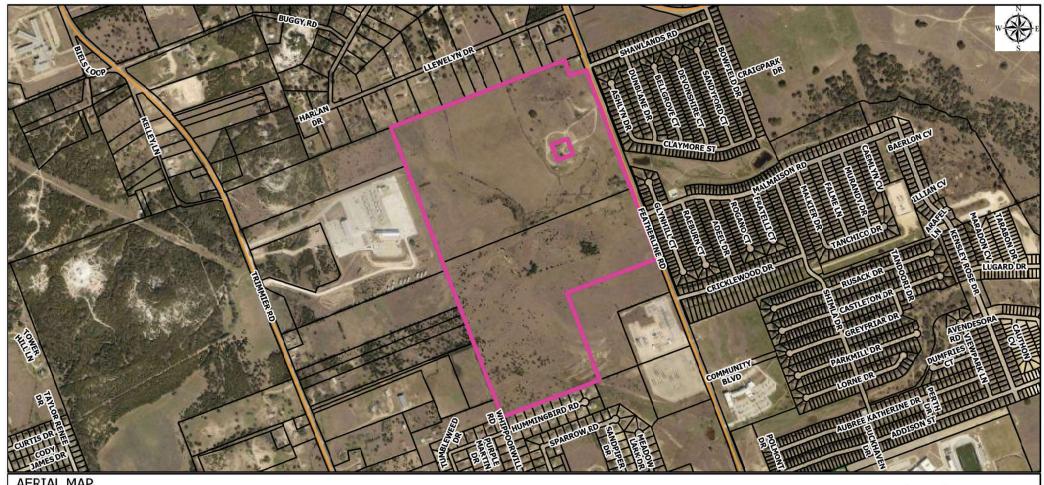
Responses

Considerations

Presentation

Staff	Renort	Continued	(PH-24-011	۱

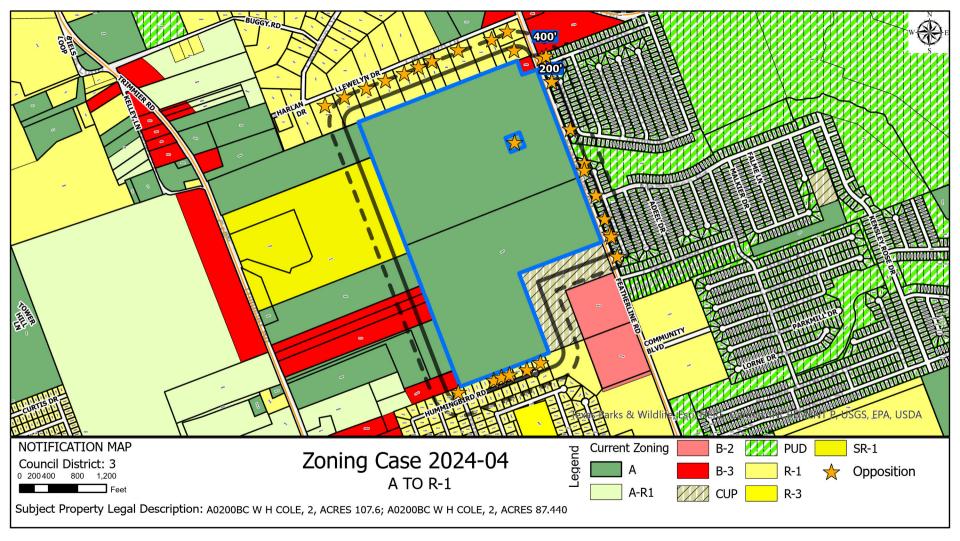




AERIAL MAP
Council District: 3
0 200400 800 1,200

Zoning Case 2024-04 A TO R-1 Legend Citylimits

Subject Property Legal Description: A0200BC W H COLE, 2, ACRES 107.6; A0200BC W H COLE, 2, ACRES 87.440



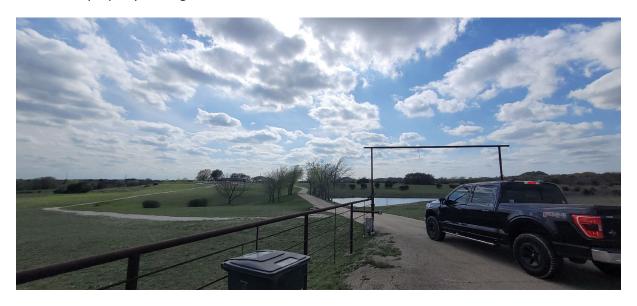


### SITE PHOTOS

Case #Z24-04: "A" TO "R-1"



View of the property looking west:



View looking east:



#### View looking south:



View of the property looking west:





To:

Killeen Planning Department

200 E Ave D, 2<sup>ND</sup> Floor Killeen, TX 76541

Attn:

Ms. Wallis Meshier, CNU-A

Date:

2/16/2024

Subject: Letter of Request for rezoning 108.60 ac on the west side of Featherline Rd (PropID 463637) from Ag to R1.

Ms. Wallis Meshier,

In a pre-application meeting on 1/23/2024 the Applicant discussed with City of Killeen (COK) staff changing zoning of the subject property and other items related to Single-Family-Detached (SFD) use. This Letter of Request is now being submitted with the Zoning Change Application requesting that zoning designation of the subject land be changed to from Ag to R1.

#### **REASON FOR REQUEST AND PROPOSED USE OF THE PROPERTY**

In recent years i) land surrounding the subject property has been developed for SFD use, police headquarters, and KISD transportation facility; ii) COK invested in CIP projects that extended major water and wastewater facilities to the subject site, and iii) the City of Killeen FLUM has been amended with the subject property being designated as Residential Mix allowing Single-Family Detached, Accessory Dwelling Unit, Bungalow Court, Townhouse, and Smallplex 2-4 Unit uses. It is no longer feasible for the subject property to be used for agricultural purposes. The Applicant is requesting the zoning designation be changed from Ag to R1; consistent with surrounding development, COK utility masterplans, and COK's 2022 Comp Plan.

#### WHETHER OR HOW THE PROPOSED CHANGE WILL IMPACT THE SURROUNDING PROPERTIES

City of Killeen utility masterplans, comprehensive plans, and infrastructure improvements contemplated the subject property being used for purposes more intense than Ag. Water transmission mains, wastewater interceptors, and nearby streets have been constructed to serve the subject property in a fully developed condition. Additionally, COK's 2015 Thoroughfare Plan designates Featherline Rd as an existing Minor Arterial and shows an east-west Collector through the subject property. In the pre-application meeting on 1/23/2024 COK staff and Applicant agreed this east-west thoroughfare is not necessary since a Collector will be constructed immediately south of the subject property. Existing water and wastewater facilities have sufficient capacity to support the requested use. Featherline Rd will likely need to be improved, as designated in the 2015 Thoroughfare Plan to support COK's police Headquarters Yowel Ranch phases 1-7, KISD's Chaparral High School, and the subject property.

#### WEHTER THE REQUEST IS CONSISTEN WITH THE FUTURE LAND USE MAP (FLUM)T

An R1 zoning change request is consistent with the City of Killeen 2022 FLUM which designates the subject property for Residential Mix; allowing Single-Family Detached, Accessory Dwelling Unit, Bungalow Court, Townhouse, and Smallplex 2-4 Unit uses.

Sincerel

Rodney Scott Cosper

254-228-9767

garrett.nordyke@thecivilgroup.com



To:

Killeen Planning Department

200 E Ave D, 2<sup>ND</sup> Floor Killeen, TX 76541

Attn:

Ms. Wallis Meshier, CNU-A

Date:

2/16/2024

Subject: Letter of Request for rezoning 87.44 ac on the west side of Featherline Rd (PropID 53268) from Ag to R1.

Ms. Wallis Meshier,

In a pre-application meeting on 1/23/2024 the Applicant discussed with City of Killeen (COK) staff changing zoning of the subject property and other items related to Single-Family-Detached (SFD) use. This Letter of Request is now being submitted with the Zoning Change Application requesting that zoning designation of the subject land be changed to from Ag to R1.

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An R1 zoning change request is consistent with the City of Killeen 2022 FLUM which designates the subject property for Residential Mix; allowing Single-Family Detached, Accessory Dwelling Unit, Bungalow Court, Townhouse, and Smallplex 2-4 Unit uses.

Sincerely,

William E. Hickman

254-228-9767

garrett.nordyke@thecivilgroup.com

### MINUTES PLANNING AND ZONING COMMISSION MEETING

March 18, 2024 CASE # Z24-04 "R-1" to "R-2"

**HOLD** a public hearing and consider a request submitted by TCG Engineering on behalf of GWC Holdings, LLC and McLean Commercial, Ltd. **(Case #Z24-04)** to rezone approximately 195.04 acres out of the W. H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located on the west side of Featherline Drive, west of the intersection of Malmaison Road, Killeen, Texas.

Mr. Millard presented the staff report for this item. He stated that if approved, the applicant intends to develop approximately six hundred (600) units of detached single-family housing on the property.

The subject property is located within the 'Controlled Growth' sector on the Growth Sector Map of the Comprehensive Plan and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM).

Mr. Millard stated that the surrounding area includes a mix of developed single-family residential neighborhoods and mostly undeveloped light commercial uses. Staff finds that the applicant's request is consistent with the policies and principles of the Killeen 2040 Comprehensive Plan. Therefore, staff recommended approval of the applicant's request to rezone the property from "A" (Agricultural District) to "R-1" (Single-Family Residential District).

Mr. Millard stated that staff has received eight (8) written responses in opposition to the request.

Commissioner Wilson stated that he agreed with the points made in the letter of opposition that was distributed to the Commissioners. He stated that the letter of opposition brought up valid points regarding the sewage and water service capabilities needed for this development, considering the City of Killeen is still in Stage 2 water restrictions.

Chairman Minor noted that concerns had been raised in 2022 by residents in Yowell Ranch regarding water pressure in this area. Ms. Meshier stated that water pressure in this area meets all TCEQ (Texas Commission of Environmental Quality) requirements.

Mr. Garrett Nordyke from TCG Engineering was present to represent the request.

Commissioner Wilson asked if the developer would be conducting a water analysis for the proposed development. Mr. Nordyke replied that they will be working with the City Engineer to ensure that there is adequate pressure and water quality.

Chairman Minor opened the public hearing at 5:15 p.m.

Mr. James Sills spoke in opposition to the request. He expressed concern that the request does not address the impact of traffic impact, water capabilities and water usage, and the FEMA regulatory areas that may be impacted by the request. Mr. Sills also mentioned that the development of a new middle school will highly affect traffic in the neighborhood, which will be further taxed by the proposed development.

Mr. Garrett Nordyke spoke in support of the request. Mr. Nordyke noted that this request is for land use only, and that more work would be required before the property could be fully developed. Mr. Nordyke stated the concerns mentioned by Mr. Sills would be addressed during the platting and building permitting processes.

With no one else wishing to speak, the public hearing was closed at 5:21 p.m.

Commissioner Wilson moved to recommend disapproval of the request as presented. Commissioner Gukeisen seconded, and the motion passed by a vote of 5 to 0.

From: Jerry L. Millard
To: JoAnn Mathis

**Subject:** FW: pending development (case #Z24-04) **Date:** Tuesday, March 12, 2024 4:53:00 PM

Attachments: image002.png

image003.png image004.png

He is #26

Please let me know if I can assist further.

Thank you,

Jerry



Jerry L. Millard, Jr Planning Department Senior Planner O. 254,501,6591

website | map | email | 🚹 💟 5

Dedicated Service – Every Day for Everyone!

From: Frank Weaver <frankweaver\_newcreations@yahoo.com>

Sent: Tuesday, March 12, 2024 2:20 PM

**To:** Jerry L. Millard <JMillard@killeentexas.gov> **Subject:** pending development (case #Z24-04)

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know that the content is safe. Never enter your password or other sensitive information on linked web pages contained in this email unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk at 254-501-8900.

FRANK WEAVER 254-394-1222 8100 FEATHERLINE RD.

COMMENTS / I NEED TO BE ABLE TO BUY 30 FEET ON THE NORTH SIDE OF MY PROPERTY LINE TO BE ABLE TO GET IN & OUT MY GARAGE BECAUSE MY PROPERTY LINE IS RIGHT IN THE MIDDLE OF MY DRIVEWAY. IF THE DEVELOPER WILL SALE ME THE THIRTY FEET ALONG THE NORTH SIDE OF MY LAND I WILL NOT HAVE AN ISSUE WE THE DEVELOPMENT. I HAD TALKED TO MR. WAYNE COSPER ABOUT THIS MATTER TWO TIMES IN TH PAST & HE SAID THAT WE ADDRESS THIS ISSUE.

THANK YOU FRANK WEAVER

I reside in Llewellyn Estates in Killeen, TX, and this petition serves as my opposition for Case #Z24-04 to rezone 195.04 acres of the W H Cole Survey, Abstract No. 200 (1,000 feet south of the intersection of Llewellyn Ln and Featherline Rd.) from "A" (Agricultural District) to "R-1" (Single-Family Residential District). At present, the proposed zoning does not address impacts to sewage/wastewater expansion, water run-off and water serviceability, FEMA 2022 identified Floodway, Traffic, required expansion or improvement of Featherline Rd. as a Minor Arterial, or the noise pollution caused by the KISD Bus Barn.

According to TxDOT Statewide Planning Map, Featherline had an Average Daily Traffic (ADT) rate of 7,966 in 2022 (see Figure 1).



Figure 1 - ADT Featherline Rd.

By comparison, Stagecoach Rd with 5 lanes, had an ADT of 8,263. Featherline falls within Rural or Suburban Arterial requirements within Clear Zones classifications (See Figure 2).

		AMERICA W- XAV	AV CICAL STATES				
Location	Functional Classification	Design Speed (mph)	Avg. Daily Traffic <sup>2</sup>				
	4-	~		Minimum	Desirable		
Rural	Freeways	All	All	30 (16 for ran	ips)		
Rural	Arterial	All	≤ 750 ≥ 750	16 30	30		
Rural	Collector	≥ 50	Ail	Use above rur	al arterial criteria		
Rural	Collector	≤ 45	All	10			
Rural	Local	All	All	10			
Suburban	All	All	< 8,000	10%	106		
Suburban	All	All	8,000 - 12,000	106	206		
Suburban	All	All	12,000 - 16,000	106	256		

Table 2-12: 4R Clear Zones

Figure 2 - Clear Zone Classifications

Featherline currently does not meet the rural arterials requirements of 10-11ft Clear Zones for either classification. Lane width must be 11ft. with a designated shoulder width of 3ft as an Urban or Suburban Street or Roadway which Featherline does not have (See Figure 3 and 4).

Table 3-1: Geometric Design Criteria for Lyban Streets

Item   Functional		Desirable	Minimum			
Design Speed (mph)	A2	) Up to 60	34)			
Horizontal Radius	AB	Sec Table 2-3, Table 2	4. and Table 2-5			
Maximum Cirade (* i)	Att	See Table 2-9	and the state of the property of the state o			
Stopping Sight Distance	AN	See Table 2-1 and Figure 2-3				
Width of Travel Lanes (ft)	Artenal	12	11			
	Collector	112	38-2			
	Local	122	312.5			
Curb Parking Lane Width (ft)	Artenal	112	H)4			
	Collector	į to	89			
	Local	19	83			
Shoulder Width (II), Uncurbed Urban Streets <sup>22, 13</sup>	Artenat	§ 10	45			
Streets	Collector	\$	34			
	Local	8	26			
Width of Speed Change Lanes (ft)	Asterial and Collector	14-12	(0)			
	Local	10-127	9			
Office to Face of Cush (fi)	AB	, 2	1			
Median Width	Aŭ	Sec Madians				
Border Width (fi)	Arterial and	20)	15			
	Collector		. 1			
	g A. a modern	263,4				
Right-of-Way Width	AR	Vertable	COMMUNICATION CONTRACTOR DE CO			
Clear Sidewalk Width (ft)27	IAII .	6-8111	5			
On-Street Bicycle Lane Walth	Alt	See Chapter 6, Biessele Facilities				
Superelesenium	All	Ser. Chapter 2. Superschendings. Bate. Superclevation Transition Placement, Superclevation Transition Placement, Superclevation Transition Placement.				
Vertical Cleanance at New Structures	All	See Lable 2-11				
Clear Zome Width	AR	See Table 2-12				
Turning Radii	AR	See Chapter 7, Minson But Turns	nn Designs for Truck and			

Figure 3 - Urban Design Criteria

Table 3-5: Geometric Design Criteria for Suborban Roadways

laren	Functional Class	Desirable	Minimum
Design Speed (mph)	A3 60		50
Horizontal Radius	All	See Table 2-4 and 2	3-5
Maximum Grade (%)	All	See Table 2-9	
Supping Sight Distance	RA	See Table 2.1. Figu	rre 2-3
Width of Travel Lanus (ft.)	Arterial Collector Local	12 12 12	445 41 <sup>2</sup> 15 <sup>2</sup>
Cush Parking Lane Width (IL)	Afl	N	APAC.
Shoulder Width (ft. f <sup>e.*</sup>	RA	10	4
Width of Speed Change Lanes(0.)3	All	12	19
Offset to Face of Curb (ft.)	All	2	3
Median Widih	Añ	See Madians, Urba	n Streets
Border Wrâth (ft )	Arterol Cullector Local	20 30 10	15 15 10
Right-of-Way Width (N.)	All	Vari	ante <sup>d</sup>
Sidewalk Width (ft.)	All	6-83	5
Super edic visit ion	All	See Chapter T. Superclexaint Superclevation Transition Len Superclevation Transition Plu Superclevation Transition Typ	
Clear Zone	All	See Table 2:12	
Vertical Clearance for New Structures (ft.)	AR	See Tal	de 2-11
Turning Radis	Au	See Chapter 7, Min Track, and Bin Torr	

Figure 4 - Suburban Design Criteria

Featherline does not contain any wastewater or water run-off capture or diversion. Featherline does not contain any sidewalks or designated crossing areas to support foot traffic to and from newly built schools or stores. As of today, there are no Engineering Projects assigned for expansion or improvement of Featherline Rd. or water supply/services on the KilleenGIS site.

The KilleenGIS FEMA 2022 floodway report shows a significant portion of rezoned area falls within floodway and portions of Yowell Creek (See Figure 4).

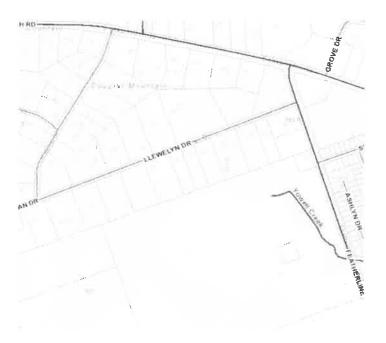


Figure 5 - FEMA 2022 Floodway

This floodway (blue shaded area) serves as a natural water run-off for Llewellyn Estate residents as we currently have no street drainage system or capture/diversion system provided by the City of Killeen. The proposed case does not address increased traffic of adding a 100 to 400 housing subdivision homes or the ability to address lack of right-of-way additions and turning radii onto Chaparral Rd for buses or large trucks. The proposed case also does not address water supply and serviceability with these additions as we continue to operate in Stage 2 and Stage 3 water restrictions. According to notes in Comprehensive Plan 2022, there are complaints of water pressure issues for Yowell Ranch residents and amenities (ex. Splashpad and pool) (see Figure 4 and 5).

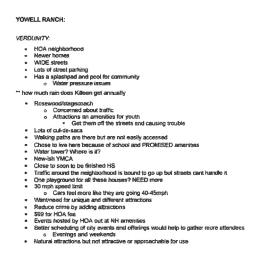


Figure 6 - Yowell Ranch Complaint

TBG:

[Moved here because schools & the amenities and HOA] Only community in Killeen with HOA and amenities.

• Communication by city and staff, not good

• New growth versus serving existing growth on south side.

• Water pressure – worse w/ more residents

• Kitchen / shower

• Fire issues

Figure 7 - Yowell Ranch Complaint

Deenwood Estates

Currently, the KISD Bus Barn houses upwards of 80 buses equipped with 90-110 decibel horns. Every morning, the buses "test" these horns prior to departure. On most occasions, the drivers press the horn anywhere from 3-8 times per "test". 90-110 decibels is equivalent to being at a loud concert or next to a small plan engine. Multiple busses conduct this test simultaneously and the noise can be heard several hundred feet away within Llewellyn Estates. These "tests" can occur from 430am to 7am. The noise pollution from the buses has impacted the residents and natural wildlife in the area.

From the Killeen Comprehensive Plan 2022 (Comp Plan), quoted "developers' focus on building exclusively new single-family homes for entry-level buys hurts Killeen's ability to offer a wider variety of options to residents. The result? It pulls demand away from the resale and reinvestment market." Currently, there are over 721 homes for sale in just Killeen which does not include homes under development in Levy Crossing, Turnbo Ranch, Thousand Oaks, Yowell Ranch, and Boggs Ranch. Active Listings are up 67% YoY with Closed Sales are down 24% YoY (see Figure 8).



Figure 8 - Killeen Market Stats

There is no need to add Single Family Housing other than to generate tax revenue for the city. According to the Comp Plan, Agriculture contains a negative Net Revenue Per Acre (~ \$2,144) while Single Family is \$1,361 per Acre (See Figure 9).

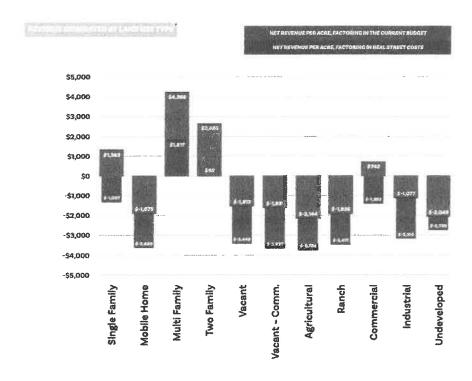


Figure 9 - Net Revenue per Acre

Yowell Ranch is currently one of largest Revenue Per Acre locations in Killeen. The Proposed rezoning is purely based on revenue and not actual need. There are numerous homes available in Killeen, and current data shows this trend will continue for the foreseeable future.

The continued new home expansion in South Killeen will eventually lead to the same situation the city has in North Killeen. There is no commercial or service infrastructure to support the continue home development expansion in South Killeen, and it will lead to a further exodus of families and communities as shown in North Killeen. Abstract No. 200 should remain Agricultural to preserve the natural water run-off, wildlife and livestock habitats, and to reduce overall traffic and unneeded city expenditures.

## Opposition and Protest for City of Killeen Case Number Z24-04

We, the undersigned residents of the City of Killeen, TX, oppose and protest Case Number Z24-04 to rezone 195.04 acres of the W H Cole Survey, Abstract No. 200 (1,000 feet south of the intersection of Llewellyn Ln and Featherline Rd.) from "A" (Agricultural District) to "R-1" (Single-Family Residential District). In accordance with Sec. 211.006 (d) of the Texas Local Government Code, we affirm we own property within 200 feet of the rezoning location, and we understand this document will be submitted to the City of Killeen City Council.

Reasons for opposition and protest are as follows: lack of financial impact analysis, lack of traffic impact analysis, lack of water supply and wastewater management impact analysis, missing FEMA 2022 identified Floodway management and impacts, Featherline Rd. does not meet minor arterial requirements as documented by TxDOT, Bell Country, and City of Killeen, and lack of analysis for potential noise pollution caused by KISD Transportation Bus Facility for any new residents.

Note: Water Pressure Issues is an opinion of the owner for low water pressure in home or Yowell Ranch amenities (ex. Splashpad, Pool, etc.). Traffic Congestion is an opinion of the owner for entering, leaving, and/or traveling on Featherline Rd.

Name of Owner	Address	Signature /	Water Pressure Issues	Traffic Congestion
Diller Family Revocable Trust	567 Llewellyn Dr	The toll		
Schneider, Emil Walter	619 Llewellyn Dr	Enhil Wellemeich		1985
Sills, James	701 Llewellyn Dr	19 - 60		Yps
Sills, Christopher	743 Llewellyn Dr			Yas
Donnelly, Christopher	785 Llewellyn Dr	Men S		425
Cannon, Darrell	825 Llewellyn Dr	men (a		V
Young, Barbara	863 Llewellyn Dr	Barbara Gloven 9		
Oletha Investments LLC	899 Llewellyn Dr			
Copeland, Elizabeth	929 Llewellyn Dr	15/60		
Xin, Guo Wei	1011 Llewellyn Dr	5		
Gooden, Jimmy	1041 Llewellyn Dr	Term/Lend		
Caviness, James	1075 Llewellyn Dr	Dant-		
Caviness, James	Featherline Rd.	002		
Weaver, Frank	8100 Featherline Rd			
Byrd, Tony	1209 Hummingbird Rd			
Jefferson, Darrell	1211 Hummingbird Rd	Oakelillaion	av	
Williams, Andre	1213 Hummingbird Rd	9.11		
Grant, Cathy	1215 Hummingbird Rd			

# Opposition and Protest for City of Killeen Case Number Z24-04

Name of Owner	Address	Signature	Water Pressure Issues	Traffic
Maclin, Lonnie	1217 Hummingbird Rd			
Johnson, Hosie Lee	1219 Hummingbird Rd	- form		105
West, Eric	1221 Hummingbird Rd	1 Dela		Yas
Gainey, Annette	1223 Hummingbird Rd	Tosso Or Danney		
Walker, Nathan	1225 Hummingbird Rd	0		
Stewart, Charles	1227 Hummingbird Rd	Charles Ste of		
LOYDA VEGA	1229 Hummingbrid Rd	Lulla	485	Y 8 5
Owens, Christopher	3101 Shawlands Rd	autita bu en jain aux		
Dukes, Lekendrick	3103 Shawlands Rd	2		Yes
Dillard, Adrian	3100 Shawlands Rd			
Stokes Du Bose Family Living Trust	9001 Ashlyn Dr			
Fowler, Raymond	9003 Ashlyn Dr	2. < 97	Ves	VCS
Jones, Jasmin	9005 Ashlyn Dr	170 C	1	
Llerena, Jose	9007 Ashlyn Dr			
Esposito, Ronald	9009 Ashlyn Dr			
Barrios-Nunez, Tulio	9011 Ashlyn Dr			
Marrero, Wilfredo	9101 Ashlyn Dr			
Moore, Janice	9103 Ashlyn Dr			
Bogues, Shannon	9105 Ashlyn Dr			
Davis, Melissa	9107 Ashlyn Dr			
Beard, Timothy	9109 Ashlyn Dr			
Goss, Tiffiney	9111 Ashlyn Dr			
Ortega, Gabriel	9201 Ashlyn Dr	Him Due Delos	Ves	Ves
Kellum, Aaron	9203 Ashlyn Dr			1-
Nelson, Brian	9401 Glynhill Ct	1		45
Stewart, Gordon	9403 Glynhill Ct	DAKIEN -		Yes
Burgos-Roman, Carlos	9405 Glynhill Ct			
Christian, Jacky	9407 Glynhill Ct			

## Opposition and Protest for City of Killeen Case Number Z24-04

	Name of Owner	Address	Signature	Water Pressure Issues	Traffic Congestion
1	Mendoza, Michael	9409 Glynhill Ct			
	Thomas, Roslyn	9411 Glynhill Ct			
Annual contract	Williams, Tamarious	9415 Glynhill Ct	Atalena Wellees		1
	Cunningham, Jonah	9509 Glynhill Ct			
	Gutierrez, Adriana	9511 Glynhill Ct	Affresinge	1	
The second	Lott, Angela	9513 Glynhill Ct			
	Green, Ryan	9515 Glynhill Ct			
R	Villareal, Sandra	9517 Glynhill Ct			
	Henderson, Nivea	9601 Glynhill Ct			-
	Roberts, Ian	9603 Glynhill Ct	alla		
	Lepere, Tyler	9605 Glynhill Ct	The Love	1	
	Smith, Jonathan	9607 Glynhill Ct			
	Young, Stacey	9609 Glynhill Ct			
	Hayunga, Justin	9611 Glynhill Ct			
	Harrison, Johnnie	9613 Glynhill Ct			
		9615 Glynhill Ct			
	Pardo, Peter	9617 Glynhill Ct	26		
	Lugo, Jose	9701 Glynhill Ct	100		

YOUR NAME: Jackie Stavart	PHONE NUMBER: 254 258 72
ADDRESS OF PROPERTY OF AUTOMATICAL PORTERS OF PROPERTY OF AUTOMATICAL PROPERTY OF AUTOMATICAL PROPERTY OF AUTOMATICAL PORTERS OF PROPERTY OF AUTOMATICAL PORTERS	Killeen Tx76542
Due to circumstances beyond our control with the As well as at this time in our lives we can neither af We are not a stranger to Killeen's rezoning and emit has happened to us before.  So, I know this is a moot, the project is already move through the motions of letting people have their sate That being said I wanted it noted that my family an Your Lithium-ion battery storage project. I think it is It is also unfair to people, pets, the environment, st For what it is worth I thank you for your time.	inent domain practices,  ving forward you are just going ay. Id I are TOTALLY AGAINST is a danger to this area.

P.O. Box 1329 Killeen, Texas 76541• 254.501,7648 • Fax 254.501.7628 www.KilleenTexas.gov

<b>ORDINANCE</b>						

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY AMENDING THE ZONING OF APPROXIMATELY 195.04 ACRES OUT OF THE W. H. COLE SURVEY, ABSTRACT NO. 200, FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, TCG Engineering on behalf of GWC Holdings, LLC and McLean Commercial Ltd., presented to the City of Killeen, a request for an Amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 195.04 acres out of the W. H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "R-1" (Single-Family Residential District), generally located on the west side of Featherline Drive, south of the intersection of Llewelyn Drive, Killeen, Texas;

**WHEREAS**, the Planning and Zoning Commission of the City of Killeen, following a public hearing on the 18<sup>th</sup> day of March 2024, duly recommended disapproval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on April 23, 2024, at the City Hall, City of Killeen; and

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

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

**SECTION I.** That the zoning classification of approximately 195.04 acres, out of the W. H. Cole Survey, Abstract No. 200, be changed from "A" (Agricultural District) to "R-1" (Single-Family Residential District) for the properties generally located on the west side of Featherline Drive, south of the intersection of Llewelyn Drive, Killeen, Texas.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 23<sup>rd</sup> day of April 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:
ATTEST:	Debbie Nash-King, MAYOR
Laura J. Calcote, CITY SECRETARY  APPROVED AS TO FORM:	
Holli C. Clements, CITY ATTORNEY	
Case #24-04 Ord. #24-	

#### CONSIDERATIONS

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

#### A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

#### B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

#### C. Conditions to Consider

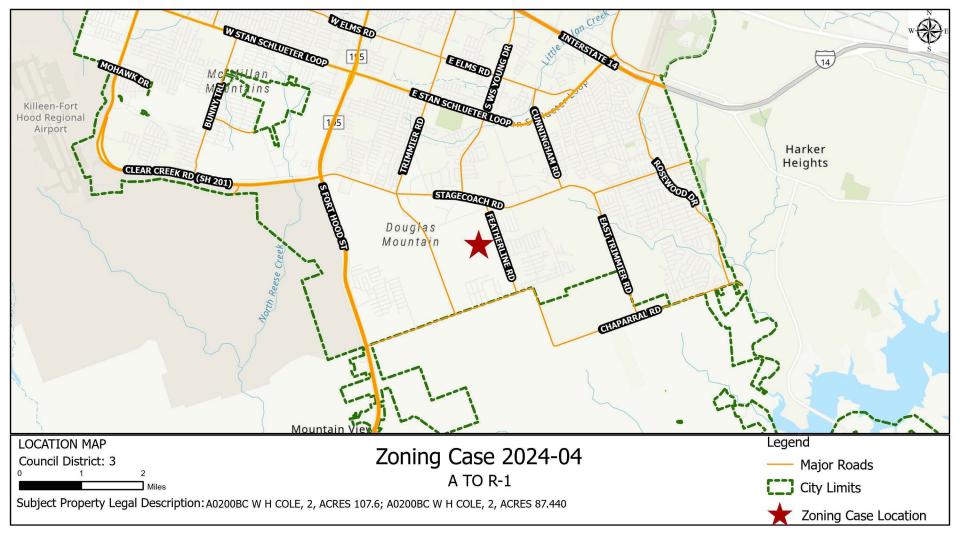
- Occupation shall be conducted only by members of family living in home.
- 2. No outside storage or display
- 3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
- 4. Cannot allow the performance of the business activity to be visible from the street.
- 5. Cannot use any window display to advertise or call attention to the business.
- 6. Cannot have any signs
- 7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
- 8. No retail sales.
- 9. Length of Permit.



CASE #Z24-04: "A" TO "R-1"

## Case #Z24-04: "A" to "R-1"

HOLD a public hearing and consider a request submitted by TCG Engineering on behalf of GWC Holdings, LLC and McLean Commercial Ltd. (Case #Z24-04) to rezone approximately 195.04 acres out of the W. H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "R-1" (Single-Family Residential District). The subject property is generally located on the west side of Featherline Drive, south of the intersection of Llewelyn Drive, Killeen, Texas.





AERIAL MAP
Council District: 3
0 200 400 800 1,200

Zoning Case 2024-04 A TO R-1

Legend Citylimits

Subject Property Legal Description: A0200BC W H COLE, 2, ACRES 107.6; A0200BC W H COLE, 2, ACRES 87.440

- 5
- □ TCG Engineering has submitted this request to rezone approximately 195.04 acres on the west side of Featherline Road from "A" (Agricultural District) to "R-1" (Single-Family Residential District).
- If approved, the applicant intends to develop approximately six hundred (600) detached single-family homes on the property.

## Case #Z24-04: "A" to "R-1"

View of the subject property looking north:



View of the subject property looking south:



### Case #Z24-04: "A" to "R-1"

View from the property looking east across Featherline Road:



## Case #Z24-04: "A" to "R-1"

View of the property looking west:



# Comprehensive Plan Analysis

- □ The subject property is designated 'Residential Mix' on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- □ The 'Residential Mix' place type' promotes up to 25% non-residential and up to 95% residential uses.
- Staff finds that the applicant's request is consistent with the 'Residential Mix' place type.

# Comprehensive Plan Analysis

- □ The subject property is designated 'Controlled Growth' on the Growth Sector Map of the Comprehensive Plan.
- This sector includes areas in the city limits that have access to city infrastructure in close proximity.
- Development proposed in this sector will be evaluated for adherence to the Big Ideas and Recommendations of the plan, particularly those related to housing and neighborhood options and improve the fiscal health and sustainability of Killeen.

# Comprehensive Plan Analysis

- Staff finds that this request supports or furthers the following Killeen 2040 Comprehensive Plan recommendations:
  - LU1 Use place types and complete neighborhoods as building blocks.
  - **NH4** Build complete neighborhoods.
  - MC3 Improve network connectivity.

# Development Zone Analysis

- The property is located within Killeen Development Zone #8.
- The current land use mix within this area comprises approximately:
  - □ 1% non-residential uses
  - □ 99% of residential uses
- Zoning district breakdown:
  - Special Districts 13.19%
  - Residential 47.14%
  - □ Commercial 5.44%
  - Agricultural 34.23%

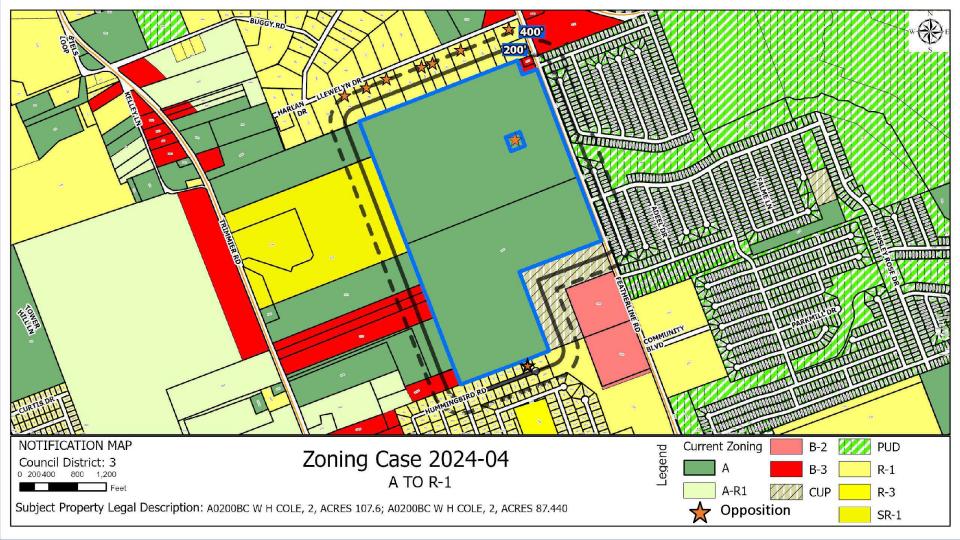


## **Public Notification**

- Staff notified one hundred and ninety-eight (198) surrounding property owners regarding this request.
- Of those property owners notified, one hundred and eleven (111) reside outside the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by the Council, and thirty-one (31) live outside Killeen.

## **Public Notification**

- □ To date, staff has received twenty-nine (29) written responses in opposition to this request.
- □ The opposition amounts to approximately 26.6% of the 200-foot notification boundary.



# Staff Findings

- Staff finds that the applicant's request is consistent with the recommendations outlined in the Killeen 2040 Comprehensive Plan.
- Staff is of the determination that approval of the applicant's request would have no negative impacts on the surrounding properties. All requirements regarding water and wastewater infrastructure, drainage, and traffic will be addressed during the platting phase of development.

## Staff Recommendation

Therefore, staff recommends approval of the applicant's request to rezone the subject property from "A" (Agricultural District) to "R-1" (Single-Family Residential District) as presented.

## Commission Recommendation

- At their regular meeting on March 18, 2024, the Planning and Zoning Commission recommended <u>disapproval</u> of the applicant's request by a vote of 5 to 0.
- Therefore, in accordance with Killeen Code of Ordinances Sec. 31-39(e), approval of the request will require the favorable vote of three-fourths (3/4) of all the members of the City Council (6 affirmative votes).



#### City of Killeen

#### **Staff Report**

File Number: PH-24-012

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

DATE: April 16, 2024

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

**SUBJECT:** Budget Amendment

#### **BACKGROUND AND FINDINGS:**

This budget amendment addresses the following 25 items:

#### Offset Bunker Gear Costs with Fire & EMT Academy Fees:

 Allocate projected revenue from upcoming Fire Academy and EMT Academy Fees to offset the cost of trainee bunker gear.

#### Reimburse Fire Department Overtime with Wildfire Revenue:

 Allocate revenue generated from Wildland Fire Deployments to cover reimbursable overtime costs incurred during the deployments.

#### Rifle Resistant Body Armor Grant Appropriation:

 Appropriate the revenue received from the Rifle Resistant Body Armor grant, with the expenditure budget carried forward on a previous budget amendment.

#### SHAPR Grant for WWE Instructor Program:

 Allocate revenue and expenses for a Supporting Healthy Aging through Parks and Recreation (SHAPR) grant from the National Parks and Recreation Association to fund a Walk with Ease (WWE) instructor program.

#### Revitalization Allocation:

 Allocate excess interest revenue to provide additional funds for code enforcement abatements and facade grants, supporting revitalization efforts.

#### Police to Finance Personnel Budget Transfer:

 Transfer personnel service budgets from Police to Finance departments, in conjunction with two positions moving, the Finance Manager and Billing Specialist positions.

#### Real Time Crime Center Funding from Seizure Funds:

 Allocate revenue and expense budget based on the amount collected from seizure funds intended for the Real Time Crime Center hardware, renovation, and furniture.

• Fire Department Mattress Donation Expense:

 Appropriate revenue and expense for a donation received by the Fire Department to purchase mattresses.

#### Closeout Budget for CO 2011 Fund:

 Appropriate budget to close out Fund 343 Certificates of Obligation 2011 and transfer to Governmental Capital Projects Fund 349.

#### Closeout Budget for CO 2014 Fund:

 Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349.

#### CIP Contingency Transfer for Ambulance Chassis:

 Transfer funds from the CIP Contingency to cover the increased cost of three ambulance chassis, following official notice from Ford that the original quote was not honored.

#### Additional Funds for Water & Sewer Equipment:

 Appropriate additional Water & Sewer CIP funds for radio and toolboxes for equipment.

#### Adjustment for W&S Crane Truck Costs:

 Allocate additional expenses to accommodate the increased cost of a W&S Crane Truck, which was initially budgeted in FY 2022 and faced multiple manufacturing delays.

#### Airport Terminal Program Grant Allocations:

 Revenue and expense allocations for the Airport Terminal Program (ATP) grant with TXDOT pertaining to the new Skylark Terminal building construction.

#### TxVEMP Grant for Airport Equipment Replacement:

Allocate revenue and expenses for the replacement of older diesel-powered Airport
Ground Support equipment with new, all-electric models through the Texas
Volkswagen Environmental Mitigation Program (TxVEMP) Grant from the Texas
Commission on Environmental Quality (TCEQ), and include additional funds budgeted
from the Customer Facility Charge fund to cover equipment cost overage.

#### • Establish Golf Course Enterprise Fund:

 Allocate funds from the General Fund to establish the Golf Course Enterprise Fund, using the surplus revenue over expenses from the FY 2023 annual report.

#### Transfer Trailer from Solid Waste Fund:

 Allocate funds to facilitate the transfer of a trailer from the Solid Waste Fund to the General Fund.

#### Budget Allocation for Transfer Station Fire Claim:

 Allocate the budget for the insurance claim related to the Transfer Station fire that occurred in FY 2023.

#### • City of Harker Heights Payment Allocation:

 Per CCMR 23-135R, allocate a one-time payment from the City of Harker Heights in conjunction with the Restated and Amended Wastewater Disposal contract with WCID #1.

#### Debt Service Budget Adjustment for Utility Collections Leased Equipment:

 Allocate additional funds in the debt service budget to accommodate the increased lease cost of a large new utility bill printer and mail machine at Utility Collections.

#### Fleet Management Software Fund Transfer:

Appropriate the budget for transfer of funds from Fleet Services Fund to Information
 Technology Fund for the purchase of Fleet Management Software.

#### Unassigned Fund Balance for Fire Station #4:

 Appropriate unassigned fund balance in the Governmental CIP Fund to cover additional construction costs for the Fire Station #4 project.

#### Excess Fund Balance Transfer for Capital Projects:

 Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy; Allocate additional construction costs for the Fire Station #4 project and the roof at the Rosa Hereford Community Center project; allocate additional equipment purchase costs for Solid Waste CIP.

#### Election Equipment Purchase Fund Transfer:

 Transfer funds from debt service-lease accounts to department expense accounts to purchase election equipment instead of leasing it as initially budgeted, offsetting the difference with additional interest income revenue.

#### Establishment of Development Services Special Revenue Fund:

 A new fund has been set up to restrict revenue from Vacant Structure Permits and Technology Fees, with this budget amendment shifting collected funds from the General Fund to the new Development Services Special Revenue Fund.

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

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

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

#### Which alternative is recommended? Why?

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

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

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

#### **FINANCIAL IMPACT:**

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

This FY 2024 budget amendment includes the following:

#### Grant Related Appropriations Revenues Expenditures

Aviation AIP Grants Fund \$1,500,000 \$1,500,000

Aviation CIP Fund 700,000 400,000 General Fund-Grant 366,000 289,214

Aviation CFC Fund - 30,000 **Total \$2,566,000 \$2,219,214** 

Non-Grant Related Appropriations Revenues Expenditures

Governmental CIP Fund \$6,084,224 \$7,969,302

 Solid Waste CIP Fund
 2,382,453
 2,382,453

 Water & Sewer CIP Fund
 1,951,374

 Water & Sewer Fund
 1,039,778
 1,970,474

Drainage Utility CIP Fund 824,747

Development Services SRF 440,283 381,918

Information Technology Internal Service Fund 148,540 148,540

Solid Waste Fund 122,000 2,500,453 General Fund 101,265 5,336,358

Golf Course Fund 73,843 -

Police State Seizure 58,304 58,304

Fire Dept Special Revenue 3,000 3,000 Certificate of Obligation 2011 - 1,063,533

Drainage Utility Fund - 824,747

Aviation Fund - 300,000

Fleet Internal Service Fund - 148,540
Certificate of Obligation 2014 - 56,175 **Total \$13,229,811 \$23,143,797** 

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

One-time

#### Is this revenue/expenditure budgeted?

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

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

N/A

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

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

#### **RECOMMENDATION:**

City Council approve the ordinance amending the FY 2024 Annual Budget

#### **DEPARTMENTAL CLEARANCES:**

Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

Presentation

ORDINANCE NO
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2024 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the budget amendment requires City Council approval;

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

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

#### Revenues:

acant Structure Permit  new fund has been set up to restrict revenue from Vacant tructure Permits and Technology Fees, with this budget mendment shifting collected funds from the General Fund to e new Development Services Special Revenue Fund  Budget Change Sub-total  Account Sub-total	(7,500) (7,500)	\$	7,500
tructure Permits and Technology Fees, with this budget mendment shifting collected funds from the General Fund to e new Development Services Special Revenue Fund  Budget Change Sub-total  Account Sub-total	, ,		
mendment shifting collected funds from the General Fund to e new Development Services Special Revenue Fund  Budget Change Sub-total  Account Sub-total	, ,		
e new Development Services Special Revenue Fund  Budget Change Sub-total  Account Sub-total	, ,		
Budget Change Sub-total Account Sub-total	(7,500)		
Account Sub-total	(7,500)		
			_
achnology Food			
echnology Fees		\$	120,000
new fund has been set up to restrict revenue from Vacant tructure Permits and Technology Fees, with this budget mendment shifting collected funds from the General Fund to	(120,000)		
· ·	(120.000)		
Account Sub-total	( :,:::/		-
ther Egrants		\$	
ppropriate the revenue received from the Rifle Resistant Body			
rmor grant; expenditure budget was carried forward on a revious budget amendment	76,786		
Budget Change Sub-total	76,786		
Account Sub-total			76,786
tri ne tr	ucture Permits and Technology Fees, with this budget endment shifting collected funds from the General Fund to new Development Services Special Revenue Fund  Budget Change Sub-total  Account Sub-total  ner Egrants propriate the revenue received from the Rifle Resistant Body nor grant; expenditure budget was carried forward on a vious budget amendment  Budget Change Sub-total	ucture Permits and Technology Fees, with this budget endment shifting collected funds from the General Fund to new Development Services Special Revenue Fund  Budget Change Sub-total (120,000)  Account Sub-total (120,000)  ner Egrants propriate the revenue received from the Rifle Resistant Body nor grant; expenditure budget was carried forward on a 76,786 vious budget amendment  Budget Change Sub-total 76,786	ucture Permits and Technology Fees, with this budget endment shifting collected funds from the General Fund to new Development Services Special Revenue Fund    Budget Change Sub-total   (120,000)     Account Sub-total

Revenues (continued) Account Number	Description	Budget Change		Budget
010-0000-331.02-04	Other Grants	- Lauget Grange	\$	-
010 0000 001.02 04	Allocate revenue generated from Wildland Fire Deployments to		Ψ	
	offset reimbursable overtime costs incurred during the	249,105		
	deployments	240,100		
	Budget Change Sub-total	249,105		
	Account Sub-total	249,103		249,105
	Account oub-total			243,103
010-0000-331.03-01	Dept of Health & Human Services		\$	_
010 0000 001.00 01	Allocate revenue and expenses for a SHAPR grant from the		Ψ_	
	National Parks and Recreation Association, funding a Walk with			
	Ease (WWE) instructor program aimed at promoting physical	4,000		
	activity in everyday life			
	Budget Change Sub-total	4,000		
	Account Sub-total	4,000		4,000
	Account oub-total			4,000
010-0000-334.02-05	TEEX-Task Force		\$	_
0.0000000.0200	Allocate revenue generated from Wildland Fire Deployments to		Ť	
	offset reimbursable overtime costs incurred during the	36,109		
	deployments	50,105		
	Budget Change Sub-total	36,109		
	Account Sub-total			36,109
010-0000-342.02-04	Fire Academy Fees		\$	200,000
0.000000.2.020.	Allocate projected revenue from upcoming Fire Academy and			•
	EMT Academy Fees to offset the cost of trainee bunker gear	44,000		
	Budget Change Sub-total	44,000		
	Account Sub-total	•		244,000
010-0000-361.05-00	Interest Revenues		\$	1,281,512
	Transfer funds from debt service-lease accounts to department			
	expense accounts to purchase election equipment instead of	24.765		
	leasing it as initially budgeted, offsetting the difference with	34,765		
	additional interest income revenue			
	Allocate excess interest revenue to provide additional funds for	150,000		
	abatement and facade grants, supporting revitalization efforts	150,000		
	Budget Change Sub-total	184,765		
	Account Sub-total			1,466,277
208-0000-336.01-01	Seizures		\$	-
	Allocate revenue and expense budget based on the amount	50.004		
	collected from seizure funds intended to use for the Real Time	58,304		
	Crime Center hardware, renovation and furniture			
	Budget Change Sub-total	58,304		50.004
	Account Sub-total			58,304
246-0000-381.02-01	Fire Donations		¢	
240-0000-381.02-01			\$	-
	Appropriate revenue and expense for a donation received by the	3,000		
	Fire Department to purchase mattresses			
	Budget Change Sub-total	3,000		3,000
	Account Sub-total			

Revenues (continued	, T			
Account Number	Description	Budget Change		Budget
256-0000-322.01-05	Vacant Structure Permit		\$	-
	A new fund has been set up to restrict revenue from Vacant			
	Structure Permits and Technology Fees, with this budget	15,414		
	amendment shifting collected funds from the General Fund to	15,414		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	15,414		
	Account Sub-total			15,414
050 0000 000 04 40	Tarkwalawa Fara		Φ.	
256-0000-322.01-13	Technology Fees		\$	
	A new fund has been set up to restrict revenue from Vacant			
	Structure Permits and Technology Fees, with this budget	120,000		
	amendment shifting collected funds from the General Fund to			
	the new Development Services Special Revenue Fund	400,000		
	Budget Change Sub-total	120,000		100.000
	Account Sub-total			120,000
256-0000-391.01-10	Transfer from Fund 010		\$	
200-0000-001.01-10	A new fund has been set up to restrict revenue from Vacant		Ψ	
	Structure Permits and Technology Fees, with this budget			
	amendment shifting collected funds from the General Fund to	304,869		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	304,869		
	Account Sub-total	304,009		204 960
	Account Sub-total			304,869
349-0000-391.01-10	Transfer from Fund 010		\$	5,119,305
040-0000-001.01-10	Transfer of excess fund balance above 22% to capital		Ψ	3,113,303
	improvement funds per Financial Governance Policy; allocate			
	additional construction costs for the Fire Station #4 project and	4,786,516		
	the roof at the Rosa Hereford Community Center project in	4,700,010		
	Governmental CIP			
	Budget Change Sub-total	4,786,516		
	Account Sub-total	1,1 00,010		9,905,821
	7.0004.11.04.12			0,000,02.
349-0000-391.03-43	Transfer from Fund 343		\$	-
	Appropriate budget to close out Fund 343 Certificates of			
	Obligation 2011 and transfer to Governmental Capital Projects	1,241,533		
	Fund 349			
	Budget Change Sub-total	1,241,533		
	Account Sub-total			1,241,533
349-0000-391.03-47	Transfer from Fund 347		\$	-
	Appropriate budget to close out Fund 347 Certificates of			
	Obligation 2014 and transfer to Governmental Capital Projects	56,175		
	Fund 349			
	Budget Change Sub-total	56,175		
	Account Sub-total			56,175
375-0000-391.05-75	Transfer from Fund 575		\$	494,412
373-0000-381.03-73	Transfer of excess fund balance above 22% to capital		Ψ	434,412
	improvement funds per Financial Governance Policy	824,747		
	Budget Change Sub-total	824,747		
	Account Sub-total	024,141		1,319,159
	Account Sub-total			1,018,108

Account Number	Description	<b>Budget Change</b>	Budget
387-0000-391.05-50	Transfer from Fund 550		\$ 2,886,879
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy	1,951,374	
	Budget Change Sub-total	1,951,374	
	Account Sub-total	7 7-	4,838,253
388-0000-391.05-40	Transfer from Fund 540		\$ 1,867,320
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy; allocate additional equipment purchase costs for Solid Waste CIP	2,382,453	
	Budget Change Sub-total	2,382,453	
	Account Sub-total		4,249,773
523-0000-334.15-05	TCEQ		\$ -
	Allocate revenue and expenses for the replacement of older diesel-powered Airport Ground Support equipment with new, all-electric models through the Texas Volkswagen Environmental Mitigation Program (TxVEMP) Grant from the Texas Commission on Environmental Quality (TCEQ), and include additional funds budgeted from the Customer Facility Charge fund to cover equipment cost overage	400,000	
	Budget Change Sub-total	400,000	
	Account Sub-total	<b>,</b>	400,000
523-0000-391.05-25	Transfer from Fund 525		\$ -
	Transfer of excess fund balance above 22% to capital	300,000	
	improvement funds per Financial Governance Policy  Budget Change Sub-total	300,000	
	Account Sub-total	300,000	300,000
	Account Sub-total		300,000
524-0000-334.15-02	TXDOT		\$ -
	Revenue and expense allocations for the Airport Terminal Program (ATP) grant with TXDOT pertaining to the new Skylark Terminal building construction	1,500,000	
	Budget Change Sub-total	1,500,000	
	Account Sub-total		1,500,000
530-0000-391.01-10	Transfer from Fund 010		\$ -
	Allocate funds from the General Fund to establish the Golf Course Enterprise Fund, using the surplus revenue over expenses from the FY 2023 annual report	73,843	
	Budget Change Sub-total	73,843	

Account Number	Description	<b>Budget Change</b>		Budget
540-0000-391.01-10	Transfer from Fund 010		\$	-
	Allocate funds to facilitate the transfer of a trailer from the Solid	4.000		
	Waste Fund to the General Fund	4,000		
	Budget Change Sub-total	4,000		
	Account Sub-total			4,000
540-0000-392.02-01	Insurance Proceeds		\$	50,000
	Allocate the budget for the insurance claim related to the			
	Transfer Station fire that occurred in FY 2023 and has yet to	118,000		
	receive a response to bid requests			
	Budget Change Sub-total	118,000		
	Account Sub-total			168,000
550-0000-338.04-02	Local Contributions		\$	
330-0000-330.04-02	Per CCMR 23-135R, allocate a one-time payment from the City		Ψ	
	of Harker Heights in conjunction with the Restated and	1,039,778		
	Amended Wastewater Disposal contract with WCID #1	1,039,770		
	Budget Change Sub-total	1,039,778		
	Account Sub-total	1,000,110		1,039,778
	Adduit dub total			1,000,170
627-0000-391.06-01	Transfer from Fund 601		\$	-
	Appropriate the budget for transfer of funds from Fleet Services			
	Fund to Information Technology Fund for the purchase of Fleet	148,540		
	Management Software			
	Budget Change Sub-total	148,540		
	Account Sub-total			148,540
	REVENUES TOTAL	\$ 15,795,811	\$	27,822,739

Expenditures:

Account Number	Description	<b>Budget Change</b>	Е	Budget
010-1010-416.46-35	Equipment and Machinery		\$	-
	Transfer funds from debt service-lease accounts to department expense accounts to purchase election equipment instead of leasing it as initially budgeted, offsetting the difference with additional interest income revenue	76,000		
	Budget Change Sub-total	76,000		
	Account Sub-total			76,000
010-2010-415.40-05	Full-Time Salaries		\$	341,627
	Transfer personnel service budgets from Police to Finance, in conjunction with two positions moving	71,148		
	Budget Change Sub-total	71,148		
	Account Sub-total			412,775
010-2010-415.40-25	Longevity		\$	1,188
	Transfer personnel service budgets from Police to Finance, in conjunction with two positions moving	4,854		
	Budget Change Sub-total	4,854		
	Account Sub-total			6,042
010-2010-415.40-83	Dental Insurance		\$	774
	Transfer personnel service budgets from Police to Finance, in conjunction with two positions moving	258		
	Budget Change Sub-total	258		
	Account Sub-total			1,032

Expenditures (continu		B I (0)		<b>.</b>
Account Number 010-2010-415.40-84	Description Life Insurance	Budget Change	\$	Budget 65
010-2010-415.40-64	Transfer personnel service budgets from Police to Finance, in		φ	05
	conjunction with two positions moving	22		
	Budget Change Sub-total	22		
	Account Sub-total			87
010-2010-415.40-85	Retirement - TMRS		\$	51,061
	Transfer personnel service budgets from Police to Finance, in	11,202		
	conjunction with two positions moving  Budget Change Sub-total	11,202		
	Account Sub-total	11,202		62,263
				,
010-2010-415.40-87	Social Security		\$	20,893
	Transfer personnel service budgets from Police to Finance, in	4,711		
	conjunction with two positions moving			
	Budget Change Sub-total	4,711		05.004
	Account Sub-total			25,604
010-2010-415.40-88	Medicare		\$	4,886
010 2010 410.40 00	Transfer personnel service budgets from Police to Finance, in	4.400	Ψ	4,000
	conjunction with two positions moving	1,102		
	Budget Change Sub-total	1,102		
	Account Sub-total			5,988
010-2010-415.40-89	Workers Compensation		\$	519
	Transfer personnel service budgets from Police to Finance, in conjunction with two positions moving	114		
	Budget Change Sub-total	114		
	Account Sub-total			633
010-2030-415.40-05	Full-Time Salaries		\$	255,549
	Transfer personnel service budgets from Police to Finance, in	37,207		
	conjunction with two positions moving			
	Budget Change Sub-total Account Sub-total	37,207		292,756
	Account Sub-total			292,730
010-2030-415.40-25	Longevity		\$	6,821
	Transfer personnel service budgets from Police to Finance, in	004		
	conjunction with two positions moving	924		
	Budget Change Sub-total	924		
	Account Sub-total			7,745
010-2030-415.40-82	Medical Insurance		\$	19,662
010-2030-413.40-02	Transfer personnel service budgets from Police to Finance, in		Ψ	19,002
	conjunction with two positions moving	6,013		
	Budget Change Sub-total	6,013		
	Account Sub-total			25,675
010-2030-415.40-83	Dental Insurance		\$	1,032
	Transfer personnel service budgets from Police to Finance, in conjunction with two positions moving	258		
	Budget Change Sub-total	258		
	Account Sub-total	200		1,290
010-2030-415.40-84	Life Insurance		\$	86
	Transfer personnel service budgets from Police to Finance, in	22		
	conjunction with two positions moving			
	Budget Change Sub-total Account Sub-total	22		108
	Account Sub-total			100

Expenditures (continu	Description	Budget Change		Budget
010-2030-415.40-85	Retirement - TMRS	Buuget Change	\$	38,673
010-2030-413.40-03	Transfer personnel service budgets from Police to Finance, in		Ψ	30,073
	conjunction with two positions moving	5,620		
	Budget Change Sub-total	5,620		
	Account Sub-total	0,020		44,293
				,
010-2030-415.40-87	Social Security		\$	15,746
	Transfer personnel service budgets from Police to Finance, in	0.040		-
	conjunction with two positions moving	2,340		
	Budget Change Sub-total	2,340		
	Account Sub-total			18,086
010-2030-415.40-88	Medicare		\$	3,682
	Transfer personnel service budgets from Police to Finance, in	547		
	conjunction with two positions moving			
	Budget Change Sub-total	547		
	Account Sub-total			4,229
040 0000 445 40 00	Wantena Caramanastica		Φ.	20.4
010-2030-415.40-89	Workers Compensation		\$	394
	Transfer personnel service budgets from Police to Finance, in conjunction with two positions moving	57		
	Budget Change Sub-total	57		
	Account Sub-total	31		451
	Account Sub-total			431
010-3040-429.41-65	Supplies		\$	8,680
010-3040-429.41-03	Allocate revenue and expenses for a SHAPR grant from the		Ψ	0,000
	National Parks and Recreation Association, funding a Walk with			
	Ease (WWE) instructor program aimed at promoting physical	3,000		
	activity in everyday life			
	Budget Change Sub-total	3,000		
	Account Sub-total			11,680
010-3040-429.47-99	Professional Services		\$	27,125
	Allocate revenue and expenses for a SHAPR grant from the			
	National Parks and Recreation Association, funding a Walk with	1,000		
	Ease (WWE) instructor program aimed at promoting physical	1,000		
	activity in everyday life			
	Budget Change Sub-total	1,000		
	Account Sub-total			28,125
010 4051 450 40 40	Computer Coffware		¢.	EO 440
010-4051-450.42-43	Computer Software		\$	52,142
	A new fund has been set up to restrict revenue from Vacant Structure Permits and Technology Fees, with this budget			
	amendment shifting collected funds from the General Fund to	(52,142)		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	(52,142)		
	Account Sub-total	(02,172)		_
	, toodant out tour			
010-4051-450.46-40	Computer Equip/Software		\$	4,093
	A new fund has been set up to restrict revenue from Vacant			
	Structure Permits and Technology Fees, with this budget	(0.400)		
	amendment shifting collected funds from the General Fund to	(3,493)		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	(3,493)		
	Account Sub-total			600
1				

Account Number	Description	Budget Change		Budget
010-4051-450.50-75	Façade Grants		\$	50,000
	Allocate excess interest revenue to provide additional funds for	50,000		
	abatement and facade grants, supporting revitalization efforts			
	Budget Change Sub-total	50,000		
	Account Sub-total			100,000
040 4050 450 40 40	0 1 5 : 10 5		_	0.000
010-4052-450.46-40	Computer Equip/Software		\$	6,000
	A new fund has been set up to restrict revenue from Vacant Structure Permits and Technology Fees, with this budget			
	amendment shifting collected funds from the General Fund to	(6,000)		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	(6,000)		
	Account Sub-total	(0,000)		-
010-4053-450.50-32	Contract Labor		\$	250,000
	Allocate excess interest revenue to provide additional funds for	100,000		
	abatement and facade grants, supporting revitalization efforts			
	Budget Change Sub-total	100,000		
	Account Sub-total			350,000
010-6050-441.40-05	Full-Time Salaries		\$	2,713,264
010-0030-441.40-03	Transfer personnel service budgets from Police to Finance, in		φ	2,113,204
	conjunction with two positions moving	(108,355)		
	Budget Change Sub-total	(108,355)		
	Account Sub-total	, , ,		2,604,909
010-6050-441.40-25	Longevity		\$	32,850
	Transfer personnel service budgets from Police to Finance, in	(5,778)		
	conjunction with two positions moving  Budget Change Sub-total	(5,778)		
	Account Sub-total	(5,776)		27,072
	Account oub-total			21,012
010-6050-441.40-82	Medical Insurance		\$	177,357
	Transfer personnel service budgets from Police to Finance, in	(6.043)		
	conjunction with two positions moving	(6,013)		
	Budget Change Sub-total	(6,013)		
	Account Sub-total			171,344
010-6050-441.40-83	Dental Insurance		\$	9,546
010-0030-441.40-63	Transfer personnel service budgets from Police to Finance, in		φ	9,540
	conjunction with two positions moving	(516)		
	Budget Change Sub-total	(516)		
	Account Sub-total	,		9,030
010-6050-441.40-84	Life Insurance		\$	929
	Transfer personnel service budgets from Police to Finance, in	(44)		
	conjunction with two positions moving  Budget Change Sub-total			
	Account Sub-total	(44)		885
	Account Sub-total			000
010-6050-441.40-85	Retirement - TMRS		\$	423,909
	Transfer personnel service budgets from Police to Finance, in	(46,000)		, -
	conjunction with two positions moving	(16,822)		
	Budget Change Sub-total	(16,822)		
	Account Sub-total			407,087

Expenditures (continution Account Number	Description	Budget Change		Budget
010-6050-441.40-87	Social Security	<u> </u>	\$	175,457
	Transfer personnel service budgets from Police to Finance, in	(7.054)		,
	conjunction with two positions moving	(7,051)		
	Budget Change Sub-total	(7,051)		
	Account Sub-total			168,406
010-6050-441.40-88	Medicare		\$	41,035
	Transfer personnel service budgets from Police to Finance, in	(4.040)		,
	conjunction with two positions moving	(1,649)		
	Budget Change Sub-total	(1,649)		
	Account Sub-total			39,386
010-6050-441.40-89	Workers Compensation		\$	37,191
	Transfer personnel service budgets from Police to Finance, in	(474)		· · · · · · · · · · · · · · · · · · ·
	conjunction with two positions moving	(171)		
	Budget Change Sub-total	(171)		
	Account Sub-total			37,020
010-7070-442.40-10	Overtime		\$	
010-1010-442.40-10	Allocate revenue generated from Wildland Fire Deployments to		Ψ	
	offset reimbursable overtime costs incurred during the deployments	285,214		
	Budget Change Sub-total	285,214		
	Account Sub-total	,		285,214
010-7071-442.41-20	Uniforms & Clothing		\$	29,452
	Allocate projected revenue from upcoming Fire Academy and	44,000		
	EMT Academy Fees to offset the cost of trainee bunker gear	-		
	Budget Change Sub-total	44,000		
	Account Sub-total			73,452
010-9010-489.71-12	Lease Principal		\$	35,261
010-9010-409.71-12	Transfer funds from debt service-lease accounts to department		φ	33,201
	expense accounts to purchase election equipment instead of			
	leasing it as initially budgeted, offsetting the difference with	(35,261)		
	additional interest income revenue			
	Budget Change Sub-total	(35,261)		
	Account Sub-total			-
010-9010-489.72-13	Lease Interest		\$	5,974
	Transfer funds from debt service-lease accounts to department expense accounts to purchase election equipment instead of	(5,974)		
	leasing it as initially budgeted, offsetting the difference with additional interest income revenue	(		
	Budget Change Sub-total	(5,974)		
	Account Sub-total			-
010-9501-491.92-56	Transfer to Fund 256		\$	
5 10-550 1- <del>4</del> 5 1.52-50	A new fund has been set up to restrict revenue from Vacant		Ψ	-
	Structure Permits and Technology Fees, with this budget	004.000		
	amendment shifting collected funds from the General Fund to	304,869		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	304,869		
	Account Sub-total			304,869

Account Number	Description	<b>Budget Change</b>	L_	Budget
010-9501-491.93-49	Transfer to Fund 349		\$	5,119,305
	Transfer of excess fund balance above 22% to capital			
	improvement funds per Financial Governance Policy; allocate			
	additional construction costs for the Fire Station #4 project and	4,786,516		
	the roof at the Rosa Hereford Community Center project in			
	Governmental CIP			
	Budget Change Sub-total	4,786,516		
	Account Sub-total			9,905,821
010-9501-491.95-30	Transfer to Fund 530		\$	-
	Allocate funds from the General Fund to establish the Golf			
	Course Enterprise Fund, using the surplus revenue over	73,843		
	expenses from the FY 2023 annual report			
	Budget Change Sub-total	73,843		
	Account Sub-total			73,843
010-9501-491.95-40	Transfer to Fund 540		\$	-
	Allocate funds to facilitate the transfer of a trailer from the Solid	4.000		
	Waste Fund to the General Fund	4,000		
	Budget Change Sub-total	4,000		
	Account Sub-total			4,000
				•
208-6000-441.50-20	Reserve Appropriation		\$	320,718
	Allocate revenue and expense budget based on the amount			
	collected from seizure funds intended to use for the Real Time	58,304		
	Crime Center hardware, renovation and furniture	00,001		
	Budget Change Sub-total	58,304		
	Account Sub-total	00,001		379,022
	Addult dus total			010,022
246-7070-442.46-50	Furniture & Fixtures		\$	_
240 7070 442.40 00	Appropriate revenue and expense for a donation received by the		Ψ	
	Fire Department to purchase mattresses	3,000		
	Budget Change Sub-total	3,000		
	Account Sub-total	3,000		3 000
	Account Sub-total			3,000
256-4051-450.42-43	Computer Coffware		\$	
250-4051-450.42-45	Computer Software A new fund has been set up to restrict revenue from Vacant		Ф	
	Structure Permits and Technology Fees, with this budget	52,142		
	amendment shifting collected funds from the General Fund to			
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	52,142		
	Account Sub-total			52,142
256-4051-450.46-40	Computer Equip/Software		\$	-
	A new fund has been set up to restrict revenue from Vacant			
	Structure Permits and Technology Fees, with this budget	3,493		
	amendment shifting collected funds from the General Fund to	J, <del>+</del> 3J		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	3,493		
	Account Sub-total		_	3,493

<b>Account Number</b>	ued):  Description	Budget Change		Budget
256-4052-450.46-40	Computer Equip/Software	Daaget Grange	\$	
200-4002-400.40-40	A new fund has been set up to restrict revenue from Vacant		Ψ	
	Structure Permits and Technology Fees, with this budget			
	amendment shifting collected funds from the General Fund to	6,000		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	6,000		
	Account Sub-total	0,000		6,000
	Account oub-total			0,000
256-4054-450.47-99	Professional Services		\$	
230-4034-430.47-33	A new fund has been set up to restrict revenue from Vacant		Ψ	
	Structure Permits and Technology Fees, with this budget			
	amendment shifting collected funds from the General Fund to	18,903		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	18,903		
	Account Sub-total	10,500		18,903
	Account one total			10,000
256-4054-450.50-20	Reserve Appropriation		\$	-
	A new fund has been set up to restrict revenue from Vacant			
	Structure Permits and Technology Fees, with this budget	004.000		
	amendment shifting collected funds from the General Fund to	301,380		
	the new Development Services Special Revenue Fund			
	Budget Change Sub-total	301,380		
	Account Sub-total	· · · · · · · · · · · · · · · · · · ·		301,380
343-8934-493.69-01	Design/Engineering-Stagecoach		\$	178,000
	Appropriate budget to close out Fund 343 Certificates of			
	Obligation 2011 and transfer to Governmental Capital Projects Fund 349	(178,000)		
	Budget Change Sub-total	(178,000)		
	Account Sub-total			-
0.40.0504.404.00.40	T ( ) 5 10/0		•	
343-9501-491.93-49	Transfer to Fund 349		\$	
	Appropriate budget to close out Fund 343 Certificates of	4 0 4 4 5 0 0		
	Obligation 2011 and transfer to Governmental Capital Projects Fund 349	1,241,533		
	Budget Change Sub-total	1,241,533		
	Budget Change Sub-total Account Sub-total	1,241,533		1,241,533
	Account Sub-total	1,241,533		1,241,533
347-9501-491.93-49	Account Sub-total Transfer to Fund 349	1,241,533	\$	1,241,533
347-9501-491.93-49	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of		\$	1,241,533 -
347-9501-491.93-49	Account Sub-total Transfer to Fund 349	1,241,533 56,175	\$	1,241,533
347-9501-491.93-49	Account Sub-total Transfer to Fund 349 Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349 Budget Change Sub-total		\$	-
347-9501-491.93-49	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349	56,175	\$	-
	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349  Budget Change Sub-total Account Sub-total	56,175		- 56,175
347-9501-491.93-49	Account Sub-total Transfer to Fund 349 Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349 Budget Change Sub-total Account Sub-total Motor Vehicles	56,175	\$	- 56,175
	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349  Budget Change Sub-total Account Sub-total  Motor Vehicles Transfer funds from the CIP Contingency to cover the increased	56,175 56,175		- 56,175
	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349  Budget Change Sub-total Account Sub-total  Motor Vehicles  Transfer funds from the CIP Contingency to cover the increased cost of three ambulance chassis, following official notice from	56,175		- 56,175
	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349  Budget Change Sub-total Account Sub-total  Motor Vehicles  Transfer funds from the CIP Contingency to cover the increased cost of three ambulance chassis, following official notice from Ford that the original quote was not honored	56,175 56,175 28,245		- 56,175
	Account Sub-total  Transfer to Fund 349  Appropriate budget to close out Fund 347 Certificates of Obligation 2014 and transfer to Governmental Capital Projects Fund 349  Budget Change Sub-total Account Sub-total  Motor Vehicles  Transfer funds from the CIP Contingency to cover the increased cost of three ambulance chassis, following official notice from	56,175 56,175		1,241,533 - 56,175 7,318,776

Account Number	Description	<b>Budget Change</b>		Budget
349-8930-493.69-03	Construction-R.H. Community Ctr		\$	8,394,579
	Transfer of excess fund balance above 22% to capital			
	improvement funds per Financial Governance Policy; allocate			
	additional construction costs for the Fire Station #4 project and	286,516		
	the roof at the Rosa Hereford Community Center project in			
	Governmental CIP			
	Budget Change Sub-total	286,516		
	Account Sub-total	200,510		8,681,095
	Account oub-total			0,001,000
349-8934-493.69-01	Design/Engineering-Stagecoach		\$	2,124,480
010 0001 100.00 01	Appropriate budget to close out Fund 343 Certificates of		Ψ	2,121,100
	Obligation 2011 and transfer to Governmental Capital Projects	178,000		
	Fund 349	170,000		
		179 000		
	Budget Change Sub-total Account Sub-total	178,000		2,302,480
	Account Sub-total			2,302,400
349-8934-493.69-03	Construction-Gilmer St.		\$	10,838
010 0001 100.00 00	Appropriate budget to close out Fund 343 Certificates of		Ψ	. 0,000
	Obligation 2011 and transfer to Governmental Capital Projects	1,048,611		
	Fund 349	1,040,011		
	Appropriate budget to close out Fund 347 Certificates of			
	Obligation 2014 and transfer to Governmental Capital Projects	56,175		
	Fund 349  Budget Change Sub-total	1,104,786		
	Account Sub-total	1,104,700		1,115,624
	Account oub-total			1,110,024
349-8970-493.69-03	Construction-Fire Station #4		\$	16,413,137
	Appropriate unassigned fund balance in the Governmental CIP			, ,
	Fund to cover additional construction costs for the Fire Station	1,900,000		
	#4 project	1,000,000		
	Transfer of excess fund balance above 22% to capital			
	improvement funds per Financial Governance Policy; allocate			
	additional construction costs for the Fire Station #4 project and	4 500 000		
		4,500,000		
	the roof at the Rosa Hereford Community Center project in			
	Governmental CIP  Budget Change Sub-total	6,400,000		
	Account Sub-total	0,400,000		22,813,137
	Account Sub-total			22,013,131
349-8995-493.69-05	Contingency		\$	484,919
3 13 3000 400.00-00	Transfer funds from the CIP Contingency to cover the increased		Ψ	707,010
	cost of three ambulance chassis, following official notice from	(28,245)		
	Ford that the original quote was not honored	(20,243)		
	5 .	(20.245)		
	Budget Change Sub-total	(28,245)		450.074
	Account Sub-total			456,674
387-8834-493.61-10	Motor Vehicles		\$	1,147,509
307-0034-483.01-10	Appropriate additional Water & Sewer CIP funds for radio and		φ	1,147,508
	1 ' ' '	4,096		
	toolboxes for equipment.	4.000		
	Rudget Change Sub total			
	Budget Change Sub-total Account Sub-total	4,096		1,151,605

Expenditures (continue) Account Number	Description	Budget Change		Budget
387-8834-493.61-35	Equipment and Machinery		\$	319,366
	Allocate additional expenses to accommodate the increased cost			
	of a W&S Crane Truck, which was initially budgeted in FY 2022	40,148		
	and faced multiple manufacture delays			
	Budget Change Sub-total	40,148		
	Account Sub-total			359,514
387-8995-493.69-05	Contingency		\$	945,113
001-0000-400.00-00	Appropriate additional Water & Sewer CIP funds for radio and		Ψ	040,110
	toolboxes for equipment.	(4,096)		
	Allocate additional expenses to accommodate the increased cost			
	of a W&S Crane Truck, which was initially budgeted in FY 2022	(40,148)		
	and faced multiple manufacture delays	,		
	Budget Change Sub-total	(44,244)		
	Account Sub-total			900,869
388-8834.493.61-35	Equipment and Machinery		\$	-
	Transfer of average friend halance above 200/, to conital			
	Transfer of excess fund balance above 22% to capital	0.000.450		
	improvement funds per Financial Governance Policy; allocate	2,382,453		
	additional equipment purchase costs for Solid Waste CIP			
	Budget Change Sub-total	2,382,453		
	Account Sub-total	, ,		2,382,453
523-8905-493.42-02	Infrastructure		\$	-
	Allocate revenue and expenses for the replacement of older			
	diesel-powered Airport Ground Support equipment with new, all-			
	electric models through the Texas Volkswagen Environmental	000 000		
	Mitigation Program (TxVEMP) Grant from the Texas Commission	220,000		
	on Environmental Quality (TCEQ), and include additional funds			
	budgeted from the Customer Facility Charge fund to cover			
	equipment cost overage  Budget Change Sub-total	220,000		
	Account Sub-total	220,000		220,000
	Account oub-total			220,000
523-8905-493.61-35	Equipment and Machinery		\$	450,000
	Allocate revenue and expenses for the replacement of older			
	diesel-powered Airport Ground Support equipment with new, all-			
	electric models through the Texas Volkswagen Environmental			
	Mitigation Program (TxVEMP) Grant from the Texas Commission	180,000		
	on Environmental Quality (TCEQ), and include additional funds	,		
	budgeted from the Customer Facility Charge fund to cover			
	equipment cost overage			
	Budget Change Sub-total	180,000		
	Account Sub-total			630,000
504 0005 400 00 00			_	
524-8905-493.69-03	Construction		\$	-
	Revenue and expense allocations for the Airport Terminal	4 500 000		
	Program (ATP) grant with TXDOT pertaining to the new Skylark	1,500,000		
	Terminal building construction  Budget Change Sub-total	1,500,000		
	Account Sub-total	1,000,000		1,500,000
	Account Sub-total		Ь	1,000,000

Expenditures (continu				
Account Number	Description	Budget Change		Budget
525-9501-491.95-23	Transfer to Fund 523		\$	-
	Transfer of excess fund balance above 22% to capital	300,000		
	improvement funds per Financial Governance Policy			
	Budget Change Sub-total	300,000		
	Account Sub-total			300,000
526 0512 521 61 25	Equipment and Machinery		\$	
526-0512-521.61-35	Equipment and Machinery  Allocate revenue and expenses for the replacement of older		Φ	
	diesel-powered Airport Ground Support equipment with new, all-			
	electric models through the Texas Volkswagen Environmental			
	Mitigation Program (TxVEMP) Grant from the Texas Commission	20.000		
		30,000		
	on Environmental Quality (TCEQ), and include additional funds			
	budgeted from the Customer Facility Charge fund to cover			
	equipment cost overage	20.000		
	Budget Change Sub-total Account Sub-total	30,000		20.000
	Account Sub-total			30,000
540-9501-491.44-85	Claims and Damages		\$	50,000
	Allocate the budget for the insurance claim related to the		7	
	Transfer Station fire that occurred in FY 2023 and has yet to	118,000		
	receive a response to bid requests	110,000		
	Budget Change Sub-total	118,000		
	Account Sub-total			168,000
				,
540-9501-491.93-88	Transfer to Fund 388		\$	1,867,320
	Transfer of excess fund balance above 22% to capital			
	improvement funds per Financial Governance Policy; allocate	2,382,453		
	additional equipment purchase costs for Solid Waste CIP			
	Budget Change Sub-total	2,382,453		
	Account Sub-total			4,249,773
550,0000,400,74,40	D		_	00.500
550-9020-489.71-12	Lease Principal		\$	29,598
	Allocate additional funds in the debt service budget to	45.000		
	accommodate the increased cost of a new large utility bill printer	15,600		
	and mail machine at Utility Collections			
	Budget Change Sub-total	15,600		
	Account Sub-total			45,198
550-9020-489.72-13	Lease Interest		\$	8,245
000 0020-400.72-10	Allocate additional funds in the debt service budget to		Ψ	0,240
	accommodate the increased cost of a new large utility bill printer	3,500		
	and mail machine at Utility Collections	0,000		
	Budget Change Sub-total	3,500		
	Account Sub-total			11,745

Account Number	Description	<b>Budget Change</b>	Budget
550-9501-491.93-87	Transfer to Fund 387		\$ 2,886,879
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy	1,951,374	
	Budget Change Sub-total	1,951,374	
	Account Sub-total		4,838,253
575-9501-491.93-75	Transfer to Fund 375		\$ 494,412
	Transfer of excess fund balance above 22% to capital improvement funds per Financial Governance Policy	824,747	,
	Budget Change Sub-total	824,747	
	Account Sub-total		1,319,159
601-9501-491.06-27	Transfer to Fund 627		\$ _
	Appropriate the budget for transfer of funds from Fleet Services Fund to Information Technology Fund for the purchase of Fleet Management Software	148,540	
	Budget Change Sub-total	148,540	
	Account Sub-total	,	148,540
627-2705-419.61-40	Computer Equip/Software		\$ 1,224,016
	Appropriate the budget for transfer of funds from Fleet Services Fund to Information Technology Fund for the purchase of Fleet Management Software	148,540	
	Budget Change Sub-total	148,540	
	Account Sub-total	,	1,372,556
	EXPENDITURES TOTAL	\$ 25,363,011	\$ 79,993,144

**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 23<sup>rd</sup> day of April, 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:	
Laura J. Calcote, CITY SECRETARY	
APPROVED AS TO FORM:	
Holli C. Clements, CITY ATTORNEY	



FY 2024
BUDGET AMENDMENT

April 16, 2024

## Budget Amendment Overview

#### **General Fund**

- •Transfer of excess fund balance above 22% to CIP
- Wildland Fire Deployment reimbursements
- •Rifle Resistant Body Armor grant
- Election Equipment
- •National Parks & Recreation grant
- •FTE Transfer between Police and Finance
- •Asset Transfer from Solid Waste to General Fund
- •Abatement & Façade Grants
- Set up new Special Revenue Fund

#### **Special Revenue Funds**

- Fire Donation to purchase mattresses
- Seizure funds to be used for Real Time Crime Center
- Set up new Development Services Special Revenue Fund

#### **Enterprise Funds**

- •Transfer of fund balance to Golf Course Enterprise Fund
- •Transfer of excess fund balance above 22% to CIP
- Insurance Claim at Transfer Station
- Asset Transfer from Solid Waste to General Fund
- Revenue from Restated and Amended Wastewater Disposal contract
- •Lease cost increase at UC
- •Small Sewer Infrastructure Grant

#### **Internal Service Funds**

•Fleet Management Software

#### **Capital Project Funds**

- Transfer of excess fund balance above 22% to CIP
- •Old bond close outs
- Project Appropriations
- •Fire Station #4
- •Gilmer Street
- R.H. Community Center
- •Stagecoach Rd.
- •W&S Fleet
- Solid Waste Fleet
- Aviation grants

## Budget Amendment General Fund-Revenues

Description	FY	2024 Budget	Budget Change	Amended Budget
Other Grants	\$	-	\$ 249,105	\$ 249,105
Interest Revenues		1,281,512	184,765	1,466,2 <i>77</i>
Other Egrants		-	76,786	76,786
Fire Academy Fees		200,000	44,000	244,000
TEEX-Task Force		-	36,109	36,109
Dept of Health & Human Services		-	4,000	4,000
Technology Fees		120,000	(120,000)	-
Vacant Structure Permit		7,500	(7,500)	-
Total Revenue	\$	1,609,012	\$ 467,265	\$ 2,076,277

# **Budget Amendment**

General Fund-Expenditures										
Description	FY	2024 Budget	Βυ	dget Change	An	nended Budget				
Transfer to Fund 349	\$	5,119,305	\$	4,786,516	\$	9,905,821				
Transfer to Fund 256		-		304,869		304,869				
Overtime		-		285,214		285,214				
Contract Labor		250,000		100,000		350,000				
<b>Equipment and Machinery</b>		-		76,000		76,000				
Transfer to Fund 530		-		73,843		73,843				
Façade Grants		50,000		50,000		100,000				
Uniforms & Clothing		29,452		44,000		73,452				
Transfer to Fund 540		-		4,000		4,000				
Supplies		8,680		3,000		11,680				

# Budget Amendment General Fund-Expenditures (continued)

Description	FY	2024 Budget	Bu	udget Change	An	nended Budget
Professional Services		27,125		1,000		28,125
Computer Software		52,142		(52,142)		-
Lease Principal		35,261		(35,261)		-
Computer Equip/Software		6,000		(6,000)		-
Lease Interest		5,974		(5,974)		-
Computer Equip/Software		4,093		(3,493)		600
Finance Personnel		1,929,732		146,399		2,076,131
Police Personnel		36,312,324		(146,399)		36,165,925
Total Expense	\$	43,830,088	\$	5,625,572	\$	49,455,660

# Budget Amendment Special Revenue Funds

Police State Seizure Fund						
Description	FY	2024 Budget	Bud	dget Change	Am	ended Budget
Seizures	\$	-	\$	58,304	\$	58,304
Total Revenue	\$	-	\$	58,304	\$	58,304
Reserve Appropriation	\$	320,718	\$	58,304	\$	379,022
Total Expense	\$	320,718	\$	58,304	\$	379,022
Fire Department Special I						
Description	FY	2024 Budget	Bud	dget Change	Am	ended Budget
Fire Donations	\$		\$	3,000	\$	3,000
Total Revenue	\$	-	\$	3,000	\$	3,000
Furniture & Fixtures	\$		\$	3,000	\$	3,000
Total Expense	\$	-	\$	3,000	\$	3,000

# Budget Amendment Special Revenue Funds (continued)

### **Development Service Special Revenue Fund**

Description	FY 2	024 Budget	Buc	lget Change	Am	ended Budget
Transfer from Fund 010	\$	-	\$	304,869	\$	304,869
Technology Fees		-		120,000		120,000
Vacant Structure Permit		-		15,414		15,414
Total Revenue	\$	-	\$	440,283	\$	440,283
Reserve Appropriation	\$	-	\$	301,380	\$	301,380
Computer Software		-		52,142		52,142
<b>Professional Services</b>		-		18,903		18,903
Computer Equip/Software		-		6,000		6,000
Computer Equip/Software		-		3,493		3,493
Total Expense	\$	-	\$	381,918	\$	381,918

## Budget Amendment Enterprise Funds

Golf Course Fund						
Description	FY 20	24 Budget	Bud	lget Change	Am	ended Budget
Transfer from Fund 010	\$	-	\$	73,843	\$	73,843
Total Revenue	\$	-	\$	73,843	\$	73,843
	\$	-	\$	-	\$	-
Total Expense	\$	-	\$	-	\$	-
Aviation Fund  Description	FY 20	24 Budget	Bud	lget Change	Am	ended Budget
2000p	\$	<u> </u>	\$	-	\$	-
Total Revenue	\$	-	\$	-	\$	-
Transfer to Fund 523	\$	-	\$	300,000	\$	300,000
Total Expense	\$	-	\$	300,000	\$	300,000

## Budget Amendment Enterprise Funds (continued)

Solid Waste Fund					1	
Description	FY	2024 Budget	Βυ	dget Change	Am	ended Budget
Insurance Proceeds	\$	50,000	\$	118,000	\$	168,000
Transfer from Fund 010		-		4,000		4,000
Total Revenue	\$	50,000	\$	122,000	\$	172,000
Transfer to Fund 388	\$	1,867,320	\$	2,382,453	\$	4,249,773
Claims and Damages		50,000		118,000		168,000
Total Expense	\$	1,917,320	\$	2,500,453	\$	4,417,773
					l	

## Budget Amendment Enterprise Funds (continued)

Water & Sewer Fund					1	
Description	FY	2024 Budget	Βυ	dget Change	Am	ended Budget
Local Contributions	\$	-	\$	1,039,778	\$	1,039,778
Total Revenue	\$	-	\$	1,039,778	\$	1,039,778
Transfer to Fund 387	\$	2,886,879	\$	1,951,374	\$	4,838,253
Lease Principal		29,598		1 <i>5,</i> 600		45,198
Lease Interest		8,245		3,500		11,745
Total Expense	\$	2,924,722	\$	1,970,474	\$	4,895,196

## Budget Amendment Enterprise Funds (continued)

Drainage Utility Fund						
Description	FY :	2024 Budget	Bu	dget Change	Am	ended Budget
	\$	-	\$	-	\$	-
Total Revenue	\$	-	\$	-	\$	
Transfer to Fund 375	\$	494,412	\$	824,747	\$	1,319,159
Total Expense	\$	494,412	\$	824,747	\$	1,319,159

## Budget Amendment Internal Service Funds

Fleet Service Fund					1	
Description	FY	2024 Budget	Bu	dget Change	Am	ended Budget
	\$	-	\$	-	\$	-
Total Revenue	\$	-	\$	-	\$	-
Transfer to Fund 627	\$	-	\$	148,540	\$	148,540
Total Expense	\$	-	\$	148,540	\$	148,540
Information Technology	Fund					
Description	FY	2024 Budget	Bu	dget Change	Am	ended Budget
Transfer from Fund 601	\$	-	\$	148,540	\$	148,540
Total Revenue	\$	-	\$	148,540	\$	148,540
Computer Equip/Software	\$	1,224,016	\$	148,540	\$	1,372,556
Total Expense	\$	1,224,016	\$	148,540	\$	1,372,556

# Budget Amendment Capital Project Funds

Governmental Capital Pr	ojec	ts				
Description	FY	2024 Budget	Βυ	dget Change	Am	ended Budget
Transfer from Fund 010	\$	5,119,305	\$	4,786,516	\$	9,905,821
Transfer from Fund 343		-		1,241,533		1,241,533
Transfer from Fund 347		-		56 <b>,</b> 1 <i>75</i>		<i>5</i> 6,1 <i>7</i> 5
Total Revenue	\$	5,119,305	\$	6,084,224	\$	11,203,529
Construction-Fire Station #4	\$	16,413,137	\$	6,400,000	\$	22,813,137
Construction-Gilmer St.		10,838		1,104,786		1,115,624
Construction-R.H. Community Ctr		8,394,579		286,516		8,681,095
Design/Engineering-Stagecoach		2,124,480		1 <i>7</i> 8,000		2,302,480
Motor Vehicles		7,318,776		28,245		7,347,021
Contingency		484,919		(28,245)		456,674
Total Expense	\$	34,746,729	\$	7,969,302	\$	42,716,031

Certificates of Obligation 2	2011				1	
Description	FY 2	024 Budget	Bu	dget Change	Am	ended Budget
	\$	-	\$	-	\$	-
Total Revenue	\$	-	\$	-	\$	-
Transfer to Fund 349	\$	-	\$	1,241,533	\$	1,241,533
Design/Engineering-Stagecoach		178,000		(1 <i>7</i> 8 <b>,</b> 000)		-
Total Expense	\$	178,000	\$	1,063,533	\$	1,241,533
Certificates of Obligation 2	014					
Description		024 Budget	Bu	dget Change	Am	ended Budget
•	\$	-	\$	-	\$	-
Total Revenue	\$	-	\$	-	\$	-
Transfer to Fund 349	\$		\$	56 <b>,</b> 175	\$	56,175
Total Expense	\$	-	\$	56,175	\$	56,175

### Water & Sewer Capital Projects

Description	FY 2024 Budget		Βι	Budget Change		Amended Budget	
Transfer from Fund 550	\$	2,886,879	\$	1,951,374	\$	4,838,253	
Total Revenue	\$	2,886,879	\$	1,951,374	\$	4,838,253	
<b>Equipment and Machinery</b>	\$	319,366	\$	40,148	\$	359,514	
Motor Vehicles		1,1 <i>47,</i> 509		4,096		1,151,605	
Contingency		945,113		(44,244)		900,869	
Total Expense	\$	2,411,988	\$	-	\$	2,411,988	

Drainage Utility Capital F	roje	cts				
Description	FY	2024 Budget	Βυ	dget Change	Am	ended Budget
Transfer from Fund 575	\$	494,412	\$	824,747	\$	1,319,159
Total Revenue	\$	494,412	\$	824,747	\$	1,319,159
	\$	-	\$	-	\$	-
Total Expense	\$	-	\$	-	\$	-
Solid Waste Capital Proje		0004 Bardara	<b>D</b>	danak Chamana	<b>A</b>	andad Badaat
Description		2024 Budget		dget Change		ended Budget
Transfer from Fund 540	\$	1,867,320	\$	2,382,453	\$	4,249,773
Total Revenue	\$	1,867,320	\$	2,382,453	\$	4,249,773
Equipment and Machinery	\$	_	\$	2,382,453	\$	2,382,453
Total Expense	\$	-	\$	2,382,453	\$	2,382,453

	<b>Aviation</b>	Capital	Pro	ects
--	-----------------	---------	-----	------

Description	FY	2024 Budget	Βu	dget Change	An	nended Budget
Transfer from Fund 525	\$	-	\$	300,000	\$	300,000
TCEQ		-		400,000		400,000
Total Revenue	\$	=	\$	700,000	\$	700,000
Infrastructure	\$	-	\$	220,000	\$	220,000
Equipment and Machinery		450,000		180,000		630,000
Total Expense	\$	450,000	\$	400,000	\$	850,000
					l	

Description FY 2024 Budget		Budget Change		Amended Budget	
\$	-	\$	1,500,000	\$	1,500,000
\$	-	\$	1,500,000	\$	1,500,000
\$	-	\$	1,500,000	\$	1,500,000
\$	-	\$	1,500,000	\$	1,500,000
Aviation Customer Facility Charge Fund  Description FY 2024 Budget		Budget Change		Amended Budget	
\$	- Dougei		-		-
\$	_	\$	-	\$	-
\$	-	\$	30,000	\$	30,000
	\$ \$ \$ ty Charge	\$ - \$ - \$ - \$ - \$ + \$	\$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ + - \$ \$ + - \$ \$ + - \$ \$ + - \$ \$ - \$ \$ - \$	\$ - \$ 1,500,000 \$ - \$ 1,500,000 \$ - \$ 1,500,000 ty Charge Fund FY 2024 Budget Budget Change \$ - \$ - \$ -	\$ - \$ 1,500,000 \$ \$ - \$ 1,500,000 \$ \$ - \$ 1,500,000 \$ \$ - \$ 1,500,000 \$  ty Charge Fund  FY 2024 Budget Budget Change Am \$ - \$ - \$ \$ - \$

## Recommendation

City Council approve the ordinance amending the FY 2024 Annual Budget



### City of Killeen

#### **Staff Report**

File Number: RQ-24-005

Discuss Songhai Bamboo Roots Juneteenth Celebration



#### ATTACHMENT A

#### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Councilmember Adams
Date: 3/28/24
Problem/Issue/Idea Name for Agenda:
Songhai Bombay Root Junteenth Celebration
Description of Problem/Issue/Idea:
Organization is requesting to present to council and requesting city support for event per staff instruction
Requested Action:
Discuss at next meeting and obtain council approval.



### City of Killeen

#### **Staff Report**

File Number: RQ-24-006

Discuss establishment of a Charter Review Committee for the Killeen City Charter



#### ATTACHMENT A

#### **REQUEST TO PLACE ITEM ON THE AGENDA**

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Riakos Adams
Date: April 1, 2024
Problem/Issue/Idea Name for Agenda:
Establishment of a Charter Review Committee for Killeen City Charter
Description of Problem/Issue/Idea:
See Attached
Requested Action:
See Attached
<del></del>

- 1.Requestor: Councilman Adams
- **2.Problem/Issue/Idea Name for Agenda:** Establishment of a Charter Review Committee for Killeen City Charter
- **3.Discription of Problem/Issue/Idea:** Killeen's City Charter, as the foundational document of our municipal government, shapes how our city operates and serves its residents. Over time, changes in the local community, legal environment, and operational best practices can make certain aspects of the Charter less effective or outdated. To ensure that our Charter continues to reflect the needs and values of Killeen's diverse population and remains compliant with current laws and practices, a comprehensive review is necessary. This review will not only evaluate the current efficacy of the Charter but also identify areas where updates or amendments could enhance governance, increase transparency, and improve services for Killeen's citizens. Furthermore, a Charter Review Committee, comprised of members representing a cross-section of our community, can provide insights and recommendations that reflect the collective voice and diverse perspectives of our residents.
- **4. Requested Action:** I propose the formation of a Charter Review Committee, tasked with the thorough examination of Killeen's City Charter. This Committee should:
  - Conduct a comprehensive review of the Charter, evaluating its effectiveness in current governance.
  - Identify sections of the Charter that require updates, amendments, or revisions to meet contemporary legal, social, and operational standards.
  - Engage with the community to gather input and feedback on potential changes.
  - Submit a detailed report with recommendations for amendments or revisions to the City Council.
  - Present findings in a transparent manner, ensuring all recommendations align with the city's vision and legal framework.

Riakos L. Adams Councilmember At Large City of Killeen Mobile: (254)290-5330