



City of Killeen

Agenda

City Council Workshop

Tuesday, May 17, 2022

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

IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

Citizen Comments

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 time, and such address shall be limited to three (3) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions.

Discussion Items

1. [DS-22-061](#) City Manager Updates
· Rodeo
2. [DS-22-062](#) Receive Freese & Nichols Water Report Briefing

Attachments: [Presentation](#)

Discuss Items for Regular City Council Meeting

Minutes

3. [MN-22-012](#) Consider Minutes of Regular City Council Meeting of April 26, 2022.

Resolutions

4. [RS-22-063](#) Consider a memorandum/resolution approving an Intergovernmental Support Agreement with the United States Government for animal care on Fort Hood.

Attachments: [IGSA USAG Recommendation](#)
[Intergovernmental Support Agreement](#)
[Presentation](#)

5. [RS-22-064](#) Consider a memorandum/resolution authorizing an Interlocal Agreement with the Killeen Independent School District for the construction of a sewer line in the Trimmier Creek Basin.

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

6. [RS-22-065](#) Consider a memorandum/resolution awarding Bid No. 22-20, Generator Project, to T. Morales Company Electric & Controls, Ltd. in the amount of \$480,535.

Attachments: [Bid](#)
[Bid Tab](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

7. [RS-22-066](#) Consider a memorandum/resolution authorizing the procurement of computer hardware from GTS Technology Solutions in an amount not to exceed \$299,807.93.

Attachments: [Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)

8. [RS-22-067](#) Consider a memorandum/resolution ratifying a Meet and Confer Agreement with the Killeen Police Employee Association FOP Lodge 32.

Attachments: [Notice of Ratification](#)
[Agreement](#)
[Presentation](#)

Public Hearings

9. [PH-22-037](#) HOLD a public hearing and consider an ordinance requested by Donald Ray Myers on behalf of James Myers (Case #Z22-19) to rezone approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 2, Lot 2, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is addressed as 903 W. Rancier Avenue, Killeen, Texas.

Attachments: [Maps](#)
[Site Photos](#)
[Letter of Request](#)
[TABC Application](#)
[Minutes](#)
[Ordinance](#)
[Response](#)
[Considerations](#)
[Presentation](#)

10. [PH-22-038](#) HOLD a public hearing and consider an ordinance requested by All County

Surveying, Inc. on behalf of Joel Barton (Case #FLUM 22-16) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' (I) designation to a 'General Commercial' (GC) designation for 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561. The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

Attachments: [Maps](#)

[Minutes](#)

[Ordinance](#)

[Presentation](#)

11. [PH-22-039](#) HOLD a public hearing and consider an ordinance requested by All County Surveying, Inc. on behalf of Joel Barton (Case #Z22-21) to rezone approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561 from "A" (Agricultural District) and "B-3" (Local Business District) to "B-5" (Business District). The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Letter of Request](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Presentation](#)

12. [PH-22-040](#) HOLD a public hearing and consider an ordinance requested by Juli Bryan, on behalf of Z-Modular, LLC (Case #Z22-22), to rezone approximately 16.038 acres out of the J. S. Wilder Survey, Abstract No. 912 from "B-3" (Local Business District) to "B-5" (Business District). The property is locally addressed as 4800 E. Rancier Avenue, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Presentation](#)

Items for Discussion at Workshop

13. [DS-22-063](#) Discuss Firearms in City Limits

Attachments: [Ordinance](#)

[State Law](#)

[Presentation](#)

14. [DS-22-064](#) Discuss KEDC Structure Review
Attachments: [Agreement](#)
[Bylaws](#)
15. [DS-22-065](#) Discuss Summer Youth Employment Program
16. [DS-22-066](#) Discuss Solid Waste Employee Pay Increase
Attachments: [Presentation](#)
17. [DS-22-067](#) Discuss Annual Review of Governing Standards and Expectations
18. [DS-22-068](#) Discuss Moving Special City Council Workshop Scheduled for May 21, 2022

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on May 11, 2022.

Lucy C. Aldrich, City Secretary

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

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

Notice of Meetings

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

- Opening Day for Baseball Season, May 14, 2022, 12:00 p.m., Lions Club Park
- Killeen Elementary Time Capsule Ceremony, May 18, 2022, 8:15 a.m., Killeen Elementary School
- Killeen Citizen's Academy Graduation, May 19, 2022, 6:00 p.m., Killeen Civic and Conference Center

- *75th Killeen Rodeo, May 19-21, 2022, 7:30 p.m., Killeen Rodeo Grounds*
- *Harge's Commanders of the Rite for Scottish Rite Masonry Banquet, May 21, 2022, 6:00 p.m., Phantom Warrior Center*
- *Phantom Honors Welcome Ceremony, May 26, 2022, 9:30 a.m., III Corps Headquarters, Fort Hood*
- *Chaparral High School Dedication Ceremony, August 4, 2022, 6:00 p.m., Chaparral High School*
- *Chaparral High School First Day of School, August 15, 2022, 8:45 a.m., Chaparral High School*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: DS-22-061

City Manager Updates

- Rodeo



City of Killeen

Staff Report

File Number: DS-22-062

Receive Freese & Nichols Water Report Briefing

CITY OF KILLEEN
**WATER & WASTEWATER
TREATMENT FACILITY
EVALUATION**

May 17, 2022



OVERVIEW

Scope

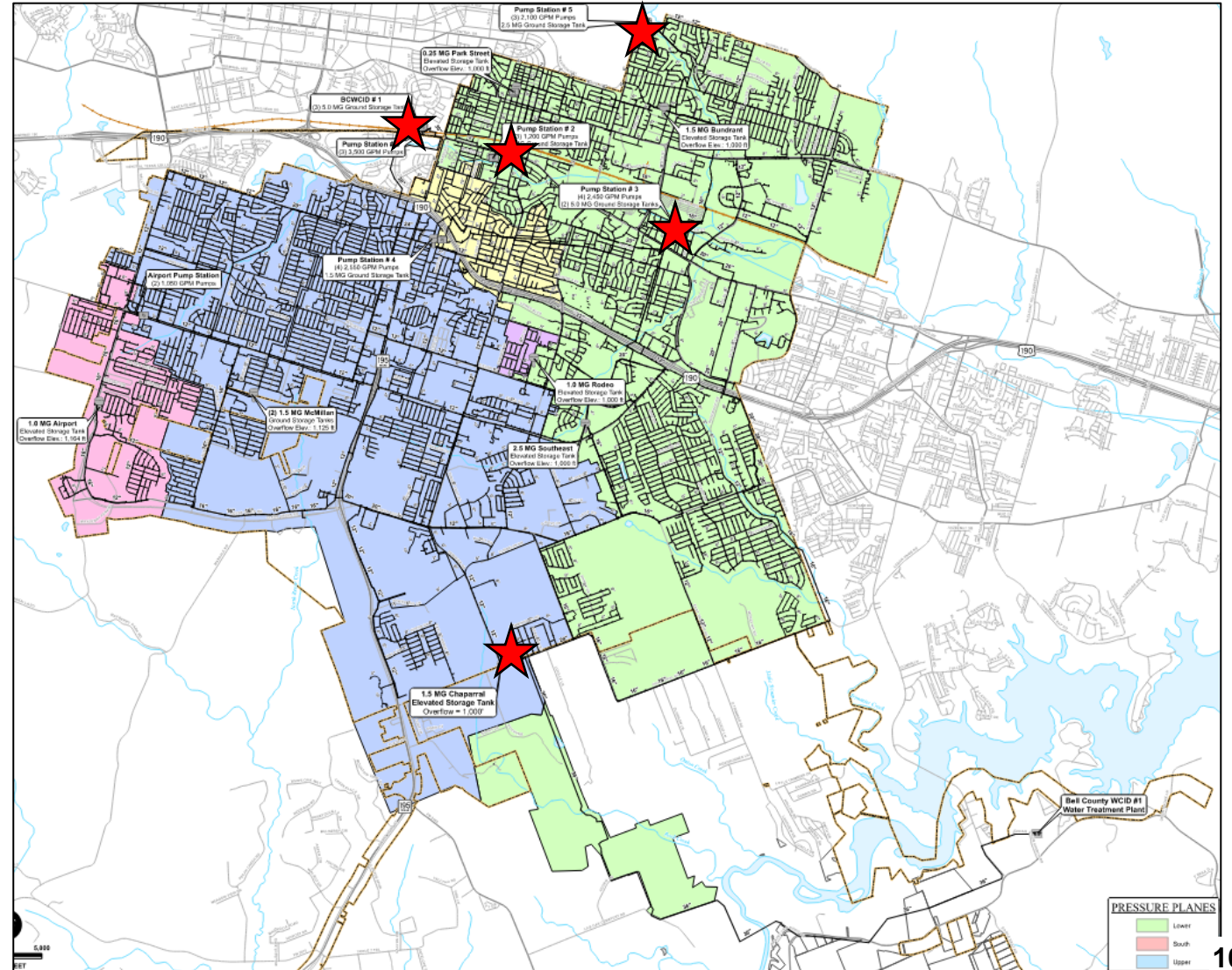
FNI tasked with evaluating high-level costs for the City to own and operate water and wastewater treatment facilities.

Agenda

- Overview of existing water supply and wastewater treatment
- Summary of evaluation assumptions
- Cost estimates
- Water rights considerations

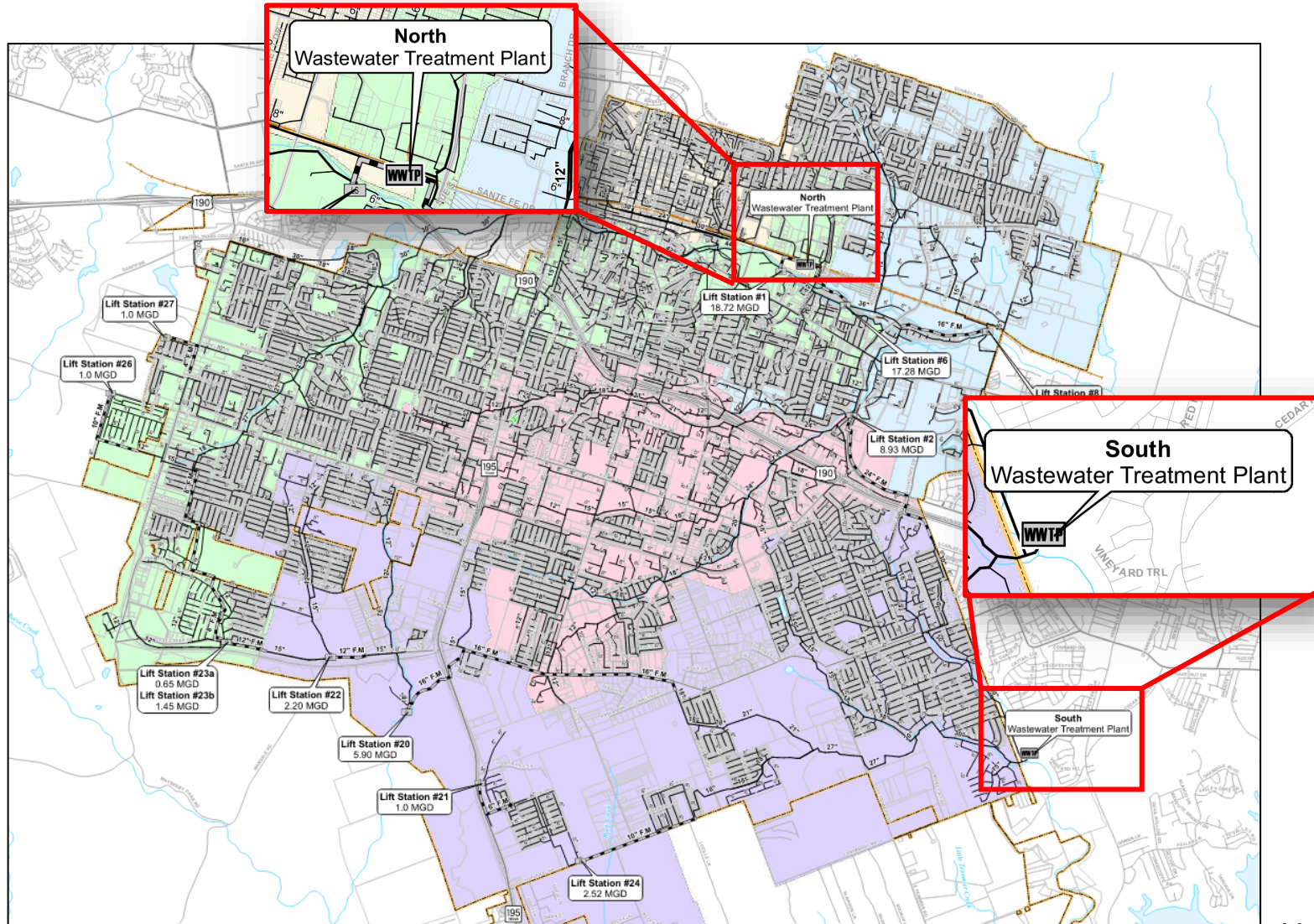
EXISTING WATER TREATMENT

- Killeen purchases treated water from Bell County Water Control and Improvement District #1 (BCWCID#1).
- BCWCID#1 treats and delivers up to 42 MGD.
 - Supplied at 5 separate locations
 - 10 MGD of supply acquired recently with construction of Stillhouse WTP
- This supply is part of 39,964 acre-feet/year of raw water allocated to Killeen.



EXISTING WASTEWATER TREATMENT

- Killeen sends wastewater to two WWTPs owned and operated by BCWCID#1.
- North WWTP has a capacity of 18 MGD and also receives flow from Fort Hood.
- South WWTP has a capacity of 6 MGD and only treats flow from Killeen.



EVALUATION SUMMARY

- Assumed future plant capacities would be equal to current capacities.
- Did not identify site locations and/or specific parcels.
- Water treatment facility
 - Assumed intake structure, raw water pump station, raw water transmission line, treated water transmission lines, and ground storage tanks would be required in addition to WTP.
- Wastewater treatment facility
 - Assumed facility would be located adjacent to waterway and would require minimal infrastructure to convey treated flows to discharge point.
 - Assumed discharge permit similar to existing plants.

COST ESTIMATE ASSUMPTIONS

- \$8/gal for water treatment plant
- \$13/gal for wastewater treatment plant
- 15% of total infrastructure cost for engineering/design
- \$15/dia-in/LF for water transmission lines
- \$15,000/acre for land acquisition

COST ESTIMATE SUMMARY

Water Treatment Facility

Project Component	Cost
42 MGD Water Treatment Plant	\$336,000,000
42 MGD Raw Water Pump Station	\$25,000,000
Raw Water Transmission Line	\$4,050,000
Raw Water Intake Structure	\$8,300,000
Treated Water Transmission Line	\$85,752,000
Ground Storage Tanks	\$35,200,000
Engineering/Design	\$74,145,300
Land Acquisition	\$450,000
Total Cost	\$568,897,300

Wastewater Treatment Facility

Project Component	Cost
24 MGD Wastewater Treatment Plant	\$312,000,000
Engineering/Design	\$46,800,000
Land Acquisition	\$450,000
Total Cost	\$359,250,000

ANNUAL COSTS

- Estimated number of WTP employees = 10-20
- Estimated number of WWTP employees = 10-20
- Assumed annual salary = \$50,000 - \$70,000 per year
- Estimated annual staffing cost per plant = \$500,000 - \$1,400,000
- Additional annual operating costs will include chemicals and electricity

WATER SUPPLY CONSIDERATIONS

- **Option 1 – Maintain existing 39,964 ac-ft water supply**
 - Contract directly with Brazos River Authority (BRA)
 - May have legal challenges to transfer water supply contract with BCWCID #1
 - No available surface water rights from other sources
- **Option 2 – Acquire groundwater**
 - Request proposals for water supply
 - Likely to be wells located significant distance from City
 - SAWS Vista Ridge example

QUESTIONS & ANSWERS



City of Killeen

Staff Report

File Number: MN-22-012

Consider Minutes of Regular City Council Meeting of April 26, 2022.

City of Killeen
City Council Meeting
Killeen City Hall
April 26, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Rick Williams, Councilmembers Jessica Gonzalez, Riakos Adams, Nina Cobb, Michael Boyd, Ken Wilkerson (arrived at 5:04 p.m.), and Mellisa Brown

Also attending were City Manager Kent Cagle, City Attorney Traci Briggs, City Secretary Lucy Aldrich, and Sergeant-at-Arms Bransom

Mr. Don Smith gave the invocation. Councilmember Brown led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Protem Williams to approve the agenda. Motion was seconded by Councilmember Adams. Councilmember Brown made a motion to amend the motion by approving the agenda moving PH-22-029 to the end of the Public Hearings. The motion to amend was seconded by Councilmember Adams. The amended motion carried unanimously. The motion as amended carried unanimously.

Councilmember Wilkerson joined the meeting at 5:04 p.m. and was able to participate in the voting of the agenda.

Citizen Comments

Mr. Leo Gukeisen spoke on agenda item RS-22-052.

Discussion Items

DS-22-053 Receive Update from Appraisal District of Bell County
Mr. Jon Locke, Executive Director of Finance advised that representatives with the Appraisal District were running late and would be arriving at the meeting soon. Mayor Nash-King moved on to the Consent Agenda items. *This discussion item follows agenda item PH-22-028.*

Consent Agenda

- MN-22-010** Consider Minutes of Special City Council Meeting of March 29, 2022.
- RS-22-051** Consider a memorandum/resolution accepting the annual audit report for the fiscal year ended September 30, 2021.
- RS-22-052** Consider a memorandum/resolution authorizing the purchase of solar LED lighting for the Conder Park Parking Lot and Long Branch Park from JEC Energy Solutions in the amount of \$122,370.19.
- RS-22-053** Consider a memorandum/resolution authorizing a fireworks display at the Killeen Athletic Complex on July 2, 2022.
- RS-22-054** Consider a memorandum/resolution updating the Interlocal Automatic Aid Agreement for Fire and EMS Services with the City of Harker Heights.
- RS-22-055** Consider a memorandum/resolution approving an Interlocal Automatic Aid Agreement for Fire and EMS Services with the City of Belton.
- RS-22-056** Consider a memorandum/resolution approving a professional services agreement with Garver, LLC, for the Apron Rehabilitation Phase II project at the Killeen Fort Hood Regional Airport, in the amount of \$63,600.
- RS-22-057** Consider a memorandum/resolution accepting the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Award and approving an Interlocal Agreement with the City of Temple and Bell County.

Motion was made by Councilmember Brown to table agenda item DS-22-053 until the arrival of Mr. White. Motion was seconded by Councilmember Adams. The motion carried unanimously.

Motion was made by Councilmember Boyd to approve the consent agenda. Motion was seconded by Councilmember Cobb. Councilmember Brown made an amended motion to remove RS-22-052 and RS-22-053 from consent agenda for separate consideration. Councilmember Adams seconded the amended motion. The amended motion carried 5 to 2 with Mayor Protem Williams and Councilmember Boyd in opposition. The motion as amended carried unanimously.

- RS-22-052** Consider a memorandum/resolution authorizing the purchase of solar LED lighting for the Conder Park Parking Lot and Long Branch Park from JEC Energy Solutions in the amount of \$122,370.19.

Staff Comments: Mr. Joe Brown, Executive Director of Recreation Services was available to provide additional information and answer questions.

Motion was made by Councilmember Brown to reject agenda item RS-22-052 and issue a request for proposals. Motion was seconded by Councilmember Adams. The motion carried 4 to 3 with Mayor Protem Williams and Councilmember Boyd in opposition. Councilmember Cobb abstained from voting resulting in a no vote.

- RS-22-053** Consider a memorandum/resolution authorizing a fireworks display at the Killeen

Athletic Complex on July 2, 2022.

Staff Comments: Ms. Danielle Singh, Assistant City Manager was available to provide additional information and answer questions.

Motion was made by Councilmember Adams to approve agenda item RS-22-053. Motion was seconded by Mayor Protem Williams. The motion carried 6 to 1 with Councilmember Brown in opposition.

Public Hearings

PH-22-028 HOLD a public hearing and consider an ordinance amending the FY 2022 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2022 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE 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.

Staff Comments: Jon Locke, Executive Director of Finance

This budget amendment addresses operational accounts in multiple funds, appropriates Public Facility Corporation (PFC) funds, provides funding for additional police interceptors, appropriates remaining funds in the old Water & Sewer bond, addresses multiple grant allocations, and recognizes funds to be received for multiple fire deployments. City staff recommends City Council approve the ordinance amending the FY 2022 annual budget as presented.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Wilkerson to approve PH-22-028. Motion was seconded by Councilmember Adams. Motion carried unanimously.

DISCUSSION ITEM,

Upon the Appraisal District of Bell County's representative, Mr. Billy White, arrival to the meeting, Mayor Nash-King allowed for agenda item DS-22-053 to be presented.

DS-22-053 Receive Update from Appraisal District of Bell County
Mr. Billy White with the Tax Appraisal District gave an overview of the district and reviewed how appraised values are determined.

PUBLIC HEARINGS CONTINUED,

PH-22-030 HOLD a public hearing and consider an ordinance requested by Raye Mayhorn on behalf of Passion for Christ Ministries, LLC (Case #FLUM 22-12) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Suburban Residential'

(SR) designation to a 'Suburban Commercial' (SC) designation for approximately 6.43 acres out of the Passion for Christ Ministries Addition, Block 1, Lot 1. The property is locally addressed as 3100 Little Nolan Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 6.43 ACRES OUT OF THE PASSION FOR CHRIST MINISTRIES ADDITION, BLOCK 1, LOT 1, FROM A 'SUBURBAN RESIDENTIAL' (SR) DESIGNATION TO A 'SUBURBAN COMMERCIAL' (SC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning

The property is designated as suburban residential on the Future Land Use Map (FLUM) of the Comprehensive Plan. A portion of the property is located within a FEMA regulatory special flood hazard area. City staff mailed courtesy notices to eight (8) surrounding property owners regarding this request. Given the property's location at the intersection of two collector streets, staff finds that the frontage along Little Nolan Road is suitable for use as suburban commercial. However, staff finds that the rear portion of the property is better suited for residential development and should remain designated as such. City staff recommends that the City Council approve amending the FLUM from suburban residential to suburban commercial for two-hundred and fifty feet (250) of depth along the frontage of Little Nolan Road, but that the rear portion of the property remain suburban residential. The Planning and Zoning Commission recommends approval of the applicant's request by a vote of 7 to 0.

Mayor Nash-King invited the applicant to speak.

The applicant, Ms. Raye Mayhorn, was available to provide additional information and 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-22-030 with Planning and Zoning's recommendation of approval the applicant's request. Motion was seconded by Councilmember Boyd. Motion carried 6 to 1 with Councilmember Brown in opposition.

PH-22-031 HOLD a public hearing and consider an ordinance requested by Raye Mayhorn on behalf of Passion for Christ Ministries, LLC (Case #Z22-17) to rezone approximately 6.43 acres out of the Passion for Christ Ministries Addition, Block 1, Lot 1, from "R-1" (Single-Family Residential District) to "B-1" (Professional Business District). The property is locally addressed as 3100 Little Nolan Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 6.43 ACRES OUT OF THE PASSION FOR CHRIST MINISTRIES ADDITION, BLOCK 1, LOT 1, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-1" (PROFESSIONAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning

If approved, the owner intends to sell the property to a prospective buyer for use as a real estate office. The property is designated as suburban residential and is not consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. The applicant has submitted a concurrent request to amend the FLUM from suburban residential to suburban commercial. A portion of the property is located within a FEMA regulatory special flood hazard area. City staff notified eight (8) surrounding property owners. To date, staff has received no written responses. Given the property's location at the intersection of two collector streets, staff finds that the frontage along Little Nolan Road is suitable for professional business and office uses. The character of the area includes residentially zoned vacant properties and religious institutions. City staff finds that rezoning a depth of two-hundred and fifty feet along the frontage to B-1 (Professional Business District), while allowing the rear portion of the property to remain residential, would be in keeping with the character of the area. The Planning and Zoning Commission recommended approval of the applicant's request to rezone the entire property by a vote of 7 to 0.

Mayor Nash-King invited the applicant to speak.

The applicant, Ms. Raye Mayhorn, did not speak but was available in the audience to provide additional information and answer questions if needed.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Boyd to approve PH-22-031. Motion was seconded by Councilmember Adams. Motion carried 6 to 1 with Councilmember Brown in opposition.

PH-22-029 HOLD a public hearing and consider an ordinance amending the Code of Ordinances Chapter 31 Zoning, adopting architectural and site design standards.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S ZONING REGULATIONS ADOPTING ARCHITECTURAL AND SITE DESIGN STANDARDS; 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: Wallis Meshier, Director of Planning

In May of 2020, the Killeen City Council directed staff to draft urban design and architectural standards for residential and commercial development. This direction was primarily in response to the State Legislature's adoption of House Bill 2439, which restricts the City's ability to enforce standards requiring masonry for new development. Since that time, staff has held fourteen (14) meetings with stakeholders, the Planning and Zoning Commission (P&Z), and City Council. Ms. Meshier presented the recommended amendments to Chapter 31. City staff recommends City Council approve the ordinance as presented.

Mayor Nash-King opened the public hearing.

Mr. Joshua Welch spoke against the ordinance.
Mr. Bill Paquette spoke against of the ordinance.
Ms. Anca Neagu spoke against the ordinance.
Mr. Ace Reneau spoke against the ordinance.
Mr. Travis Whitis spoke against the ordinance.
Ms. Fran Mitchell spoke against the ordinance.
Mr. Dillon Whitis spoke against the ordinance.
Mr. Dale Janda spoke against the ordinance.
Ms. Aracell Cook spoke against the ordinance.

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

Motion was made by Councilmember Boyd to approve PH-22-029. Motion was seconded by Councilmember Brown. Motion carried 5 to 2 with Councilmember Gonzalez and Councilmember Cobb in opposition.

Adjournment

With no further business, upon motion being made by Councilmember Brown, seconded by Councilmember Adams, and unanimously approved, the meeting was adjourned at 7:07 p.m.



City of Killeen

Staff Report

File Number: RS-22-063

Consider a memorandum/resolution approving an Intergovernmental Support Agreement with the United States Government for animal care on Fort Hood.

DATE: May 17, 2022

TO: Ken Cagle, City Manager

FROM: Joseph Brown, Executive Director of Recreation Services

SUBJECT: Establishing an Intergovernmental Support Agreement for animal care on Fort Hood

BACKGROUND AND FINDINGS:

Staff started working with Ft. Hood on an initiative to consolidate animal service care between Ft. Hood and the City of Killeen into one operation back in May 2021. This agreement will include facility operations on Ft. Hood, response time through the Ft. Hood cantonment and housing areas, pick-up and patrol throughout these same areas, animal adoption and return to owner, along with capturing and impounding stray animals found on Ft. Hood. The animal services on Ft. Hood will be performed by KAS in much more of a regional approach to animal care.

Term of the agreement would be for one (1) year and be renewable for successive one (1) year periods for up to nine (9) additional years. All of the service revenue was created based on the 3-5-year average of animals processed through the Ft. Hood Animal Service facility annually. Staff applied the annual number of animals to service categories within animal service i.e., general service costs, veterinary costs, animal fees, supplies, and labor. The Intergovernmental Support Agreement (IGSA) has made its way through several DOD approvals:

- Approved by Garrison SJA and Garrison Commander (COL. Foster)
- Approved by ID-R Legal and Director (Ms. McCullough)
- Approved by Deputy Commanding General of IMCOM (Mr. Robinson)
- Officially approved by LTG Gabram (IMCOM Commanding General) - this is where the official approval authority is. Approval was granted 04JAN22.

This IGSA will add the following to KAS:

- Thirteen full-time staff
 - X4 Animal Control Officers
 - X4 Animal Care Technicians
 - X3 Animal Service Representatives
 - X1 Animal Services Supervisor
 - X1 Animal Services Manager
- X4 Trucks with Animal Cab and lights
- Fuel cost
- Laptops
- Uniforms
- Radios
- Complete list in IGSA Concept Plan

Below is a year one example of what the agreement looks like, which is broken down through various revenue service categories related to operations of the animal service division that will service Ft. Hood.

Service	Amount	Total
General Service Costs		\$363,681.00
Veterinary Costs	\$	92,500.00
Animal Fees	\$166,890.00	
Supplies	\$	8,750.00
Labor	\$633,323.00	
Capital Investment	\$	0.00
		\$1,265,144.00

Service	Amount	FY	Total
Capital Investment	\$375,000.00	2024 and 2025	\$750,000.00

The city will utilize these monies to expand and update our current shelter facilities.

Benefits to the City of Killeen by entering into this (IGSA):

- Additional staff added to Animal Services Division
- Facility improvements to the Killeen Animal Shelter
- Partnership with Ft. Hood
- Ability to better serve our community through animal service care
- Alternative animal housing facilities

THE ALTERNATIVES CONSIDERED:

Option 1: Decline the opportunity to enter into the Intergovernmental Support Agreement for Animal Care

Option 2: Approve the Intergovernmental Support Agreement

Which alternative is recommended? Why?

Option 2: Entering into the Intergovernmental Support Agreement with Ft. Hood will bolster our ability and opportunity to care for stray animals not only in our City but within Ft. Hood. This agreement will allow us to drastically improve our current animal care facility, which ultimately allows us to care for our stray animals better.

CONFORMITY TO CITY POLICY:

N/A

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

The costs in the payment schedule below are based on current estimates and can be modified as needed throughout the agreement, with coordination between the parties. This payment schedule reflects costs in constant year dollars; however, the approved IGSA concept packet includes provisions for inflation over the 10-year period.

Period	Service	Amount	Total Amount
Year 1	General Service Costs	\$363,681.00	\$1,265,144.00
	Veterinary Costs	\$92,500	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323	
	Capital Investment	\$0.00	
Year 2	General Service Costs	\$41,548.00	\$1,318,011.00
	Veterinary Costs	\$92,500	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323	
	Capital Investment	\$375,000.00	
Year 3	General Service Costs	\$41,548.00	\$1,318,011.00
	Veterinary Costs	\$92,500	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323	
	Capital Investment	\$375,000.00	
Year 4	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323	
	Capital Investment	\$0.00	
Year 5	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500	
	Animal Fees	\$166,890.00	

Supplies	\$8,750.00	
Labor	\$633,323	
Capital Investment	\$0.00	
Year 6 General Service Costs	\$363,681.00	\$1,265,144.00
Veterinary Costs	\$92,500	
Animal Fees	\$166,890.00	
Supplies	\$8,750.00	
Labor	\$633,323	
Capital Investment	\$0.00	
Year 7 General Service Costs	\$41,548.00	\$943,011.00
Veterinary Costs	\$92,500	
Animal Fees	\$166,890.00	
Supplies	\$8,750.00	
Labor	\$633,323	
Capital Investment	\$0.00	
Year 8 General Service Costs	\$41,548.00	\$943,011.00
Veterinary Costs	\$92,500	
Animal Fees	\$166,890.00	
Supplies	\$8,750.00	
Labor	\$633,323	
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Year 9 General Service Costs	\$41,548.00	\$943,011.00
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Veterinary Costs	\$92,500	
Animal Fees	\$166,890.00	
Supplies	\$8,750.00	
Labor	\$633,323	
Capital Investment	\$0.00	
Total	\$10,824,376.00	

Is this a one-time or recurring expenditure?

Recurring for the terms stated within agreement

Is this expenditure budgeted?

No, upon approval the program will be included in the FY 2023 Proposed Budget.

If not, where will the money come from?

N/A

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

No, upon approval the program will be included in the FY 2023 Proposed Budget.

RECOMMENDATION:

Recreation Services staff recommends City Council approve the proposed Intergovernmental Support Agreement for animal care services on Ft. Hood.

DEPARTMENTAL CLEARANCES:

Legal
Finance
Human Resources

ATTACHED SUPPORTING DOCUMENTS:

IGSA USAG Recommendation
Intergovernmental Support Agreement

(UNCLASSIFIED)

ARMY STAFFING FORM For use of this form, see DA Memo 25-52; the proponent agency is AASA.		1. TRACKING NUMBER HQAMC-211123-4B38 122021-055		2. TODAY'S DATE (YYYYMMDD) 20211217		3. SUSPENSE DATE (YYYYMMDD) 20211227																																					
4. LEAD STAFF AGENCY AMIM-PWL		5. SUBJECT Intergovernmental Support Agreements (IGSA) Concept: USAG Fort Hood Stray Animal Services																																									
6. ROUTING: (ECC USE ONLY) Initial Date		ECC POC (Initial)		ECC (Rank, Name, Phone No.)		DIR, ECC (Initial)																																					
<table border="1"> <tr><td></td><td>SA</td><td></td><td></td></tr> <tr><td></td><td>CSA</td><td></td><td></td></tr> <tr><td></td><td>USA</td><td></td><td></td></tr> <tr><td></td><td>VCSA</td><td></td><td></td></tr> <tr><td></td><td>AASA</td><td></td><td></td></tr> <tr><td></td><td>DAS</td><td></td><td></td></tr> <tr><td></td><td>SMA</td><td></td><td></td></tr> <tr><td></td><td>DUSA</td><td></td><td></td></tr> <tr><td></td><td>VDAS</td><td></td><td></td></tr> </table>			SA				CSA				USA				VCSA				AASA				DAS				SMA				DUSA				VDAS			COMMENTS:					
	SA																																										
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	DUSA																																										
	VDAS																																										
7. ORIGIN: Requirement from - <input type="checkbox"/> SA <input type="checkbox"/> CSA <input type="checkbox"/> USA <input type="checkbox"/> VCSA <input checked="" type="checkbox"/> Staff Initiated <input type="checkbox"/> OSD <input type="checkbox"/> Congress <input type="checkbox"/> CJCS/JS <input type="checkbox"/> Other _____ Meeting/Forum/Other:																																											
8. WHAT IS IN THIS PACKET? TAB A: IMCOM Memo TAB B: Fort Hood IGSA Stray Animal Control TAB C: RSCA																																											
9. ACTION SEEKS SENIOR LEADER <input checked="" type="checkbox"/> Signature <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Guidance <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____ Recommendation Recommend IMCOM Commanding General review and sign IGSA memo at TAB A to senior leader:																																											
10. KEY AREAS IMPACTED: <input checked="" type="checkbox"/> Funding <input type="checkbox"/> Equipment <input type="checkbox"/> Personnel <input type="checkbox"/> Training <input type="checkbox"/> Strategy <input type="checkbox"/> Policy <input type="checkbox"/> Congressional <input type="checkbox"/> Legal <input type="checkbox"/> Other _____																																											
11. KEY POINT(S) THE SENIOR LEADERS SHOULD GET FROM THIS ACTION: ■ USAG Fort Hood proposes to partner with the City of Killeen for stray animal services currently procured by USAG Fort Hood via a service contract. ■ This IGSA partnership will result in an estimated average cost savings of \$234,361 annually to the Garrison.																																											
12. ADDITIONAL INFORMATION: - The Fort Hood Senior Commander, LT Gen. Robert P. White, MCoE, Commanding General concurred with this IGSA Concept.																																											
13. SENIOR LEADER/DECISION/COMMENTS: APPROVED _____ DISAPPROVED _____ NOTED _____ SEE ME _____ COMMENT _____																																											

(UNCLASSIFIED)

14. LEAD AGENCY STAFF COORDINATION		LEAD STAFF AGENCY: AMIM-PWL	TRACKING NO.: HQAMC-211123-4B38 122021-055
TITLE	INITIAL	TYPE OR PRINT NAME	DATE (YYYYMMDD)
G4		For Gregory S. Kuhr, SES (D/G4, Sherene R. Dorazio)	20211217
COS		Brad Hinson, COL - <i>Approved in TMT</i>	21 Dec 21
DCG		OMAR J. Jones, MG - <i>Approved in TMT</i>	3 Jan 21
EDCG		J. Randall Robinson, SES - <i>Approved in TMT</i>	22 Dec 21
PRINCIPAL ONLY		Douglas M. Gabram, LTG, CG	4 JAN 21
ACTION OFFICER (Signature) (Name/Title/Phone No./Email/Office Symbol)		<small>BLACKALLANSON.HUNTER.1401622221</small> <small>Digitally signed by BLACKALLANSON.HUNTER.1401622221</small> <small>Date: 2021.12.06 10:29:27 -0500</small> Anson Blackall, IMCOM G4 972-948-8207, anson.h.blackall.civ@army.mil, AMIM-PWL	20211206
SACO (Signature) (Name/Title/Phone No./Email)			

RECOMMENDATION FOR STAFF PRINCIPAL:

Recommend IMCOM CG review and sign IGSA memo at TAB A

15. STAFF COORDINATION

CONCUR	NON-CONCUR	AGENCY	NAME (TITLE, LAST NAME)	PHONE (XXX) XXX-XXXX	DATE (YYYYMMDD)	REMARKS
		OGC				
		OTJAG				
<input type="checkbox"/>	<input type="checkbox"/>					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	IMCOM	SJA, Randolph	(210) 466-0895	20211130	No Legal Objection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ID-R	McHugh, Michael	(910) 570-6537	20211130	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	IMCOM	G4 C/Log Div, Douglas	(210) 466-1710	20211123	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	IMCOM	G8 C/RMO, Thompson	(210) 466-0867	20211206	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	IMCOM	G4 C/CM Br, Morris	(210) 364-1447	20211123	
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					
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<input type="checkbox"/>	<input type="checkbox"/>					
<input type="checkbox"/>	<input type="checkbox"/>					

16. REMARKS BY ECC:

(UNCLASSIFIED)



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
2405 GUN SHED ROAD
JOINT BASE SAN ANTONIO FORT SAM HOUSTON, TX 78234-1223

AMIM-PWL (5b1)

4 January 2022

MEMORANDUM THRU U.S. Army Installation Management Command (IMCOM), IMCOM Directorate – Readiness, Building 8-1808, 4700 Knox Street, Fort Bragg, NC 28310

FOR Commander, Headquarters, United States Army Garrison, Fort Hood, Fort Hood, TX 76544-5002

SUBJECT: Intergovernmental Support Agreement (IGSA) Approval Memorandum

1. Reference USAG Fort Hood, AMIM-HDP-B, memorandum, (Intergovernmental Support Agreement (IGSA) Concept: U.S. Army Garrison Fort Hood: Stray Animal Services), Undated (Encl).
2. Approval granted to enter into the referenced IGSA between USAG Fort Hood and the City of Killeen in accordance with 10 U.S.C. § 2679. The IGSA allows USAG Fort Hood to collaborate with the City of Killeen for stray animal services support. This IGSA partnership will result in an estimated average cost savings of \$234,361 annually to the Garrison.
3. Approval granted to the USAG Fort Hood Commander to sign a non-Federal Acquisition Regulation based agreement on behalf of the Army to receive these services on terms and conditions consistent with those presented for purposes of obtaining IMCOM approval of this IGSA. The installation's legal support staff will review the IGSA prior to the USAG Commander signing to ensure it is legally sufficient and consistent with the terms of this approval.
4. Garrison will forward a copy of the executed IGSA to the Installation Management Command IGSA Program Manager, Mr. Richard Morris, within 180 days of approval date.
5. HQ IMCOM POC for this action is Mr. Richard Morris, (210) 364-1447, or email: richard.l.morris56.civ@mail.mil.

DOUGLAS M. GABRAM
Lieutenant General, U.S. Army
Commanding

Encl

CF:
Commanding General, MCoE



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD
FORT HOOD, TEXAS 76544-5002

AMIM-HDP-B (20-005)

MEMORANDUM THRU Director, U.S. Army Installation Management Command- *BLM*
Readiness (AMIM-REA-ZA), 4700 Knox Street, Building 8-1808, Fort Bragg, NC 28310

FOR Deputy Commanding General, U.S. Army Installation Management Command
(AMIM-PWH), 2401 Gun Shed Road, Building 2261, Joint Base San Antonio, Fort Sam
Houston, TX 78234

SUBJECT: Intergovernmental Support Agreement (IGSA) Concept: U.S. Army Garrison
Fort Hood: Stray Animal Services

1. Reference IMCOM OPORD 20-005, IMCOM Intergovernmental Support Agreement (IGSA) Program, 27 January 2020.

2. Scope: Fort Hood will partner with the City of Killeen for the provision of services relating to the capture and confinement of stray animals, which are currently obtained through a service contract.

3. Objectives: Pursue a partnership with the City of Killeen to realize both financial savings and administrative/operational efficiencies in the capture and confinement of stray animals on the Fort Hood Installation.

4. Discussion: Currently, Fort Hood obtains stray animal services via a FAR-based service contract executed through the Mission Installation Contracting Command (MICC). The current contract includes capture and confinement, operation of the on-post stray animal facility, adoptions, vaccinations, and some limited veterinary services.

a. Fort Hood proposes to obtain these services using a 10-year (base plus 9 years) IGSA that will offer financial savings and operational efficiencies.

b. The Performance Work Statement (PWS) will detail the service agreement between the City of Killeen and Fort Hood. The PWS will include items such as facility operations, response times, adoption and return-to-owner procedures, and limited veterinary care.

c. The City of Killeen, as the service provider, will operate the on-post stray animal facility, respond to service calls, and capture stray domesticated animals. Fort Hood will provide an IGSA-Manager (IGSA-M) and an IGSA Technical Representative (IGSA-TR) that will perform duties as outlined in IGSA OPORD 20-005.

AMIM-HDP-B (20-005)

SUBJECT: Intergovernmental Support Agreement (IGSA) Concept: U.S. Army Garrison Fort Hood: Stray Animal Services

5. Benefit Analysis:

a. This IGSA will reduce the cost of stray animal services on Fort Hood by approximately \$2.5M over the course of 10 years, and will provide opportunities for efficiencies resulting from the partnership between the City and the Installation.

b. The IGSA will resolve the issue of contractually allowing a service provider to hold an animal for greater than 72 hours. Under the IGSA, Fort Hood transfers the responsibility of the animal to the City of Killeen after 72 hours.

c. Response times for service calls and after-hours response will not be impacted.

d. These benefits will result in overall improved administration of the service requirements and reduce costs.

6. Risk Analysis: If the IGSA is not approved, then Fort Hood will continue to use a FAR-based contract. Fort Hood will adhere to the 72-hour confinement limitation, and the cost of handling the animals after that period will add to the existing cost of the contract.

7. The point of contact for this memorandum is Jill Alexander, (254) 288-2422, or jill.m.alexander.civ@army.mil.

2 Encls

1. IGSA Coversheet

2. COA Determination



CHAD R. FOSTER

COL, AR

Commanding

Enclosure 1 IGSA Coversheet

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA) COVERSHEET This document is intended to support the auditability of the IGSA program at installation and HQ IMCOM levels.	
Preparer's Initials	Questions/Procedures
JMA	1. Installation and Partners: Fort Hood and City of Killeen
JMA	2. Is the proposed function currently executed by the Army via contract? <u> X </u> Yes <u> </u> No 2a. Identify the type of contract with a checkmark: (8(a) Set-Aside and A-1 contracts require coordination which notifies stakeholders Army is pursuing an IGSA IAW DA EXORD and Title 10 Section 2679. NOTE A-1 coordination conducted at HQ IMCOM <u> </u> 8(a) Set-Aside <u> </u> AbilityOne <u> X </u> Other <u> </u> 8(a) Coordination Completed 2b. Contract award date: 01 July 2017 2c. How many option years remain? • No option years remain; contract is in 4 th option period. 2d. Contract expiration date: • 30 June 2022 2e. Current annual cost of the contract: • \$1,176,361.56 2f. Current Contract Number: • W91151-17-C-0047
JMA	3. Has this function ever been performed by a Department of the Army Civilian? <u> </u> Yes <u> X </u> No 3a. When was the last time this work was performed (year)? N/A
JMA	4. Length of IGSA (Not to exceed 10-years): 10 year
JMA	5. Annual IGSA cost: On average - \$942K annually, ranging from \$808K to \$1.2M per year.
JMA	6. Estimated annual savings from transition to IGSA: \$234,361.00 on average
JMA	7. Estimated cost reduction percentage: 20%
JMA	8. Estimated cost avoidance (if any): Euthanasia costs estimated at \$100.00 per animal.
JMA	9. Services provided: Stray Animal Capture and Confinement.
JMA	10. Has the installation Senior Commander concurred with the IGSA Concept Packet? <u> X </u> Yes <u> </u> No
JMA	11. IGSA Manager and Technical Representative (TR) (Name, title, email and phone): IGSA-M, Jill Alexander, Chief Business Operations and Integration, jill.m.alexander.civ@army.mil, 254-288-2422. IGSA-TR, Sean Goodwin, Chief Municipal Services Branch, sean.d.goodwin.civ@army.mil, 254-287-5118

Enclosure 2 Course of Action Determination

1. Constraints of Analysis:

a. **Facts:**

(1) Fact 1: City of Killeen is a municipality that currently offers stray animal capture and confinement services.

(2) Fact 2: Fort Hood currently obtains stray animal services through the use of an existing Federal Acquisition Regulation (FAR)-based contracting vehicle.

(3) Fact 3: The current contract allows animals to be held for longer than 3 days.

(4) Fact 4: The use of an IGSA will reduce costs over a multi-year period and will resolve the 3-day confinement limitation using a FAR contract.

b. **Assumptions:**

(1) Assumption 1: The Directorate of Public Works will continue to be responsible for stray animal response on Fort Hood.

(2) Assumption 2: Veterinary services and animal throughput will remain consistent with historical values.

(3) Assumption 3: Revising the contract language to hold animals for no more than 3 days will not reduce overall contract costs.

2. Courses of Action (COA):

a. COA 1 (Status Quo): Do Nothing. Continue with FAR-based contract.

(1) Attribute of COA: Costs will continue to exceed \$1M annually.

(2) Attribute of COA: Performance Work Statement will need to be re-written to handle animals after 72 hours in confinement.

(3) Total Period of Performance Cost of COA: Not to Exceed \$12,100,000.00.

b. COA 2: Implement IGSA Concept.

(1) Attribute of COA: Fort Hood partners with the City of Killeen to capture and care for stray animals.

(2) Attribute of COA: Annual costs will decline.

(3) Total Period of Performance Cost of COA: Not to Exceed \$10,000,000.00.

3. Selection Criteria and Decision Matrix: In accordance with 10 U.S.C. 2679, an IGSA is determined to be in the best interest of the Service (Army) by enhancing mission effectiveness, creating efficiencies, creating economies of scale, and by reducing costs. These benefits translate into four (4) selection criteria factors that will be analyzed through the COA determination matrix exercise.

a. IGSA Selection Criteria Factors:

1. **Efficiencies:** Creates an efficiency or economies of scale.
2. **Service Cost:** Reduces cost of service.
3. **Quality of Life:** Improves quality of life for Soldiers and Families.

b. COA Determination Matrix:

Evaluation Criteria	Weight	COA 1 (Status Quo)		COA 2 (IGSA)	
		Rating	Score*	Rating	Score*
Efficiencies	25.0%	3	0.75	2	0.50
Cost	50.0%	5	2.50	1	0.25
Quality of Life	25.0%	3	0.75	2	0.50
Score	100%	4.0		1.25	
<ul style="list-style-type: none">• Scoring - Individually scored per criteria within the COA produces the preferred COA.• A weight factor is provided per criteria.• A Rating (1-5) provided as:<ul style="list-style-type: none">• 1-Excellent; 2-Good; 3-Fair; 4-Poor; 5-Worse• This is a scoring matrix not a ranking.• Score is (Weight factor X Rating)• Lowest IS BEST					

4. Detailed cost comparison: Please see below Course of Action Determination cost comparison.

Cost Comparison			
Supplies / Services	COA 1 (Contract)	COA 2 (IGSA)	Delta
	\$1,176,361.56	\$942,000.00	\$234,361.00
Total	\$1,176,361.56	\$942,000.00	\$234,361.00

5. Recommendation: The IGSA between the City of Killeen and Fort Hood is clearly in the best interest of the Army, Fort Hood, and the surrounding community. As mentioned, the IGSA will provide cost efficiencies and a valuable partnership with the community, thus the recommendation is to implement the transition from a FAR-based contract to an IGSA.

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES AND

CITY OF KILLEEN, TEXAS

WOVCAA-IGSA-A60RF-22-002

This Intergovernmental Support Agreement (hereafter referred to as the "IGSA" or "Agreement") between the United States and City of Killeen, Texas (hereafter referred to as the "CITY") is entered into pursuant to federal law codified at 10 USC 2679. The United States and the CITY may be referred to herein as the "Parties." The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Garrison Commander (hereafter referred to as GC) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the CITY, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The Parties undertake this Agreement to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

The CITY shall perform the Installation Support Services as stated in this IGSA and the Exhibits which are all adopted and incorporated into this Agreement. Installation Support Services only include services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that Installation Support Services do not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in CITY personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances shall CITY employees or contractors be deemed federal employees. If the CITY provides services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the CITY and its employees.) Employees of the United States may not perform services for or on behalf of the CITY without the approval of the GC.

The following are authorized to act on the behalf of the GC in the execution of this agreement. They are:

IGSA-Manager (IGSA-M)

IGSA-Technical Representative (IGSA-TR)

IGSA-Functional Expert (IGSA-FE)

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the CITY, the United States agrees to pay the CITY in accordance with the following amounts. These amounts are broken down with more specificity in Exhibit C Intergovernmental Cost Estimate.

Period	Service	Amount	Total Amount
Year 1	General Service Costs	\$363,681.00	\$1,265,144.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 2	General Service Costs	\$41,548.00	\$1,318,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$375,000.00	
Year 3	General Service Costs	\$41,548.00	\$1,318,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$375,000.00	
Year 4	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 5	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 6	General Service Costs	\$363,681.00	\$1,265,144.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 7	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	

	Capital Investment	\$0.00	
Year 8	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 9	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Year 10	General Service Costs	\$41,548.00	\$943,011.00
	Veterinary Costs	\$92,500.00	
	Animal Fees	\$166,890.00	
	Supplies	\$8,750.00	
	Labor	\$633,323.00	
	Capital Investment	\$0.00	
Total			\$10,824,376.00

The costs in the payment schedule are based on current estimates and can be modified as needed throughout the Agreement, with coordination between the Parties.

The schedule above reflects costs in constant year dollars; however, the approved IGSA concept packet included provisions for inflation over the 10-year period. Such inflation may be negotiated between the United States and the CITY.

INCREMENTAL FUNDING:

The United States expects funding for this agreement to be provided incrementally. The United States will notify the City of the amount available for obligation and payment under this Agreement and shall only be liable for payment of services up to this amount and subsequent amounts allotted to the Agreement by the IGSA-TR. The United States anticipates that it will receive additional funds incrementally to the full estimated cost of the services for each performance period. The City agrees to perform services up to, but not under any circumstances exceeding, the total amount of funds available under this Agreement or each subsequent allotment. The City shall notify the IGSA-TR one month before it shall exceed the amount of available funding.

Upon receipt of such notification, the IGSA-TR shall notify the CITY that additional funds have been allotted to the agreement and specify the amount; or if funds are not available, notify the CITY to suspend performance of the Agreement until funds are available.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement, and renewable for successive one-year periods for up to 9 additional years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the IGSA-M of an intent to award the option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 90 days prior to the expiration of the current Agreement term. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the Parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States, except that the Parties agree if the United States unilaterally terminates this Agreement due to inadequate funding, the United States shall pay for any and all fees and cost incurred to the CITY at the day of termination.

PAYMENT:

The United States shall pay an initial first month installment to the CITY of not less than \$150,000 each year, with the IGSA Agreement balance to be paid evenly over the remaining 11-month Agreement Period. However, capital improvements such as modifications to the facility will be paid in one installment.

The United States shall pay the CITY for services on a monthly basis. Payment shall be based on services provided as set forth in this Agreement. The CITY shall not include any State or Local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. The CITY shall electronically submit invoices or payment requests to the IGSA-TR and IGSA-FE specified in this document or future addendums. The IGSA-TR will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The United States will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978. Payment will be made by the United States through the General Fund Enterprise Business System (GFEBS). Modification to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the IGSA-M.

OPEN COMMUNICATIONS AND QUALITY CONTROL:

The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The CITY shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After the Agreement is signed, an initial joint meeting of the Parties will be conducted to discuss the quality control plan. The initial meeting shall also discuss orientation of the CITY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the CITY.

INSPECTION OF SERVICES:

The CITY will only tender services and goods in conformance with the IGSA. The Directorate of Public Works (DPW), with the approval of the IGSA-M, shall appoint an IGSA-FE who will be responsible for inspecting all services performed. The CITY will be notified of the identity of the IGSA-FE and of any changes. If services are performed outside the installation, the IGSA-FE shall be granted access to areas where services are performed. The IGSA-FE shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the IGSA-FE determines that services do not conform to the requirements in this IGSA, the IGSA-FE can require the CITY to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-FE can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the IGSA-FE can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-FE may alternately waive price reductions or re-performance of the services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the GC.

If the CITY is unable to perform any of the services due to an occurrence beyond the reasonable control of the Parties, such as acts of God, unusually severe weather, or government activities on the installation which impede the CITY's performance, the CITY shall promptly notify the IGSA-FE.

In those rare instances in which the CITY fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the CITY. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by the CITY to allow for amicable resolution of issues between the Parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-FE, the GC may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the CITY POC identified in this agreement.

TERMINATION:

The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this Agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the Point of Contacts (hereinafter, "POCs") designated in this Agreement.

When notified by the IGSA-M of the termination, the CITY shall immediately stop all work. The United States will pay the CITY a percentage of the agreed price reflecting the percentage of work performed up to the time the CITY receives the termination notice. The CITY shall not be paid for any work performed or costs incurred which reasonably could have been avoided after notice of termination.

SUSPENSION OF AGREEMENT:

The United States reserves the right to suspend performance of the Agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW:

The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES:

The Parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet on a monthly basis to discuss performance and any other issues that either Party may have. The IGSA-TR shall represent the United States in such meetings. The Assistant City Manager, or his or her designee, shall represent the CITY in those meetings.

NOTICES, POCs, ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the United States, the IGSA-Manager is Mr. Kelly Sandifer,
kelly.j.sandifer2.civ@army.mil.

For the United States, the IGSA-Technical Representative is Ms. Kimberly Hopkins, kimberly.k.hopkins.civ@army.mil.

For the United States, the IGSA-Functional Expert is TBD, (email)

For the CITY, the primary point of contact is Ms. Jessica Green, jlgreen@killeentexas.gov

For the CITY, the alternate primary point of contact is Ms. Danielle Singh, dsingh@killeentexas.gov

For the CITY, the functional representative is TBD (Animal Shelter Manager, Fort Hood)

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

If changes to the IGSA are necessary, the Assistant City Manager, the IGSA-M, and the IGSA-TR shall meet at least 90 days prior to the expiration of the Agreement then in effect.

Any Party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to the IGSA by the IGSA-M to be effective.

DUTY TO PROTECT UNITED STATES GOVERNMENT PROPERTY ON THE INSTALLATION:

The CITY shall conduct a visit of the installation with the IGSA-FE prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The CITY shall prepare an accident-avoidance plan to protect United States property on the installation (a template will be provided). The accident-avoidance plan should identify the measures the CITY will take to ensure that personnel operating motor vehicles obey the rules of the road and employ techniques to avoid accidents or collisions while traversing Fort Hood property. The plan shall also identify measures the CITY will take to avoid unnecessary wear and tear on the government-owned facility. The CITY shall take measures to protect and not damage any property of the United States during performance of services. Should the CITY damage such property, the CITY may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the CITY does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration

costs from amounts billed by the CITY each month. The IGSA-M shall provide written notice of the United States' intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of United States property over the term of the current period of performance.

CONTINUITY OF SERVICES:

The CITY recognizes that the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties (not including lack of available funding).

WAGES AND LABOR LAW PROVISIONS:

These provisions apply to the CITY and any contractor performing services under this IGSA on behalf of the CITY. The CITY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the CITY and complies with all applicable CITY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The CITY shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the CITY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the Agreement, the CITY shall immediately notify the IGSA-M and IGSA-TR. The CITY shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to the CITY and its contractors. The CITY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The CITY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The CITY shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the GC.

ACTIONS OF DESIGNEES:

Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official with the exception of the IGSA-M.

EXHIBITS:

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A- Performance of Work

Exhibit B- General Provisions

Signatures and dates of signatures of the Parties:

FOR THE UNITED STATES:

FOR CITY OF KILLEEN:

CHAD FOSTER
COLONEL, U.S. ARMY
GARRISON COMMANDER

KENT CAGLE
CITY MANAGER, CITY OF KILLEEN
KILLEEN, TEXAS

Date

Date

EXHIBIT A:
PERFORMANCE OF WORK

Scope: The CITY's Animal Control Department will provide services, including operating the Stray Animal Impound Facility (hereinafter "SAIF") on the Fort Hood cantonment area, to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. Animal control services will ensure that stray animals are controlled on the installation to prevent damage to United States government property and affect mission accomplishment.

1. Basic Services.

1.1 The CITY shall, when requested for services by the Fort Hood Directorate of Public Works, proceed to the specified area on the Fort Hood cantonment area, which includes all housing areas. The CITY shall impound all domestic animals either observed, or requested, as a stray animal. The CITY shall transport all live captured domestic animals to the CITY Animal Control Facility (ACF) or the Stray Animal Impound Facility on Fort Hood (SAIF). The CITY will also be responsible for removing and/or disposing of dead animals found on Fort Hood.

1.2 The CITY shall be dispatched to a request for service on Fort Hood by the Fort Hood Directorate of Public Works when domestic animal control issues arise. The CITY shall be available to receive and respond to a request for service 24 hours per day, 7 days a week to include weekends and holidays.

2. Stray and Feral Animals

2.1 During a request of service, the CITY shall impound, in a humane manner, all stray domestic dogs and transport them to the Stray Animal Impound Facility (SAIF) or the CITY Animal Control Facility (ACF). Stray domestic and feral cats may also be brought to the Stray Animal Impound Facility where the CITY shall impound them in a humane manner.

2.2 The CITY shall receive telephonic calls from the Fort Hood Directorate of Public Works to impound domestic animals that have been observed or reported as a stray or feral animal. The CITY shall proceed to the specified location according to the call priority standards stated in section 5 of this Exhibit. All stray and feral animals captured will be taken to the CITY Animal Control Facility (ACF) or the Stray Animal Impound Facility (SAIF) for the purpose of sheltering animals.

2.3 An Animal Control Officer (ACO), upon receiving any animal for impoundment, shall record the description, breed, color, sex, and microchip information of the animal and the

date and time of impoundment. If the animal is microchipped or if the owner is known, the officer shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, the ACO shall contact the appropriate microchip company to determine the owner of the animal. If the owner is identified, the ACO shall contact the owner. The ACO shall record all data collected separately for animals found on United States property and animals found within the CITY of Killeen.

2.4 If unsuccessful in attempting to contact the owner within 72 hours of impoundment, the ACO will notify the IGSA-FE for decision on disposition. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the IGSA-FE.

2.5 If the animal is not reclaimed within 72 hours, Sundays and Federal and/or CITY holidays excluded, and after either contact with the owner or decision from the IGSA-FE, the animal may be adopted or humanely disposed of by the ACF.

2.6 Animals that are reclaimed and reside on Fort Hood property must meet the requirements of the Fort Hood ~~Regulation 40-7~~ before returning to on-post housing. Owner(s) shall provide proof of registration from Fort Hood. This shall be accomplished at the owner's expense.

*Requirements for dogs: microchip; sterilization, confirm up-to-date rabies, distemper, hepatitis, parainfluenza and canine parvovirus, and Bordetella Brochiseptica; heartworm test annually, taking current heartworm preventative; annual fecal exam for intestinal parasites.

*Requirements for cats: microchip; confirm up-to-date rabies, viral rhinotracheitis, calicivirus, and panleukopenia {FVRCP} vaccines; outdoor cats are up-to-date on feline leukemia {FeLV} vaccine; annual exam for intestinal parasites.

2.7 Any animal that comes into possession of the CITY ACF, which was found on United States Property, that is seriously injured, sick, or exhibiting symptoms of contagious disease shall be humanely euthanized by CITY ACF personnel without waiting for the 72 hour expiration period provided; however, CITY ACF personnel shall contact the animal's owner, if known, to inform the owner of the disposition of such animal. In the case of infectious or contagious diseases, the IGSA-TR shall be notified. If the animal is not contagious and if CITY ACF chooses not to initially euthanize such animal and the owner indicates that the animal will be reclaimed, but fails to reclaim the animal within two (2) days of such notification, then the sick, or injured animal shall be euthanized by the CITY ACF. The CITY ACF shall keep a record of such animal, to include the breed, color, and sex of the animal, the date and time the animal came into possession of the ACF, the type of injury, disease, or sickness of the animal, the date the animal was euthanized, and any other information relevant to the health, condition, and description of such animal. ACF will provide consultation to Fort Hood DES as needed for animal abuse and

neglect cases. If, in the course of investigating, apprehending, or otherwise taking custody of a potentially dangerous domestic animal and such animal is not securely restrained, or an ACO or military law enforcement officer has reasonable suspicion to believe that the animal poses an immediate threat of serious physical injury or death to any person or other domestic animal, the ACO shall notify military law enforcement to render such potentially dangerous domestic animal immobile by means of deadly force, if necessary, to humanely dispose of the dangerous domestic animal.

2.8 Upon being notified of an area being frequented by stray domestic animals, the CITY, after exhausting all available capture measures and methods, except trapping, shall coordinate with Fort Hood Directorate of Public Works to place traps that are specifically designed for the humane capture of domestic animals. The CITY shall check all traps at least twice per day to ensure that no trapped animal is subject to extreme weather conditions, lack of food/water or any adverse conditions that could cause harm or injury to the trapped animal. CITY personnel will be responsible for restocking the trap with fresh food. Wild (not including Feral Cats) animals that are captured in traps shall be released in the wild (approved range areas). Upon capture of a stray domestic animal in a trap, a CITY ACO will be notified to collect and transport to the CITY ACF. The CITY will respond to reports of non-domesticated animals, except rats, mice, and large game. Non-domesticated animals could include but are not limited to species such as nuisance birds, bats, raccoons, possums, snakes, other reptiles, etc.

3. Quarantine Procedures for Animals Involved in Bites - Currently administered by VETCEN (Fort Hood Veterinarians)

3.1. The CITY may transfer animals involved in bites to CITY ACF if there is no room available at the SAIF while the animal awaits trial.

4. Surrender of Pets by Owners

4.1 The CITY may accept the surrender of pets by their owners, subject to the availability of space, in the Stray Animal Impound Facility (SAIF) and/or CITY ACF. Only owners residing in Fort Hood family housing are eligible to surrender their pets under this IGSA at SAIF. The CITY will verify the owner's residency based on presentation of a signed Memorandum for Record from the Installation Veterinary Clinic before accepting any animals. After a three day quarantine/holding period, the impounded animals that were surrendered by their owners, and which have not been reclaimed, become the property of the CITY and can be placed for adoption or otherwise disposed of in a humane manner or as required by State law.

5. Call Priority

5.1 Priority 1 (Need an ACO to Respond Now) typically 30 minutes

- Aggressive
- Bites
- Sick/Injured
- Trapped/Confined
- Assisting ASU/PD/CONSTABLES/FT HOOD POLICE

5.2 Priority 2 (Need an ACO to Respond ASAP) typically 1 hour

- Violations
- Welfare
- Abandonment
- Wildlife Indoors

5.3 Priority 3 (Need an ACO to Respond ASAP) typically 2 hours

- Stray Roam
- Dead Animals
- Barking Dog
- Follow-Up Calls

EXHIBIT B
GENERAL PROVISIONS

CITY FURNISHED PROPERTY:

As outlined in the SUMMARY OF SERVICES AND PRICE charts, the United States agrees to pay the CITY in accordance with the following amounts so that the CITY can accomplish the performance work statement.

The CITY shall furnish vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this IGSA.

The CITY shall provide and maintain its own telephone lines necessary to maintain contact with the FC911 center.

UNITED STATES FURNISHED PROPERTY:

The United States will provide access to the Stray Animal Impound Facility (SAIF), located at Building 4902. The United States will maintain the structure. The United States will also allow the CITY to make facility improvements to improve the animals' quality of life while they are housed in the Stray Animal Impound Facility (SAIF). Such improvements will be at no cost to CITY. The United States shall bare all cost associates with improvements. Such improvements will include but not limited to the following:

- Shade canopy over grassy area at the rear of kennels
- Concrete play yard area
- Kennel repairs such as gates, latches, fencing, paint, guillotine doors, lighting
- HVAC repairs and replacement
- Building and parking lot signage

The United States will provide utilities and a back-up generator to the CITY. The CITY shall immediately notify the IGSA-FE in the event of an outage and/or utilities that become defective or otherwise inoperable.

The United States will not provide equipment to the CITY other than what is physically located within the SAIF and would be considered relevant to this IGSA.

The United States will provide key(s) to Building 4902 to the CITY.

The CITY is requesting an option during year 2 and 3 of this Agreement as a task order cost, totaling \$375,000 in each of FY23 and FY24. The CITY would like to make applicable improvements to the CITY's current Animal Shelter, located within the CITY of Killeen limits, to allow accommodations for more animals. These improvements are directly associated with this Agreement due to the size of the Fort Hood facility and the anticipated need for more space to house stray animals. These improvements would be the following:

- Kennel expansion and updates

Improvement	Cost	Year
Kennel expansion	\$750,000.00	FY23-FY24

Acronyms and Definitions:

ACO – Animal Control Officer

ADOPTION – The transfer of a stray or surrendered animal by the animal shelter to a new owner.

CITY – Killeen

FERAL – Existing in a wild or uncultivated state, especially after being domestic or cultivated

STRAY ANIMAL – An uncontrolled dog or cat, which is homeless, ownerless, or is a privately owned dog or cat allowed dog or cat allowed to roam without restriction.

INSTALLATION SECURITY AND ACCESS REQUIREMENTS:

The CITY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the IGSA-M. The CITY shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-FE as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The IGSA-M may deny the continued entry of any employee, upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All CITY vehicles will be identifiable and include the CITY's name and logo to include vehicle number.

FEDERAL HOLIDAYS:

The CITY may be required to perform services on recognized federal holidays. The recognized federal holidays are:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE:

The CITY employees and any City-contracted employees (if applicable) shall comply with all installation security and health conditions. City employees who interact with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are CITY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the CITY will provide the IGSA-FE all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA:

~~CAM Regulation 40-7 Pet and Animal Control~~
COK Code of Ordinances regarding animals, Chapter 6



ESTABLISHING AN INTERGOVERNMENTAL SUPPORT AGREEMENT FOR ANIMAL CARE

Background and Findings

2

- ❑ Staff started working with Ft. Hood on an initiative to consolidate Animal Service care between Ft. Hood and the City of Killeen into one operation back in May 2021
- ❑ The City of Killeen Animal Services will encumber all animal service care within Ft. Hood through this agreement
 - ▣ Term of the agreement would be for one (1) year and renewable for successive one (1)-year periods for up to nine (9) additional years

Recap

3

- Presented the Intergovernmental Support Agreement (IGSA) to City Council during an April 19th Workshop
 - ▣ Gained consensus that entering into the IGSA is advantageous to the City of Killeen and Ft. Hood
 - ▣ Bringing agreement back to Council in May by way of resolution to accept the proposed IGSA
 - Initiating the IGSA and aiming to be full-performance by October 1, 2022

IGSA Revenue

4

Service	Amount	Total
General Service Costs	\$363,681.00	
Veterinary Costs	\$92,500.00	
Animal Fees	\$166,890.00	
Supplies	\$8,750.00	
Labor	\$633,323.00	
Capital Investment	\$0.00	
		\$1,265,144.00

- Year one example of what agreement looks like

IGSA CIP Revenue

5

Service	Amount	FY	Total
Capital Investment	\$375,000.00	2023 and 2024	\$750,000.00

- ❑ Improvements to current City of Killeen Animal Shelter

Performance of Work

6

- Ft. Hood will partner with the City of Killeen for the provisions of services relating to the capture and confinement of stray animals
 - ▣ This agreement will include facility operations on Ft. Hood, response times, stray animal pick-up/patrol, adoption, and return to owner

Benefits

7

- ❑ Additional staff added to Animal Services Division
- ❑ Facility improvements to the Killeen Animal Shelter
- ❑ Partnership with Ft. Hood
- ❑ Ability to better serve our community through animal service care
 - ▣ Alternative animal housing facilities

Budget/Cost per Animal

8

	Operations & Maintenance Budget	Animals Served annually	Spent per Animal
Killeen Animal Services	\$1,219,958.00	4,500	\$271.00
IGSA	\$1,265,144.00	900	\$1,405.71
Combined services	\$2,485,102.00	5,400	\$460.00

Population	
Killeen	150,103
Ft. Hood	23,508

Alternatives

9

- Option 1: Decline the opportunity to enter into the Intergovernmental Support Agreement for Animal Care
- Option 2: Approve the Intergovernmental Support Agreement with Ft. Hood

Recommendation

10

- Staff recommends City Council approve the proposed Intergovernmental Support Agreement with Ft. Hood



City of Killeen

Staff Report

File Number: RS-22-064

Consider a memorandum/resolution authorizing an Interlocal Agreement with the Killeen Independent School District for the construction of a sewer line in the Trimmier Creek Basin.

DATE: May 17, 2022

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize the execution of an Interlocal Agreement with Killeen Independent School District (KISD) to help fund the construction of a sewer line in the Trimmier Creek Basin

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes project 5S - construction of a 12-inch sewer line north of Chaparral Road and west of East Trimmier Road. This project is also included in the Impact Fee Study and is eligible for funding through impact fees. This new sewer line will provide sewer service to new customers in the Trimmier Creek Basin area. The Killeen Independent School District (KISD) approached City staff with their desire to build a new middle school (MS 15) located on Chaparral Road, south of the new Chaparral High School. During discussion about MS 15, City staff informed KISD staff about Project 5S and how it could provide sewer service to MS 15. City and KISD staff developed the attached Interlocal Agreement which states that KISD will pay for 50% of Project 5S, up to \$750,000, as long as Project 5S will provide sewer service to MS 15 and can keep MS 15 on an August 2024 timeline. The 2019 Water and Wastewater Master Plan cost estimate for Project 5S is \$1,620,700. The community at large will benefit from the new school and sewer line improvements; the City and KISD staff feel this Interlocal Agreement will maximize efficiencies and prudently manage rate payer resources, while avoiding conflict or duplication of efforts.

THE ALTERNATIVES CONSIDERED:

- (1) Reject Interlocal Agreement with KISD and fully fund Project 5S without KISD contribution.
- (2) Authorize the execution of an Interlocal Agreement with KISD to help fund the construction of a 12-inch sewer line in the Trimmier Creek Basin.

Which alternative is recommended? Why?

Alternative two (2) is recommended due to KISD's willingness to help fund Master Plan Project 5S up to \$750,000.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

The 2019 Water and Wastewater Master Plan cost estimate for Project 5S is \$1,620,700. Under the terms of the Interlocal Agreement, KISD will pay to the City 50% of the project's cost not to exceed \$750,000. The City will be responsible for the remaining costs.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, the City's portion is available in the Water & Sewer CIP Fund accounts 387-8934-493.69-01 and 387-8934-493.69-03 and the KISD portion will be included in a subsequent budget amendment upon approval.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Authorize the City Manager, or designee, to execute an Interlocal Agreement that provides for a contribution from Killeen Independent School District in an amount not to exceed \$750,000 to partially fund construction of a sewer line in the Trimmier Creek Basin.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Interlocal Agreement

INTERLOCAL AGREEMENT

Sewer Line Improvements

RECITALS

A. This agreement (“**Agreement**”) is by and between the **CITY OF KILLEEN**, a home rule municipal corporation in Bell County, Texas (“**Killeen**” or the “**City**”) and the **KILLEEN INDEPENDENT SCHOOL DISTRICT**, an independent school district operating under the Constitution and laws of the State of Texas (“**KISD**” or the “**District**”), acting through their respective authorized representatives. Killeen and KISD are each individually a “**Party**” and collectively the “**Parties**” to this Agreement.

B. KISD is building a middle school to be located at an approximately 33-acre site located on Chaparral Road, Killeen, Texas adjacent to the District’s new Chaparral High School (“**School**”) and anticipates opening that facility in August 2024. In order to provide adequate utility services to the School, new or improved infrastructure will be required, including extending the City’s sewer service to the School.

C. Because the community at large will benefit from the new School, the Parties desire to maximize efficiencies and prudently manage taxpayer resources to facilitate the timely completion of the School with adequate utility services, while avoiding conflict or duplication of effort and expense in designing, bidding, administering and constructing necessary utility improvements.

D. This Agreement is authorized in part by the City’s broad and inherent authority as a home-rule municipality under Article 11, Section 5, of the Texas Constitution, to promote the public health, safety, and general welfare of its respective residents. In addition, this Agreement is authorized by Section 791.011 of the Texas Government Code.

E. The purpose of this Agreement is to state the terms and conditions under which the City will administer the construction of certain improvements, and KISD will participate in the cost thereof.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Term and Termination.**

A. Unless otherwise provided herein or by law, this Agreement shall commence when it has been authorized by the governing bodies of the Parties (“**Effective Date**”) and continue until the services specified in the Agreement have been fully and completely performed.

B. Continuation of this Agreement is contingent upon appropriation or availability of funds for this Agreement. If the governing body of a Party for any reason does not allocate funds for this Agreement in the annual budget for any given fiscal year, such Party may

terminate this Agreement in whole or in part effective as of the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement. Termination for non-appropriation is not a default hereunder, and the terminating Party shall not incur any liability or penalty as a result thereof, except as provided herein. Each Party shall endeavor to notify the others in writing of any such non-allocation of funds at least sixty (60) days in advance. In the event of termination resulting from non-appropriation, the non-appropriating Party shall compensate the other Party for all reasonable expenses incurred through the effective date of such non-appropriation, and all expenses, if any, reasonably necessary for winding down or terminating work for any uncompleted portion of the Project, including without limitation covering exposed work, demobilizing, or completing work reasonably necessary to prevent the abandonment of a dangerous condition.

2. **Project.** The Project (herein so-called) consists of the improvement and expansion of a portion of the City's sewer line as more particularly shown and described in Exhibit "A", incorporated by reference for all relevant purposes as if set forth at length herein. The preliminary cost estimate for the Project is \$1,620,700 ("**Cost Estimate**"), which is further detailed in Exhibit "A", incorporated herein by reference. The Cost Estimate shall be updated prior to Construction. Construction of the Project shall begin no later than June 1, 2023, and shall be completed by no later than April 15, 2024.

3. **The City's Obligations.** The City agrees to utilize its best efforts to:

A. Either personally or through its agents and contractors furnish all bidding, contracting, construction, superintendence, administration, licenses, permits, facilities, tools, machinery, equipment, personnel, labor, materials and supplies necessary to complete the Project in the manner set forth herein.

B. Exercise reasonable precautions on behalf of the safety of its own officers, employees, agents, contractors, subcontractors, licensees, and other persons, as well as their personal property, while performing services hereunder.

C. Maintain all records relating to the Project and allow the District to inspect and copy such records at reasonable times, upon advance request.

D. Enforce all applicable rights and remedies of the "owner" under the contract documents as against any person or entity providing services in connection with the Project.

E. Include the District on the distribution list for all notices and correspondence related to material developments on the Project, invite the District to all meetings with engineers or contractors concerning the Project, and give the District reasonable advance notice of all such meetings except when urgent or unexpected developments make it not feasible to do so.

F. Promptly notify the District of any actual or potential accident or claim which might reasonably be expected to have a material adverse effect on the Project, including any contractor disputes and any incident involving injury, death, or damage to property.

G. Complete its obligations in accordance with all city, state and federal legal requirements, including, but not limited to, any design and construction requirements of city, state and/or federal authority, as applicable.

H. Complete its construction of the Project by no later than the date set forth above in Section 2, subject to force majeure provisions.

I. The City represents that funds are available for its portion of the full contract amount of the Project.

4. **KISD Obligations.** KISD agrees to:

A. Subject to applicable laws and regulations, promptly respond to any requests for information, guidance, instruction, clarification, or approval required by the District in connection with the Project.

B. Pay to the City fifty percent (50%) of the Project's costs not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) for the complete construction of the Project. Notwithstanding any other provision herein, in no event shall KISD owe any payments in excess of the forgoing not-to-exceed amount. During construction, as often as every other week, the City may present KISD with progress payment requests proportionate to the approximate stage of completion, provided that the City shall not request payment from the District for any amount being withheld as retainage by the City with respect to contractors until such retainage is released to said contractors. KISD shall cause such payments to be made to the City within thirty (30) days following the receipt of a progress payment request.

C. Conduct regular review of the Project and promptly notify the City of any objection related to the work.

D. During the course of the Project, not attempt to communicate or contract with any of the City's design professionals, contractors or subcontractors, or suppliers concerning labor or materials to be incorporated into the Project, except with the express written consent of the City.

E. KISD represents that funds are available for its portion of the full contract amount of the Project.

5. **Joint Rights and Obligations.** The Parties mutually agree:

A. To meet regularly throughout the course of the Project to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting Project design, milestones, construction standards, or cost. Any Party may request a joint meeting for such purposes.

B. To reasonably endeavor to accommodate all reasonable instructions, requests and guidance of the other Party relating to the Project, provided that doing so does not increase the cost or delay the Project.

- C. Not to unreasonably interfere with or delay the Project.
- D. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.
- E. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.
- F. To reasonably coordinate efforts to provide for the timely relocation of any utilities that will be affected by the Project or to mutually agree upon such reasonable actions as are made necessary by such other utilities.
- G. To reasonably coordinate efforts to timely resolve any federal or state mandated environmental and related issues specific to the Project, to include without limitation issues arising under CWA, CAA, CERCLA or the Texas Antiquities Code.
- H. To promptly notify the other Party if at any time the notifying Party anticipates that it will be unable to comply with its obligations hereunder and state the reasons for anticipated noncompliance. Receipt of notification under this paragraph does not constitute a waiver of default by the non-defaulting party.
- I. To promptly execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform the terms, provisions and conditions of this Agreement and all transactions contemplated by this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.
- J. Acknowledge that KISD must commence construction of the School by September 2022 prior to or contemporaneous with the construction and installation of the infrastructure improvements to be made by the City for a scheduled school opening in August 2024. Therefore, time is of the essence regarding completion of the Parties' respective obligations under this Agreement.

6. Additional Payment Terms.

- A. Within thirty (30) days following final completion of the Project, the City will prepare a final reconciliation of costs and notify the District of same. If the reconciliation reflects a deficiency in the sums owed by KISD hereunder, including any amounts owed for retainage that has subsequently been released to a contractor, the District will pay the deficient amount to the City within thirty (30) days after the City notifies KISD of the deficient amount, subject to the not-to-exceed amount set forth in Section 4(B). If the reconciliation reflects an overpayment in the sums owed by KISD hereunder, the City will immediately refund the excess to KISD. The District shall have the reasonable right to review and audit all records related to the Project as provided in Paragraph 3(C).

B. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. **Force Majeure.** No Party shall be required to perform any term, condition or covenant hereunder for so long as performance is delayed or prevented by: acts of God; strikes; lockouts; orders or actions of any governmental or military authority; expropriation or confiscation of facilities; civil riots or disturbances; acts of war, terrorism, the public enemy, rebellion or sabotage; fires, floods, storms, epidemics, earthquakes, drought, explosions or other calamity; unavoidable accidents or breakdowns, or any other cause not reasonably within the control of the Party despite the exercise of due diligence by that Party. If a Party shall be delayed, hindered, or prevented from performance of any of its obligations by reason of force majeure, and such Party is not otherwise in default, the time for performance of such obligation shall be extended for the period of such delay, provided that the affected Party shall: (a) give prompt written notice to the other Party; (b) diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other Party advised with respect thereto; and (c) commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination. However, nothing contained in this paragraph shall be applied so as to: (a) permit any delay or time extension due to shortage of funds; or (b) excuse any nonpayment or delay in payment of sums due to a Party hereunder.

8. **Dispute Resolution.** Any dispute between the Parties related to this Agreement that is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider. The Parties shall bear the mediation costs equally. Said mediation shall be non-binding; however, the Parties shall endeavor to resolve their disputes through this process in good faith. This paragraph does not preclude a Party from seeking equitable or other relief from a court of competent jurisdiction.

9. **Default and Remedies.**

A. Each of the following constitutes a material breach of this Agreement and an Event of Default by a Party: (i) failing to fully and timely perform any covenant of such Party under this Agreement; (ii) performing any act prohibited under this Agreement; and (iii) making any representation to another Party found to be materially false, misleading, or erroneous in connection with the Project.

B. If a Party should commit an Event of Default, the Party alleging such default shall give the defaulting Party not less than ten (10) days' notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days' written notice is impractical due to a threat of harm to life or property, then the Party alleging the failure shall give such notice as may be reasonable under the circumstances.

C. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until

the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.

D. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays taking any action with respect to the default.

E. The prevailing Party in any dispute (including legal proceedings and appeals) arising out of this Agreement or the transaction described herein may recover reasonable attorneys' fees, expert witness fees, investigation costs, and other costs incurred in connection therewith from the non-prevailing Party, in addition to any other relief to which such prevailing Party is entitled. The term "prevailing Party" means the party most substantially obtaining the relief or benefit sought in the proceedings, whether by the other party abandoning its claims or defenses, or by final resolution through compromise, settlement, arbitration award or judgment.

10. **Notice.** All notices under this Agreement shall be in writing and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the Party to be notified. Notice shall be effective only if and when actually delivered to the Party to be notified or at such Party's address for purposes of notice as set forth herein. A change in the notice address of any Party may be affected by serving written notice of such change and of such new address upon the other Party in the manner provided herein. Initially, notices shall be addressed as follows:

To Killeen:

Mr. Steve Kana
805 West Jasper Drive
Killeen, TX 76542
skana@killeentexas.gov

To KISD:

Mr. Adam Rich
P.O. Box 967
Killeen, TX 76540
adam.rich@killeenisd.org

11. **Miscellaneous.**

A. **Assignment of Contract.** No Party may assign this Agreement or any rights under the Agreement without the prior written consent of the other Party, and any attempted or purported assignment in the absence of such consent shall be void. However, nothing herein shall be construed to prevent the City from subcontracting as provided herein.

B. Binding Effect. Subject to the provisions regarding assignment, this Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. Any person or entity other than the Parties hereto receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third-party claim.

D. Governing Law; Venue. The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

E. Severability. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

F. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the Parties, and, thus, should not be construed strictly for or against any Party.

G. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

H. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all

persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

I. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the subject matter of this Agreement.

Signature Page Follows

CITY OF KILLEEN

**KILLEEN INDEPENDENT SCHOOL
DISTRICT**

By: _____
Kent Cagle, City Manager

Date: _____

By: _____
Dr. John Craft, Superintendent

Date: _____

Exhibit A

[illegible]



INTERLOCAL AGREEMENT WITH KISD FOR A SEWER LINE PROJECT

RS-22-064

May 17, 2022

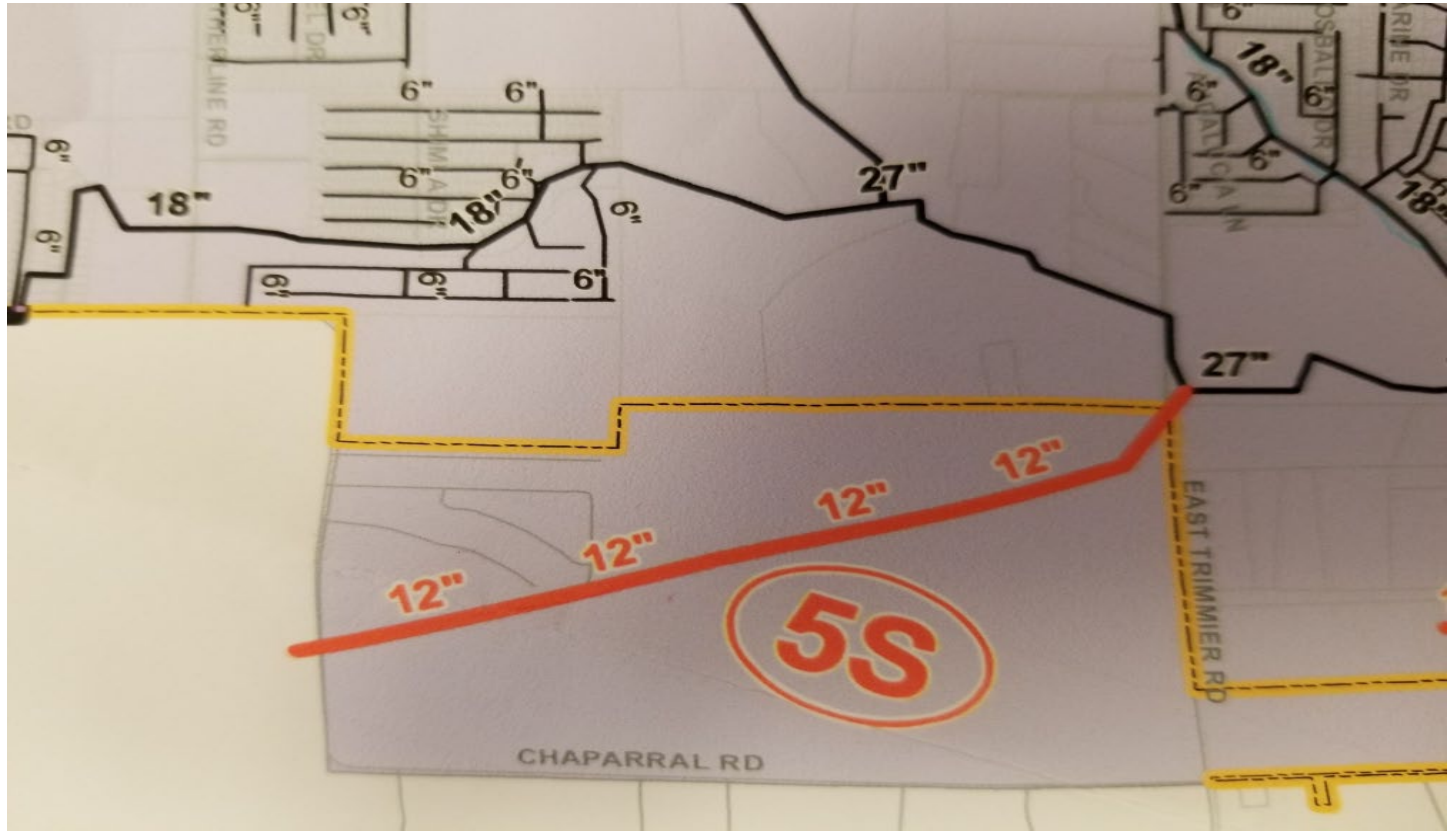
Background and Findings

2

- ❑ The 2019 Water and Wastewater Master Plan includes project 5S – construction of a 12-inch sewer line north of Chaparral and west of East Trimmier Road with an estimated cost of \$1,620,700.
- ❑ Killeen Independent School District (KISD) has plans for a new middle school (MS 15) on Chaparral Road set to open August 2024.
- ❑ KISD has offered to fund 50% of Project 5S up to \$750,000; provided the sewer line will service MS 15 and the project can be completed on August 2024 timeline.
- ❑ City and KISD staff developed a proposed Interlocal Agreement which outlines KISD's funding offer for Project 5S.

Project 5S Location

3



Alternatives

4

- ❑ Reject Interlocal Agreement with KISD resulting in KISD using a lift station and force main for sewer service at MS 15. City staff would operate and maintain the lift station and force main at an estimated annual cost of \$15,000.
- ❑ Authorize the execution of an Interlocal Agreement with KISD to help fund the construction of a 12-inch sewer line in the Trimmier Creek Basin. City will fund their portion of Project 5S through impact fees.

Recommendation

5

- City Council authorize the City Manager, or designee, to execute an Interlocal Agreement with Killeen Independent School District to help fund the construction of a sewer line in the Trimmier Creek Basin in an amount not to exceed \$750,000.



City of Killeen

Staff Report

File Number: RS-22-065

Consider a memorandum/resolution awarding Bid No. 22-20, Generator Project, to T. Morales Company Electric & Controls, Ltd. in the amount of \$480,535.

DATE: May 17, 2022

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize the Award of Bid No. 22-20, Generator Project to T. Morales Company Electric and Controls, Ltd. in the amount of \$480,535.

BACKGROUND AND FINDINGS:

Senate Bill 3 (SB 3) of the 87th Texas Legislature requires all water providers to develop and implement an Emergency Preparedness Plan (EPP). A key factor of this plan is the ability to provide water to all customers at a 20-psi minimum pressure for at least 24-hours in the event of a system-wide power outage. The EPP, which was submitted to the Texas Commission on Environmental Quality (TCEQ) on February 28, 2022, includes the installation of backup generators at Pump Stations No. 6 and No. 7 to meet this requirement.

City staff advertised Bid No. 22-20, Generator Project for the installation of backup generators and other necessary equipment to interface with existing equipment at Pump Stations 6 and 7. Invitation to bid was advertised April 3rd and April 10th, 2022.

On April 21, 2022, submittals for Bid No. 22-20, Generator Project were opened and read aloud. The following five contractors submitted bids for this project:

Water & Sewer Division, along with Purchasing, evaluated each bid's conformance with the bid information and instructions. Each bidder is ranked in accordance with the best value procedures. The determination of the best value to the City takes into consideration the qualifications, references, and cost of bidder. Utilizing this criteria, T. Morales Company Electric & Controls, Ltd. has been selected as the lowest responsible bidder and offers the best value for this project.

THE ALTERNATIVES CONSIDERED:

- (1) Do not award Bid 22-20, Generator Project; this will result in the City not meeting the SB 3 requirement of beginning EPP implementation by July

- 1, 2022.
- (2) Authorize the award of Bid 22-20, Generator Project to another Bidder.
- (3) Authorize the award of Bid No. 22-20, to the lowest responsible bidder who offers the best value to the City, T. Morales Company Electric & Controls, Ltd.

Which alternative is recommended? Why?

Alternative two (3) is recommended because:

- (1) T. Morales Company Electric & Controls, Ltd. has extensive experience with the installation of backup generator systems.
- (2) T. Morales Company Electric & Controls has proven their quality and expertise with the installation of generator systems at other pump stations and lift stations throughout the City.

CONFORMITY TO CITY POLICY:

Per the Financial Management Policy, purchases of \$50,000 or more by State law trigger the competitive procurement process. The invitation to bid uses the competitive sealed bid method. Requirements are clearly defined, negotiations are not necessary, and best value methods are the major determining factors for selection.

FINANCIAL IMPACT:

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

Due to very long lead-times on generators \$480,535 will be encumbered in FY22. However, delivery will not happen until FY23.

Is this a one-time or recurring expenditure?

One-time.

Is this expenditure budgeted?

Yes, funds are available in the Water & Sewer CIP account 387-8934-493.61-35, project code ARPA15.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Authorize the award of Bid No. 22-20, Generator Project to T. Morales Company Electric & Controls, Ltd., authorize the City Manager, or designee, to execute a letter of agreement in the amount of

\$480,535 to T. Morales Company Electric & Controls, Ltd., and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Public Works

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Bid

Bid Tab

Agreement

Certificate of Interested Parties

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Generator Project
Bid No. #22-20

Sealed bids will be received until 2:00 pm
on Thursday, April 21, 2022

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

City of Killeen
Attn: Purchasing Division
802 N. 2nd St.
Building E, 2nd Floor #215
Killeen, Texas 76541

**CITY OF KILLEEN
BID # 22-20 Generator Project**

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DAVIS BACON WAGES, PAGE 92

I. NOTICE TO BIDDERS

NOTICE TO BIDDERS/PROPOSERS
BID NO. 22-20 Generator Project
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for the *Generator Project* through the City's Negometrix e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Department, 802 N. 2nd Street, Bldg. E, 2nd Floor, #215, Killeen, Texas 76541, until 2:00 p.m. on Thursday, April 21, 2022. Bid submissions shall be plainly marked with the name and address of the bidder and **"BID NO. 22 - 20 Generator Project"**. Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://app.negometrix.com>.

Bids will be opened and read aloud through zoom online video conferencing at 2:15 p.m. CST on April 21, 2022: Zoom access is shown below. The general public will not be allowed inside the facility.

Join Zoom Meeting:

<https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Meeting ID: 339 788 7656

Passcode: **04142020**

Call: 1- 346 -248- 7799

A mandatory pre-bid conference and site visit will be held at **2:00 p.m. on Tuesday, April 12, 2022**, at Water and Sewer Office, 805 West Jasper, Killeen, Texas 76542. Bid questions will be accepted via email by Lorianne Luciano at SolicitationQuestions@killeentexas.gov *or* via Negometrix e-bidding site, through April 14, 2022 at 2:00pm. Questions will be answered in the form of an addendum and posted to the City's website within 48 hours. It is the bidder's responsibility to obtain and acknowledge all addendums and include with bid submittals.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/Bids.aspx>), Demand Star (<http://www.demandstar.com/>), ESBD (<http://www.txsmartbuy.com>), and Negometrix E-Bidding site (<https://app.negometrix.com>)

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano
Director of Procurement & Contract Management

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

INFORMATION AND INSTRUCTIONS TO BIDDERS
BID NO. 22-20 Generator Project
CITY OF KILLEEN, TEXAS

Preparation of Bids:

This is your notice that **sealed bids for Bid #22-20, Generator Project** is subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications, or other data as are attached to this Bid (known as the bid packet), will be received electronically through the City's Negometrix e-bidding site **or** at the City of Killeen Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor, # 215, Killeen, TX, 76541, until the hour of **2:00 p.m. Thursday, April 21, 2022**. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

All items in this bid are considered part of the bid package. **Submittals must include the required sections submitted per the "Bidder's Checklist"; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the requirements will be considered non-responsive. The package must be in the order required. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, one (1) original, signed and initialed, where indicated, in ink (not pencil), and (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline. All bidder markings on the bid packet shall be legible. The City of Killeen reserves the right to reject any or all bids and evaluate any or all submittals prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. #22-20, Generator Project**. **All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to SolicitationQuestions@killeentexas.gov **or** via the Negometrix e-bidding site prior to 2:00 p.m. on Thursday April 14, 2022. Please indicate "Bid No. 22-20 Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be posted on the City website, Negometrix, Demand Star and Electronic State Business Daily. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or

rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to lluciano@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

The City reserves the right to withdraw this ITB for any reason.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids in a manner described in section 10 of the General Terms and Conditions. The contract will be awarded to the lowest responsible bidder or to the bidder who is determined to offer the best value and most advantageous bid to the City. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerers. These discussions will be limited to issues and topics brought forth by the City. Any attempt by bidder or vendor at deviating from the issues and topics to discuss other issues and topics concerning the bid brought forth by the City of Killeen shall be grounds for disqualification.

The anticipated date of the notice of award is May 24, 2022.

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the ITB. City will furnish Excise Tax Exemption Certificate upon request. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received unless the bidder has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days.

All invoices shall be submitted to the City of Killeen, Attn: Water and Sewer Office, 805 W. Jasper Drive, Killeen, Texas 76542.

PAYMENT TERMS: Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: % _____. Specify terms: _____
- ☐ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

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

NAME: Kyle R. Barnes

TITLE: Project Manager

ADDRESS: PO Box 859, Florence, TX 76527

EMAIL ADDRESS: kbarnes@moralescompany.com

PHONE: 254-970-7001

FAX: 254-793-3044

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day

- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Killeen.

Pricing:

The bids shall be valid for a period of ninety (90) days after the bid opening.

TOTAL BID PRICE: **\$ 480,535.00**

Estimated project completion time after award of bid: 480 Calendar Days

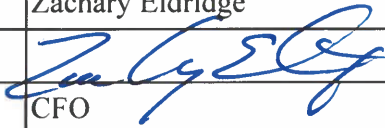
Signature of Acceptance:

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

Undersigned acknowledges that addendum 1 through 1 have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	T. Morales Company Electric & Controls, Ltd.
Address	P.O. Box 859
City, State, Zip	Florence, TX 76527
Phone Number	254-793-4344
Fax Number	254-793-4344
After Hours Phone Number	512-844-5374
Email Address	kbarnes@moralescompany.com

Tax Identification Number	75-3000543
Signature of Authorized Agent	Zachary Eldridge
Printed Name of Authorized Agent	
Title	CFO
Date	April 21, 2022

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**

W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor Name:	T. Morales Company Electric & Controls, Ltd.
1099 Name:	
Tax ID #:	75-3000543
List the type of product or service:	Electrical, Instrumentation and Controls

Remit to address (if different from W-9):

Address #1 _____
 Address #2 _____
 City/State/Zip _____
 Phone#: _____
 Fax Number: _____
 Contact Person: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

T. Morales Company Electric & Controls, Ltd.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☒ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 859

6 City, state, and ZIP code

Florence, TX 76527

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 5 - 3 0 0 0 5 4 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 04/21/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

III. CITY OF KILLEEN TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

BID NO. 22-20 Generator Project

CITY OF KILLEEN, TEXAS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise, they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street,
Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do

so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at lluciano@killeentexas.gov . All bids shall be valid for a period of ninety (90) days after the bid opening.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or to the bidder who is determined to offer the best value and most advantageous bid to the City. “Lowest responsible bidder” means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
 - * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;

- * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- * Substantial failure to adhere to contractually agreed-upon schedules; and
- * Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | * Reputation of bidder and of bidder goods and services |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the

contract award, including the employment of residents of the local government and increased tax revenues to the local government.”

- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, “In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation. Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then:
 - (1) City shall give immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body;
 - (2) on the return date, City shall return all of the equipment covered by the agreement, at City's sole expense;
 - (3) the affected agreement shall terminate on the return date without penalty to City;
 - (4) return date means the last day of the fiscal year for which appropriations were made for the payments due under an agreement.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further

participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which

may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

22. Disclosure of Interested Parties

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

23. Acknowledgement – “Boycott Israel”

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

24. Acknowledgement – ‘Boycott Energy Companies’

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil

fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

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

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

26. Community Development Block Grant (CDBG)

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

SIGNATURE:



DATE:

4/21/22

PRINT NAME:

Zachary Eldridge

IV. ARPA CONTRACT CLAUSES

ARPA CONTRACT CLAUSES
BID NO. 22-20 Generator Project
CITY OF KILLEEN, TEXAS

2 C.F.R. § 200.326 and 2 C.F.R. Part 200

1. Remedies.

- a. Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A. All remedies are stipulated in the Purchase Order Terms and Conditions.
- b. Applicability: This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants. The Termination for Cause and Convenience is in the City's Purchase Order Terms and Conditions.

3. Equal Employment Opportunity.

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶C.
- b. Key Definitions.
 - (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or

guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Applicability. This requirement applies and the clauses incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- c. . During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. As amended (40 U.S.C. 3141-3148). When required by Federal Program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 29 C.F.R. Part 200, Appendix II, ¶ D.
- b. In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination

made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

- c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding-agency.
- d. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to federal awarding agency.
- e. Compliance with the Davis-Bacon Act
All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Contractor shall comply with 40 U.S.C. 3141-3144, and 3146- 3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

- f. Compliance with the Copeland "Anti-Kickback" Act.
All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Copeland “Anti-Kickback” Act:
 - (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act.

Applicability: This requirement applies, and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. All Contractors awarded by the City of Killeen entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶E.
- b. Under 40 U.S.C. § 3702, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. In accordance with 29 C.F.R. § 5.5(b) the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act are hereby incorporated:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any pay of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. If the Federal award and grants meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the City of Killeen or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City hereby incorporates the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the federal awarding agency into the contract. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - b. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and

the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

b. Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Killeen and understands and agrees that the City of Killeen will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the awarding agency.

8. Debarment and Suspension.

Applicability: This requirement applies, and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants.

a. (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract

award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment.

Applicability: This requirement applies, and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier, up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form• LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq.,

10. Procurement of Recovered Materials.

Applicability: This requirement applies, and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶7.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA• designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: This requirement applies, and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to

transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

12. Domestic Preferences for Procurements.

Applicability: This requirement applies, and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- (a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- (1) The Contractor agrees to provide the City of Killeen (insert name of state agency or local or Indian tribal government), (insert name of recipient), the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DRS Seal, Logo, and Flags.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific federal awarding agency

preapproval.

15. Compliance with Federal Law, Regulations, and Executive Orders.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. This is an acknowledgement that FEMA financial assistance, CARES Funds, or other federal funds will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

16. No Obligation by Federal Government.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

V. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ
BID NO. 22-20 Generator Project
CITY OF KILLEEN, TEXAS

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

What vendors/persons are subject to Chapter 176?

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

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

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

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

To what type of contracts does the bill apply?

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

When must a vendor file the conflict of interest questionnaire?

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

What has to be revealed?

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

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

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

T. Morales Company Electric & Controls, Ltd.

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7


Signature of vendor doing business with the governmental entity

April 21, 2022
Date

VI. DISCLOSURE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

T. Morales Company Electric & Controls, Ltd.
Florence, TX United States

Certificate Number:
2022-875885

Date Filed:
04/20/2022

Date Acknowledged:

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

City of Killeen, TX

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.

22-20
Electrical and controls installation and services.

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

5 Check only if there is NO Interested Party.



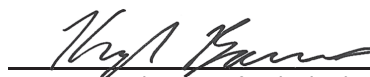
6 UNSWORN DECLARATION

My name is Kyle R. Barnes, and my date of birth is November 6, 1967.

My address is 601 S. Patterson Ave., Florence, Texas, 76527, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 20th day of April, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

VII. REFERENCES

REFERENCES
BID NO. 22-20 Generator Project
CITY OF KILLEEN, TEXAS

Include below three references:

Reference #1

Company Name City of Harker Heights
Address 305 Miller's Crossing, Harker Heights, TX 76548

Type of Business Municipality
Contact Person Mark Hyde
Telephone and Fax #'s 254-953-5641

Reference #2

Company Name JRSA Consulting Electrical Engineers
Address 6101 W. Courtyard Dr., Suite 1-200, Austin, TX 78730

Type of Business Engineering Firm
Contact Person James R. Schultz
Telephone and Fax #'s 512-452-8789

Reference #3

Company Name SSP Industries, L.P.
Address 2749 Chaparral Rd., Killeen, TX 76542

Type of Business Utility Contractor
Contact Person Ron Fournier
Telephone and Fax #'s 254-699-2115

VIII. SCOPE AND SPECIFICATIONS OF WORK

SCOPE AND SPECIFICATIONS
BID NO. 22-20 Generator Project
CITY OF KILLEEN, TEXAS

SCOPE:

The City of Killeen Water and Sewer Division seeks to hire a company who will provide and install a new 900kW diesel standby generator with a Nema 3R, 1,600-amp automatic transfer switch at Pump Station No. 6 and a new 150kW diesel standby generator with a Nema 3R, 250-amp automatic transfer switch at Pump Station No. 7. All necessary concrete pads, duct banks, feeder conductors, wiring, and other appurtenances necessary to interface new equipment with existing equipment is required.

SPECIFICATIONS: (Attachment A)

Section 26 00 10 – General Provisions
Section 26 01 10 – Raceways
Section 26 01 20 – Wire and Cable
Section 26 04 10 – Underground Electrical
Section 26 04 50 – Grounding Systems
Section 16210 - Emergency Generator Set
Section 16524 - Automatic Transfer Switch

PART 1 GENERAL

1.01 GENERAL CONDITIONS

- A. The General Conditions and Requirements, Special Provisions, are hereby made a part of this Section.
- B. The Electrical Drawings and Specifications under this Section shall be made a part of the Contract Documents. The Drawings and Specifications of other sections of this contract, as well as supplements issued thereto, information to bidders and pertinent documents issued by the Owner's Representative are a part of these Drawings and Specifications and shall be complied with in every respect. Failure to examine all documents shall not relieve the responsibility or be used as a basis for additional compensation.
- C. Furnish all work, labor, tools, superintendence, material, equipment and operations necessary to provide for a complete and workable electrical system as defined by the Contract Documents. A licensed journeyman shall be on site at all times while electrical work is being performed and a licensed master electrician shall be in charge of the work. Submit license for master electrician and all journeymen.
- D. Be responsible for visiting the site and checking the existing conditions. Ascertain the conditions to be met for installing the work and adjust bid accordingly. This project shall include electrical work as shown on the Location Map.
- E. It is the intent of the Contract Documents that upon completion of the electrical work, the entire system shall be in a finished, workable condition.
- F. All work that may be called for in the Specifications but not shown on the Drawings, or, all work that may be shown on the Drawings but not called for in the Specifications, shall be performed by the Contractor as if described in both. Should work be required which is not set forth in either document, but which work is nevertheless required for fulfilling of the intent thereof, then the Contractor shall perform all work as fully as if it were specifically set forth in the Contract Documents.
- G. The definition of terms used throughout the Contract Documents shall be as specified by the following agencies:
 - 1. Underwriters Laboratories
 - 2. National Electrical Manufacturers Association
 - 3. American National Standards Institute
 - 4. Insulated Power Cable Engineers Association
 - 5. National Electrical Code
 - 6. National Fire Protection Association
- H. The use of the terms "as (or where) indicated", "as (or where) shown", "as (or where) specified", or "as (or where) scheduled" shall be taken to mean that the reference is made to the Contract Documents, either on the Drawings or in the Specifications, or both documents.
- I. The use of the words "furnish", "provide", or "install" shall be taken to mean that the item or facility is to be both furnished and installed under Division 16, unless stated to the contrary that the item or facility is to be either furnished under another Division or under another Contract,

furnished under this Division and installed under another Division or under another Contract, or furnished and installed under another Division or under another Contract.

1.02 PERMITS AND CODES

- A. Secure all permits, licenses, and inspection as required by all authorities having jurisdiction. Give all notices and comply with all laws, ordinances, rules, regulations and contract requirements bearing on the work.
- B. The minimum requirements of the electrical system installation shall conform to the latest edition of the National Electrical Code, as well as state and local codes.
- C. Codes and ordinances having jurisdiction and specified codes shall serve as minimum requirements, but, if the Contract Documents indicate requirements which are in excess of those minimum requirements, then the requirements of the Contract Documents shall be followed. Should there be any conflicts between the Contract Documents and codes, or any ordinances, report these with bid.

PART 2 PRODUCTS

2.01 STANDARDS

- A. All materials and equipment shall conform to the requirements of the Contract Documents. They shall be new, free from defects, and they shall conform to the following standards where these organizations have set standards:
 - 1. Underwriters Laboratories (UL)
 - 2. National Electrical Manufacturer's Association (NEMA)
 - 3. American National Standards Association (ANSI)
 - 4. Insulated Cable Engineers Association (ICEA)
- B. All material and equipment of the same class shall be supplied by the same manufacturer, unless specified to the contrary.
- C. All products shall bear UL labels where standards have been set for listing. All other products shall be UL labeled. Motor control centers, switchboards, and switchgear shall have UL labels. Custom panels, modified motor starters, control panels, and instrument panels and the like shall be manufactured by a fabricator approved as a UL508A shop and shall bear a UL 508A or UL Industrial Control Panel label.
- D. When the Contractor provides a product for this project he shall be bound by the terms and conditions of the Contract Documents and he shall agree to warrant and to be liable for the merchantability and fitness of his product to the applications to which his product is applied under the Contract Documents.

2.02 SHOP DRAWINGS AND SUBMITTALS

- A. Shop drawings and submittals shall comply with general conditions and as specified herein.

- B. Shop drawings shall be taken to mean detailed drawings with dimensions, schedules, weights, capacities, installation details and pertinent information that will be needed to describe the material or equipment in detail.
- C. Submittals shall be taken to mean catalog cuts, general descriptive information, catalog numbers and manufacturer's name.
- D. Submit for review all shop drawings and submittals as hereinbefore called for.
- E. Review of submittals or shop drawings shall not remove the responsibility for furnishing materials or equipment or proper dimensions, quantity and quality, nor will such review remove the responsibility for error in the shop drawings or submittals.
- F. Failure to process submittals or shop drawings on any item and/or items specified shall make the Contractor responsible for the suitability for the item and/or items, even though the item and/or items installed appear to comply with the Contract Documents.
- G. Assume all costs and liabilities which may result from the ordering of any material or equipment prior to the review of the shop drawings or submittals, and no work shall be done until the shop drawings or submittals have been reviewed. In case of correction or rejection, resubmit until such time as they are accepted by the Owner's Representative, and such procedures will not be cause for delay.
- H. Submittals and shop drawings shall be compiled from the manufacturer's latest product data. Should there be any conflicts between this data and the Contract Documents, report this information for each submittal and/or shop drawing.
- I. Shop drawings and submittals will be returned and unchecked if the specific items proposed are not clearly marked, or if the General Contractor's approval stamp is omitted.
- J. When requested, furnish samples of materials for acceptance review. If a sample has been reviewed and accepted, then that item of material or equipment installed on the job shall be equal to the sample; if it is found that the installed item is not equal, then replace all such items with the accepted sample equivalent.

2.03 ACCEPTANCE AND SUBSTITUTIONS

- A. All manufacturers named are a basis as a standard of quality and substitutions of any equal product will be considered for acceptance. The judgment of equality of product substitution shall be made by the Engineer.
- B. Substitutions after award of Contract shall be made only within sixty (60) days after the notice to proceed. Furnish all required supporting data. The submittal of substitutions for review shall not be cause for time extensions.
- C. Where substitutions are offered, the substituted product shall meet the product performance as set forth in the specified manufacturer's current catalog literature, as well as meeting the details of the Contract Documents.
- D. The details on the drawings and the requirements of the Specifications are based on the first listed material or equipment. If any other than the first listed material or equipment is furnished, then assume responsibility for the correct function, operation, and accommodation of the substituted item. In the event of misfits or changes in work required, either in this section or other sections

of the Contract, or in both, bear all costs in connection with all changes arising out of the use of other than the first listed item specified.

- E. Substitutions of products under other sections may occur. Make necessary adjustments and additions to work under Division 26 to accommodate those substitutions. Such adjustments and additions shall be performed in compliance with Division 26 Specifications at no additional charge.
- F. Energy efficiency of each item of power consuming equipment shall be considered one of the standards for evaluation.

PART 3 EXECUTION

3.01 CUTTING AND PATCHING

- A. Cutting and patching required under this section shall be done in a neat workmanlike manner. Cutting lines shall be uniform and smooth.
- B. Use concrete saws for large cuts in concrete and use core drills for small round cuts in concrete.
- C. Where openings are cut through masonry walls, provide lintel or other structural support to protect the remaining masonry. Adequate support shall be provided during the cutting operation to prevent damage to masonry.
- D. Where large openings are cut through metal surfaces, attach metal angle around the opening.
- E. Patch concrete openings that are to be filled with nonshrinking cementing compound. Finish concrete patching shall be troweled smooth and shall be uniform with surrounding surfaces.

3.02 WATERPROOFING

Provide waterproof flashing for each penetration of exterior walls and roofs.

3.03 CONSTRUCTION REQUIREMENTS

- A. Except where specifically noted or shown, the locations and elevations of equipment are approximate and are subject to small revisions as may prove necessary or desirable at the time the work is installed. Locations changed substantially from that shown on the drawings shall be confirmed with the Engineer in advance of construction.
- B. Where equipment is being furnished under another Division, request from Engineer an accepted drawing that will show exact dimensions of required locations or connections. Install the required facilities to the exact requirements of the accepted drawings.
- C. All work shall be done in the best and most workmanlike manner by qualified, careful electricians who are skilled in their trade. The standards of work required throughout shall be of the first class only.
- D. Unless shown in detail, the Drawings are diagrammatic and do not necessarily give exact details as to elevations and routing of raceways, nor do they show all offsets and fittings; nevertheless,

install the raceway system to conform to the structural and mechanical conditions of the construction.

- E. Holes for raceway penetration into sheet metal cabinets and boxes shall be accurately made with an approved tool. Cutting openings with a torch or other device that produces a jagged, rough cut will not be acceptable.
- F. Cabling inside equipment shall be carefully routed, trained and laced. Cables so placed that they obstruct equipment devices will not be acceptable.
- G. Equipment shall be set level and plumb. Supporting devices installed shall be set and so braced that equipment is held in a rigid, tight-fitting manner.

3.04 EQUIPMENT PROTECTION

- A. Provide suitable protection for all equipment, work and property against damage during construction.
- B. Assume full responsibility for material and equipment stored at the site.
- C. Conduit openings shall be closed with caps or plugs during installation and made watertight. All outlet boxes and cabinets shall be kept free of concrete, plaster, dirt and debris.
- D. Equipment shall be covered and tightly sealed against entrance of dust, dirt and moisture.
- E. All dry-type transformers prior to energization shall be protected against moisture and dirt absorption by a suitable covering. Also, maintain heat inside the covering by means of 100 watt minimum lamps.
- F. Interiors of and motor control centers shall be kept clean and dry prior to energization. Maintain heat inside each unit with one (1) 100 watt lamp located at bottom of each vertical section or energize section space heaters.

3.05 COOPERATION WITH WORK UNDER OTHER DIVISIONS

- A. Cooperate with all other trades so as to facilitate the general progress of their work. Allow all other trades every reasonable opportunity for the installation of their work and the storage of their materials.
- B. The work under this section shall follow the general building construction closely. Set all pipe sleeves, inserts, etc., and see that openings for chases, pipes, etc., are provided before concrete is placed or masonry installed.
- C. Work with other trades in determining exact locations of outlets, conduits, fixtures, and pieces of equipment to avoid interference with lines as required to maintain proper installation of other work.
- D. Make such progress in work that will not delay the work of other trades. Schedule the work so that completion dates as established by the Engineer are met. Furnish sufficient labor or work overtime to accomplish these requirements if directed to do so.

3.06 INSTALLATION OF WORK UNDER ANOTHER DIVISION

- A. Verify the electrical capacities of all motors and electrical equipment furnished under other sections, or furnished by the Owner, and request wiring information from the Engineer if wiring requirements are different from that specified under this Section. Do not make rough-ins until equipment verification has been received.
- B. Install all motors, controllers, terminal boxes, pilot devices, and miscellaneous items of electrical equipment that are not integrally mounted with the equipment furnished under other divisions. All such equipment shall be securely mounted and adequately supported in a neat and workmanlike manner.

3.07 CLEAN-UP

- A. Remove all temporary labels, dirt, paint, grease and stains from all exposed equipment. Upon completion of work, clean equipment and the entire installation so as to present a first class job suitable for occupancy. No loose parts or scraps of equipment shall be left on the premises.
- B. Equipment paint scars shall be repaired with paint kits supplied by the equipment manufacturer or with an approved paint.
- C. Clean interiors of each item of electrical equipment. At completion of work all equipment interiors shall be free from dust, dirt and debris.

3.08 TESTS

- A. Test all systems furnished under Division 26 and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the system.
- B. Make all circuit breaker and protective relay adjustments and settings.
- C. Make the following minimum tests and checks prior to energizing the electrical equipment:
 - 1. Check all wire and cable terminations for tightness.
 - 2. Test all wiring as specified in Section 26 01 20.
 - 3. Test grounding system as specified in Section 26 04 50.
 - 4. Set all transformer taps as required to obtain the proper secondary voltage.
 - 5. Carefully check all interlocking, control and instrument wiring for each system to ascertain that the system will function properly as indicated by schematics, wiring diagrams, or as specified herein.
 - 6. Mechanical inspection of all low voltage circuit breakers, disconnect switches, motor starters, control equipment, etc. for proper operation.
 - 7. Provide all instruments and equipment required for the above tests.

3.09 RECORD DRAWINGS

- A. At the start and during the progress of the job, keep one separate set of blue-line prints for making construction notes and mark-ups.
- B. Show conduit routing and wiring runs as constructed and identify each.

- C. Record all deviations from the Contract Documents.
- D. Submit set of marked-up drawings for review. The final payment will not be made until the review is complete.

3.11 OPERATIONS AND MAINTENANCE MANUALS

- A. Compile an Operations and Maintenance Manual on each item of equipment. These manuals shall include detailed instructions and maintenance as well as spare parts lists.
- B. Submit copies for review as hereinbefore specified.
- C. Preliminary Operations and Maintenance Manuals shall be included with the initial shipments.

END OF SECTION

PART 1 GENERAL

1.01 SCOPE

- A. This section shall include raceways, enclosures, supporting devices ancillary fittings and appurtenances. Furnish and install the complete raceway systems as shown on the Drawings and as specified herein.
- B. Raceway is a broad-scope term that shall be defined by the National Electrical Code under Article 100.

1.02 APPLICATIONS

- A. Except as otherwise shown on the Drawings, or otherwise specified, all underground and in-slab conduit raceways shall be of the following type:
 - 1. Except as otherwise specified, all power and control underground conduit runs shall be made with schedule 40 PVC. Bends to grade shall be made with plastic coated rigid aluminum conduit.
- B. Except as otherwise shown on the Drawings, or otherwise specified, all above grade conduit raceways shall be of the following type:
 - 1. Indoor exposed power and control conduit shall be rigid aluminum conduit. Instrumentation, signal, and communication conduit shall be have 24" separation from power conduits.
 - 2. Outdoor exposed power, control, and instrumentation, signal, and communication conduit shall be rigid aluminum conduit, except where areas are denoted as corrosive or NEMA 4X. In those area furnish plastic coated rigid aluminum conduit, fittings, and boxes.
 - 3. Instrument conduits shall be separated by 18" from power conduits when run in parallel for more than 5'.

1.03 SUBMITTALS AND SHOP DRAWINGS

- A. Process catalog submittals for the following:
 - 1. Rigid Metallic Aluminum Conduit
 - 2. Plastic Jacketed Rigid Aluminum Conduit
 - 3. Rigid Non-Metallic Conduit
 - 4. Liquid-tight Flexible Conduit
 - 5. Liquid-tight Fittings
 - 6. Conduit Bushings
 - 7. Conduit Bodies
 - 8. Conduit Sealing Fittings
 - 9. Expansion-Deflection Fittings
 - 10. Expansion Fittings
 - 11. Cast Metal Boxes
 - 12. Tape Products
 - 13. Wiring Devices
 - 14. Supporting Devices

- 15. Labels
- 16. Grounding Devices
- 17. Foam Sealant

PART 2 PRODUCTS

2.01 RACEWAYS

- A. Rigid metallic aluminum conduit shall be manufactured of 6063 alloy, T-1 temper, with no more than 0.02% copper content. All conduit couplings shall be threaded aluminum. All such conduit shall be listed with UL and comply with UL-6 and ANSI C80.5. Aluminum conduit shall be New Jersey Aluminum, or equal.
- B. Plastic coated rigid aluminum conduit shall consist of rigid aluminum body that complies with above specifications for rigid aluminum conduit, plus conduit shall have 40 mil thick heat-fused PVC over outside and 2 mil coat of fully catalyzed phenolic inside. The inside coat shall have the chemical resistance of the outer coating and shall not dissolve in lacquer thinner. All couplings shall be equipped with PVC sleeves that extend one pipe diameter or 2", whichever is less, beyond the end of the coupling. All plastic coated conduit shall conform to NEMA Standard #RNI-1974 (Type A) and such conduit shall be manufactured by Robroy, Perma-Cote, or Kor-Kap.
- C. Non-metallic rigid conduit shall be Schedule 40 PVC. Such conduit shall be UL listed for 90 degrees C and shall conform to NEMA TC-2 and UL-651 standards. Furnish Carlon, Sedco, or equal. Furnish manufacturer's approved solvent for joining couplings.
- D. Liquid-tight flexible conduit shall be constructed of non-metallic sunlight resistant PVC with aluminum core. Furnish Anaconda or equal product.

2.02 CONDUIT FITTINGS

- A. Conduit Hubs for rigid metallic conduit shall be constructed of aluminum. Furnish Meyers Hubs.
- B. Conduit field-applied hubs for sheet metal enclosures shall be aluminum body with recessed neoprene sealing ring, threaded NPT insert, and shall be, T&B 370 AL series, or equal products by OZ/Gedney.
- C. Conduit hubs for non-metallic enclosures shall be fiberglass polyester reinforced with galvanized steel core, complete with locknut and grounding bushing. All such hubs shall be Crouse-Hinds Type NHU, or equal.
- D. Rigid metallic conduit chase nipples, split couplings, slip fittings, unions, reducers, and enlargers, shall be aluminum.
- E. Rigid metallic conduit short els and long els shall be rigid aluminum with NPT threaded hubs and male ends. Throats shall be smooth and free from burrs. All such fittings shall be OZ/Gedney Type "9" Series, Appleton, or equal.
- F. Rigid metallic conduit split couplings shall made of aluminum and have threaded body with split tightening shelves with neoprene sandwich. Such fittings shall be OZ type "SSP", or equal.

- G. Rigid metallic conduit grounding bushings shall be aluminum body with threaded hub, bakelite insulated throat, and tin-plated copper ground lug. Furnish OZ/Gedney type ABLG, or equal.
- H. Liquid-tight flexible conduit fittings shall be suitable for the specified flexible conduit and shall be type B. Furnish straight or angle connectors as required. All such connectors shall be OZ/Gedney type 4QP, or equal.
- I. Rigid metallic conduit expansion fittings shall consist of metallic barrel joined to hubs at each end. One hubs shall be threaded to barrel and other hub shall have slip fit to allow up to four (4") inches of conduit lateral movement. Provide external bonding jumper for each expansion joint. Shall have stainless steel clamps and aluminum straps. Furnish OZ Type "EXA", or equal for expansion fitting and OZ Type ABJ for jumper.
- J. Conduit waterstops for sealing inside of conduit runs shall consist of aluminum pressure discs with sandwiched neoprene seal and with 316 stainless steel hardware. Furnish OZ/Gedney type "CS" series products, as indicated.
- K. Conduit sealing bushings for penetrations in exterior walls shall be constructed of neoprene and shall have a stainless steel disk with stainless steel bolts and hardware. Furnish OZ/Gedney "CSM" series products. For existing walls core drill wall to size recommended by manufacturer of sealing bushing. Use two bushings per wall penetration, one each side. For newly constructed walls provide a PVC Schedule 40 sleeve in concrete pour. PVC sleeve shall have water stop and the sleeve size shall be as recommended by the manufacturer of the sealing bushing.

2.03 CONDUIT BODIES AND BOXES

- A. Conduit bodies such as "C", "LB", "T" and the like pulling fittings shall be aluminum. Covers for damp and/or wet location use shall be gasketed cast metal with "wedge-nut" clamps. Covers for dry locations shall be cast aluminum and hardware shall be 316 stainless steel. All covers shall be equipped with clamp type clevises. Furnish Crouse-Hinds Form 7, or Appleton Form "FM7" products.
- B. Conduit bodies for use in corrosive areas shall be as specified above but shall have 40 mil plastic coated PVC jacket and 2 mil interior coating as specified for plastic coated rigid metallic conduit. Furnish Robroy, Perma-Cote, or Kor-Kap
- C. Conduit bodies such as "GUA", "GUAT", "GUAL", and the like pulling/splicing fittings shall be cast aluminum with threaded cast aluminum covers. All such conduit bodies shall be Killark "GE" series, or equal products by Crouse-Hinds or Appleton.
- D. Outlet boxes, pullboxes, and junction boxes whose volume is smaller than 100 cubic inches shall be sand-cast, copper-free aluminum. All boxes shall have threaded hubs and integral cast mounting lugs. Furnish Crouse-Hinds "FD" style condulets, Appleton "FD" style Unilets, or equal.
- E. Covers for cast metal boxes shall be gasketed cast metal covers with 316 stainless steel screws and shall be suitable for use in wet or damp locations.
- F. Conduit and device boxes for use in concealed drywall applications only shall be pressed sheet steel type. Furnish Racor or equal.

2.04 PULL AND JUNCTION BOXES

- A. Pullboxes and junction boxes whose volume is less than 100 cubic inches shall be furnished as specified hereinbefore except where sheet metal types are shown, in which case, furnish such sheet metal enclosures in NEMA 4X 316 stainless steel construction with gasketed covers of same material. Provide 316 SS quick release luggage type latches.
- B. Pullboxes and junction boxes whose volume is 100 cubic inches and greater shall be NEMA 4X 316 grade stainless steel type with gasketed stainless steel covers. Provide print pocket and interior back panel for mounting of terminal strips where terminal strips are called for on the drawings. Sheet metal boxes shall be as manufactured by Hoffman or equal. Provide 316 SS quick release luggage type latches.
- C. Covers for sheetmetal pullboxes and junction boxes over 100 cubic inches (and for smaller sized where shown) shall have hinged doors. All hardware shall be stainless steel.
- D. Cast metal junction boxes shall be cast aluminum type with gasketed, cast metal covers, integral mounting lugs, and with stainless steel cover screws.

2.05 LABELS

- A. Buried conduit marking tape for marking path of secondary buried conduits shall be four (4") inch nominal width strip of polyethylene with highly visible, repetitive marking "BURIED CONDUIT" or similar language, repeated along its length.
- B. Voltage warning labels for cabinets shall be waterproof vinyl strips with adhesive back and shall have "DANGER (VOLTAGE) - DISCONNECT ALL SOURCES OF POWER BEFORE ENTERING". Letters shall be highly visible red color on white background.
- C. Specify stainless steel or non-metallic machine printed conduit tags attached with stainless steel wire or nylon tie wraps.

2.06 SUPPORTING DEVICES

- A. Mounting hardware, nuts, bolts, lockwashers, and washers, shall be Grade 316 stainless steel.
- B. Unless otherwise indicated, channel framing and supporting devices shall be manufactured of ASTM 6063, T6 grade aluminum; 1-5/8" wide x 3-1/4" deep (double opening type). Thickness shall be 0.105". Clamp nuts for use with channels shall be grade 316 stainless steel.
- C. Where indicated, furnish grade 316 stainless steel slotted channel members 1-5/8" wide x 1-5/8" deep or 1 5/8" x 3 1/4" deep, double-faced type, 12 gauge. All hardware and conduit clamps shall be grade 316 stainless steel.
- D. Conduit clamp supports for terminating conduits onto cable trays shall be mechanically galvanized 316 SS or aluminum with adjustable angle clamp. Fittings shall be provided with 316 stainless steel hardware. Furnish OZ/Gedney type CTC products.
- E. All such channel members and fittings shall be B-Line, Unistrut or equal.

- F. Conduit straps, and associated nuts, lockwashers and bolts for use with channels shall be 316 stainless steel with 316 stainless steel hardware. Furnish B-Line products or equal.
- G. After-set concrete inserts (drilled expansion shields "D.E.S.") shall consist of two types. For anchors to accommodate 5/16" diameter bolts and smaller, provide HILTI "HDI" series 316 stainless steel anchors. For anchors to accommodate 3/8" diameter and larger bolts, provide HILTI "HVA" series with 316 stainless steel threaded inserts.
- H. Hanger rod shall be 3/8" minimum diameter Type 316 stainless steel all-thread.
- I. Nest-back or clamp-back conduit supports shall be two-piece type constructed of copper free aluminum. Furnish Thomas & Betts 1976AL Series, or equal.
- J. Conduit beam clamps shall be stainless steel or hardened aluminum and shall be as follows:

TYPE	MANUFACTURER
1. Right Angle	OZ/Gedney Type "UBCG", or equal.
2. Parallel	OZ/Gedney Type "UPCG", or equal.
3. Edge	OZ/Gedney Type "UECG", or equal.

- K. Hanger rod beam clamps shall be clamp type with hardened 316 stainless steel, bolt, Steel City "500" Series, Crouse-Hinds type "MW", or equal. Furnish swivel stud for each rod make-up.
- L. Conduit "J" hangers shall consist of stainless steel straddle with detachable bolt. Furnish Kindorf type "C-149", Unistrut "J-1200" Series, or equal.
- M. Conduit "U" bolts shall be 316 stainless steel with 316 stainless steel hex-head bolts.
- N. Equipment stands for supporting devices such as control stations, device boxes and the like, shall consist of a welded structural aluminum c-channel and plate aluminum floor plate as detailed on the drawings.

2.07 MISCELLANEOUS MATERIAL

- A. Double bushings for insulating wiring through sheet metal panels shall consist of mating male and female threaded phenolic bushings. Phenolic insulation shall be high-impact thermosetting plastic rated 150 degrees C. Furnish OZ Type "ABB", or equal.
- B. Conduit pull-cords for use in empty raceways shall be glass-fiber reinforced tape with foot-marked identification along its length. Furnish Thomas, Greenlee, or equal products.
- C. Conduit thread coating compound shall be conductive, non-galling, and corrosion-inhibiting. Furnish Crouse- Hinds Type "STL", Appleton Type "ST", or equal.
- D. Plastic compound for field-coating of ferrous material products shall be PVC in liquid form that sets-up semi- hard upon curing. Furnish Rob Roy "Rob Kote", Sedco "Patch Coat", or equal.
- E. Foam sealant for waterproofing uses shall be Chase Technologies "Chase Foam", or equal.

PART 3 EXECUTION**3.01 RACEWAYS**

- A. Install the conduit system to provide the facility with the utmost degree of reliability and maintenance free operation. The conduit system shall have the appearance of having been installed by competent workmen. Kinked conduit, conduit inadequately supported or carelessly installed, do not give such reliability and maintenance free operation and will not be accepted.
 - 1. Parallel runs of conduit shall be parallel to each other throughout the entire run. Bends and offsets shall occur at the same point such that all offset angles are the same.
 - 2. Conduits making vertical or horizontal changes in direction such that concentric bends are required are acceptable. All concentric bends shall have radii with the same center point.
 - 3. Conduit installation shall be planned such that conduits crossing each other will be minimized.
 - 4. Conduit installations not meeting these criteria in the sole judgment of the Owner or Engineer shall be removed and reinstalled at no charge in the contract price or schedule.
 - 5. Conduits having conductors installed shall not be a reason to not remove and reinstall unacceptable conduit installations. The installed conductors shall be removed and replaced if present in unacceptable conduit systems.
- B. Raceways shall be installed for all wiring runs, except as otherwise indicated.
- C. Conduit sizes, where not indicated, shall be N.E.C. code-sized to accommodate the number and diameter of wires to be pulled into the conduit. Unless otherwise indicated, 3/4" trade-size shall be minimum size conduit.
- D. Unless otherwise noted, conduit runs shall be installed exposed. Such runs shall be made parallel to the lines of the structure. Conduit shall be installed such that it does not create a tripping hazard or an obstruction for headroom.
- E. All runs of rigid conduit shall be threaded, and all male threads shall be coated with non-galling thread compound prior to assembly.
- F. Plastic coated metallic conduit lengths shall be joined with threaded metallic coupling that shall be each equipped with a 40-mil thickness sleeve that shall extend over the threads of the joined conduit. Each joint shall be watertight.
- G. Field-cut threads in runs of plastic-coated metallic conduit shall be cut with a special die that has rear reamed out oversize so as to slip over plastic coating. Do not attempt to cut threads on plastic coated conduit with regular dies, whereby plastic coating is skinned back to allow the incorrect die to be used. Coat all field-cut threads with cold-galvanizing spray, use two coats to provide 1-mil minimum coating thickness.

- H. Conduit runs made in concrete pours or surface-mounted runs that are attached to the structure, shall be equipped with an expansion/deflection fitting where they cross an expansion joint, or at every 100 feet.
- I. Unless otherwise shown, conduit penetrations through floors located below enclosures, shall be made each with couplings set flush with the outside faces of the concrete pour. Each pair of couplings shall be joined with a threaded spool piece. Use coated aluminum couplings.
- J. Rigid metallic conduit runs shall have their couplings and connections made with screwed fittings and shall be made up wrench-tight. Check all threaded conduit joints prior to wire pull. Coat all male threads with Crouse-Hinds "STL" or equal, conductive lubricant prior to joining.
- K. All conduit runs shall be watertight over their lengths of run, except where drain fittings are indicated. In which cases, install specified drain fittings.
- L. Plastic jacketed flexible steel conduit shall be used to connect wiring to motors, limit switches, bearing thermostats, and other devices that may have to be removed for servicing. Unless otherwise indicated, maximum lengths of flex shall be three (3') feet.
- M. Where plastic jacketed flex is installed, make up terminal ends with liquid-tight flex connectors. In wet locations, install sealing gaskets on each threaded male connector. Each flex connector shall be made-up tightly so that the minimum pull-out resistance is at least 150 lbs. Install external spirally-wrapped ground wire around each run of liquid-tight flex and bond each end to specified grounding-type fittings.
- N. Empty conduits shall have pull-ropes installed. Identify each terminus as to location of other end and trade size of conduit. Use blank plastic waterproof write-on label and write information on each label with waterproof ink. Pull a mandrel through each conduit to check and clear blockage before installing pull-rope. Owner's representative shall witness test. Provide documentation that all conduits are clear and ready for future use. Cap exposed ends of empty conduit with threaded plugs.
- O. Conduit runs into boxes, cabinets and enclosures shall be set in a neat manner. Vertical runs shall be set plumb. Conduits set cocked or out of plumb will not be acceptable.
- P. Conduit entrances into equipment shall be carefully planned. Cutting away of enclosure structure, torching out sill or braces, and removal of enclosure structural members, will not be acceptable. No top entry into NEMA 4X where installed outdoors.
- Q. Use approved hole cutting tools for entrances into sheet metal enclosure. Use of cutting torch or incorrect tools will not be acceptable. Holes shall be cleanly cut and they shall be free from burrs, jagged edges, and torn metal.
- R. All raceways shall be swabbed clean after installation. There shall be no debris left inside. All interior surfaces shall be smooth and free from burrs and defects that would injure wire insulation.
- S. Outdoor aluminum runs of raceways shall be installed with expansion fittings and supports as required to accommodate thermal expansion due to changes in temperature appropriate with the structure from which the conduit is supported. Installation shall not appear to be loose or non-linear with changes in temperature from night to day or from summer to winter. In no case shall a

straight run of conduit be installed over 20' without an expansion fitting. Furnish additional expansion fittings if required by the characteristics of the particular installation.

3.02 CONDUIT BODIES AND BOXES

- A. Conduit bodies such as "LB", "T", "GUAT", etc., shall be installed in exposed runs of conduit wherever indicated and where required to overcome obstructions and to provide pulling access to wiring. Covers for such fittings shall be accessible and unobstructed by the adjacent construction. GUA series pulling bodies rather than LB fittings and the like, shall be used for splicing purposes as well as pulling access.
- B. Covers for all conduit bodies shall be installed with gasketed cast metal type where located in damp or wet locations.
- C. All conduit boxes installed whose inside volume is less than 100 cubic inches shall be cast metal type with gasketed cast metal cover, unless otherwise indicated.
- D. All conduit boxes whose inside volume exceeds 100 cubic inches shall be sheet metal type except where gasketed cast metal type, stainless steel or fiberglass reinforced polyester are indicated.
- E. Aluminum boxes and aluminum strut shall be supported ¼" off of concrete surfaces with insulating washers or similar material, or shall be coated with bitumastic.
- F. Use mounting lugs. Drilling through back of boxes is prohibited.

3.03 RACEWAY SUPPORT

- A. All raceway systems shall be adequately and safely supported. Loose, sloppy and inadequately supported raceways will not be acceptable. Supports shall be installed at intervals not greater than those set forth by the NEC, unless shorter intervals are otherwise indicated, or unless conditions require shorter intervals of supports.
- B. Multiple runs of surface mounted conduit on concrete or masonry surfaces shall be supported off the surface by means of aluminum or stainless steel channels. Attach each slotted channel support to concrete surface by means of two (2) 1/4" diameter stainless steel bolts into drilled expansion shields.
- C. Single runs of surface mounted conduit on concrete or masonry surfaces shall be supported with hot-dipped malleable iron conduit clamps and nest-back spacers. Furnish plastic coated malleable iron conduit clamps and nest backs where corrosive areas are called out.
- D. Conduit runs that are installed along metallic structures shall be supported by means of beam clamps as specified herein.
- E. Where Aluminum is used, install neoprene spacers to prevent Aluminum from direct contact with CMU or concrete.

3.04 LABELING

- A. In addition to labeling requirements as specified throughout this and other Sections, install wiring and raceway labeling as follows:
1. Apply identification labels as specified to empty conduits to identify each conduit as to terminus of other end and also to identify trade size of conduit.
 2. Where active conduits terminate into bottoms of motor control centers, install label on each conduit terminus and show number and size of wiring and function of circuitry and trade size of conduit.

END OF SECTION

PART 1 GENERAL

1.01 SCOPE

This section shall include 600 volt and less wire and cable, terminating devices, splice kits, labeling, and appurtenances.

1.02 STANDARDS

- A. ASTM
- B. UL 1277 Electrical Power and Control Tray Cables
- C. UL 1685 Flame Exposure Test for Tray Cables
- D. ICEA T-29-520 Vertical Cable Tray Flame Test
- E. IEEE 1202 Flame Testing of Cables for use in Cable Tray

1.03 SUBMITTALS AND SHOP DRAWINGS

- A. Process catalog submittals for the following:
 - 1. Power and control cable
 - 2. Instrument cable
 - 3. Conductor Connectors
 - 4. Tape Products
 - 5. Labels

PART 2 PRODUCTS

2.01 WIRE AND CABLE

- A. All conductors shall be soft-drawn annealed copper, Class B stranding that meets ASTM B-8. Copper conductors shall be uncoated, except as otherwise specified.
- B. Single conductor cable for power, control, and branch circuits shall have cross-linked polyethylene insulation, rated for 600 volts. Cable shall be NEC type XHHW-2. All such cable shall be rated for wet or dry use. Cable insulation shall be color coded with factory pigmented colors below size #6 awg. Color coding shall be as specified under Part 3 of this section. Cable shall be as manufactured by Southwire or equal.
- C. Instrument cable for analog circuits, shall be # 16 awg, twisted shielded pairs or triads with PVC insulation and overall jacket. Cable assembly shall be rated for 600 volts, wet or dry locations. Furnish Okonite "Okoseal-N Type P-OS" or approved equal.
- D. Single conductor cable for 24 volt dc control shall be minimum size #16. Furnish MTW type insulation for panel wiring and XHHW-2 insulation for field wiring in conduits.

- E. Ground mat and associated upcomers and grounding conductors shall be tin-plated stranded copper.

2.02 CONNECTORS

- A. Mechanical connectors for 600V class wiring shall be tin-plated copper alloy bolted pressure type with bronze tin-plated hardware. Furnish connectors as follows:

<u>TYPE</u>	<u>MANUFACTURER & TYPE</u>
Single conductor to flat-plate connector	Blackburn LH
Multiple conductor to flat-plate connector	Blackburn L2H, L3H, L4H
Split-bolt connector	Blackburn HPS
Two-bolt parallel connector with spacer	Blackburn 2BPW
Cross Connector	Blackburn XT
Splice Connector	Blackburn S

Flush ground connector OZ Type "VG"

- B. Insulated spring wire connectors, "wire-nuts", for small building wire taps and splices shall be plated spring steel with thermoplastic jacket and pre-filled sealant. Connector shall be rated for 600 volts, 75 degrees C continuous. Furnish King Technology, or equal.
- C. Connectors for control conductor connections to screw terminals shall be crimp-type with vinyl insulated barrel and tin-plated copper ring-tongue style connector. Furnish T&B "Sta-Kon", 3M "Scotchlok", or equal.
- D. Terminal strips for miscellaneous field terminations of control and instrumentation circuits shall consist of 12 point box lug terminals with marking surface. Terminal assembly shall accept #18 to #12 awg and shall be rated 600 volts. Furnish Allen-Bradley #1492-HJ812 terminal blocks.

2.03 INSULATING PRODUCTS

- A. Tape products shall be furnished as hereinafter specified and shall be Plymouth, Okonite, 3M, or equal.
- B. General purpose electrical tape shall be 7 mil thick stretchable vinyl plastic, pressure adhesive type, "Slipknot Grey", 3M Scotch 33+, or equal.
- C. Insulating void-filling tape and high voltage bedding tape shall be stretchable ethylene propylene rubber with high-tack and fast fusing surfaces. Tape shall be rated for 90 degrees C continuous,

130 degrees C overload, and shall be moisture-proof. Void filling tape shall be "Plysafe", 3M Scotch 23, or equal.

- D. High temperature protective tape shall be rated 180°C continuous indoor/outdoor, stretchable, self-bonding silicone rubber. High temperature tape shall be Pysil #3455, 3M Scotch 70, or equal.
- E. Insulation putty filler-tape shall be Plymouth #32074, 3M Scotchfill, or equal.
- F. Arc and fireproofing tape shall be Plymouth #3318, 3M Scotch #70 or equal.

2.04 LABELS

- A. Colored banding tape shall be 5 mil stretchable vinyl with permanent solid color. Colors shall be as hereinafter specified. Tape shall be Plymouth "Slipknot 45", 3M Scotch #35, or equal.
- B. Numbered wire marking labels shall be PVC sleeve-type markers, T&B, Brady or equal. Markers using adhesive are not acceptable.
- C. Cable identification ties shall be weather resistant polyester with blank write-on space, T&B, Brady or equal.

2.05 MISCELLANEOUS MATERIAL

- A. Cable grips shall be 316 SS grip-type wire mesh with machined metal support. Furnish Kellems, Appleton, or equal products.
- B. Wire pulling compound shall be non-injurious to insulation and to conduit and shall be lubricating, non- crumbling, and non-combustible. Furnish Gedney "Wire- Quick", Ideal "Yellow" or equal.

PART 3 EXECUTION

3.01 POWER AND CONTROL CABLE

- A. Power and control conductors shall be sized as shown and where no size is indicated, the conductor size shall be #12 awg for power circuits #14 awg for 120 vac control circuits, and #16 awg for instrumentation circuits.
- B. Equipment grounding conductors shall be installed with type XHHW insulated stranded copper conductors and the insulation color shall be green in sizes up to and including #10 awg.
- C. Color coding shall be as follows. Non-factory color coded cables shall be marked with specified color tape. Use the following colors:

CONDUCTOR	120/208V SYSTEMS	480V SYSTEMS
Phase A or L1	Black	Brown
Phase B or L2	Red	Orange
Phase C	Blue	Yellow
Neutral	White	N/A
Ground	Green	Green

- D. Branch circuits may be spliced for receptacle, lighting and small appliance load inside appropriate junction boxes. Feeders, branch circuit, power wiring, control wiring, and signal wiring shall be installed without splice.
- E. Except as otherwise specified, taps and splices with #10 AWG and smaller, shall be made with insulated spring wire connectors. Such connectors in damp or wet locations shall be waterproofed by filling interstices around wires with silicone rubber and further insulating with an envelope of stretched piece of EPR tape around each wire. Then, apply one-half lapped layer of electrical tape over all.
- F. Motor connections made with #10 AWG and smaller wire shall be made up with set-screwed copper lugs with threaded-on insulating jacket. After make-up of each connector, install two (2) layers half-lapped, of high temperature tape over connector barrel and down one (1") inch over wires.
- G. Taps, splices, and connections in #8 AWG and larger wires shall be made with copper alloy bolted pressure connectors. Each such connector shall be insulated by means of applying insulation putty over sharp edges so as to present a smooth bonding surface. Next, apply at least four (4) layers, half-lapped each layer of EPR tape. Then, make final wrapping of at least three (3) layers, half-lapped each layer of electrical tape.
- H. Control wiring connections to stud type and screw type terminals shall be made with ring-tongue type crimp connectors. Label each terminal jacket with wire marking label at each connection.
- I. Each wire connection shall be made up tightly so that resistance of connection is as low as equivalent length of associated conductor resistance.
- J. Numbered marking labels shall be installed to identify circuit numbers from panelboards. Install labels on each wire in each panelboard, junction, pullbox and device connection.
- K. Label each wiring run with write-on waterproof labels inside motor control center. Install write-on label ties around wire group at conduit entrance and write-on label the wire size, conduit size and service.
- L. Install PVC sleeve type numbered marking on each control wire termination at each terminal strip and at each device. Do this in motor control center, terminal cabinets, safety switches, remote

controllers, pilot operators, and instrumentation equipment. Number selected shall correspond to number on terminal strip.

M. All wiring inside equipment enclosures shall be neatly trained and laced with nylon tie-wraps.

3.02 INSTRUMENTATION WIRING

A. All 4-20mA analog pairs shall have shields grounded at the instrumentation panel and insulated on the field end unless otherwise required by instrument supplier. Single point grounding shall be maintained.

3.03 GROUND WIRING

A. Each item of equipment shall be adequately and thoroughly grounded. Comply with Article 250 of N.E.C., except where higher standards of grounding have been specified. In addition to requirements as specified under Section 26 04 50, install grounding for general wiring systems as follows.

B. Equipment grounding conductors (EGC) shall be installed in each run of power and control conduits. These wires shall be green colored in sizes #6 AWG and smaller and green banded in larger sizes. Ground wires shall be type XHHW-2 insulated copper wires.

C. EGC runs into equipment shall be grounded to equipment bus where available, or to equipment ground lugs.

D. Where grounding type bushings are installed, bond EGC thereto, and furthermore, ground each bushing lug to equipment ground bus or ground lug, or ground rod.

E. In each motor terminal box, install equipment ground lug and connect EGC thereto. Bond pump frame to motor frame. Bond motor and pump to grounded electrode conductor.

3.04 LABELING

A. In addition to labeling requirements as specified throughout this Section, install wiring and raceway labeling as follows:

1. Apply numbered wire marking labels to control wiring terminations for each termination in each item of equipment. Use PVC sleeve type labels.
2. Apply numbered wire marking labels to power and control wiring terminations in motor control centers, panelboards, and at outlets, to identify circuit numbers. Use PVC sleeve type labels.
3. Apply numbered wire marking labels to each signal wire termination in each instrument junction box, and in each item of equipment served by instrumentation circuits. Use PVC sleeve type labels.
4. Apply write-on identification labels to wiring sets in each motor control center, and in each pullbox and junction box. Show wire size, conduit size, and line and load information. Use waterproof plastic write-on labels with nylon tie-wraps.

3.05 TESTING

- A. Each run of 600V class power and control wiring shall be tested prior to connection of line and load. Make tests with 1000V dc hand-crank or motor driven ohmmeter. Each run of wiring shall be tested phase-to-phase and/or phase-to-neutral, and phase-to-ground. Test results for each test shall be equal to or greater than 25,000,000 ohms with 1000V dc applied. All tests shall be made in the presence of the Owners representative or Engineer.
- B. Test all runs of signal wiring with 250V dc megger. Insulation values shall meet or exceed 1,000,000 ohms per 100 feet (cable to shield).
- C. Should any cable or circuit fail to meet the above tests, replace wire and retest.

END OF SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install a system of underground raceways and wiring as shown on the drawings.

1.02 APPLICATIONS

- A. Except as otherwise shown on the Drawings, or otherwise specified, all underground and in-slab conduit raceways shall be of the following type:
 - 1. For small diameter conduits for instrumentation and feeder circuits, conduit runs shall be made with schedule 40 PVC. Bends to grade shall be made with plastic coated rigid aluminum conduit. All conduit coming out of the ground in grass areas shall have concrete mow protection as detailed on the drawings. Plastic coated conduit in all cases shall extend 3" above the concrete.
 - 2. All instrumentation underground conduit runs shall be made with schedule 40 PVC conduit with plastic coated rigid metallic conduit upturns. A 24" separation shall be maintained from power conduit ductbanks or if in the same ductbank, it shall be plastic coated rigid steel conduit the whole way.

1.03 SUBMITTALS

- A. Process submittals for the following:
 - 1. Non Metallic conduit
 - 2. Metallic conduit
 - 3. Grounding Bushings
 - 4. Buried conduit marker tape
 - 5. Conduit supporting saddles

1.04 RELATED WORK SPECIFIED UNDER OTHER SECTIONS

- A. Refer to Section 26 01 10 for raceways.
- B. Refer to Section 26 01 20 for wiring.
- C. Refer to Section 26 04 50 for grounding.
- D. Refer to Division 3 for concrete.

PART 2 PRODUCTS

2.01 RACEWAYS

- A. Raceways shall be as specified in Section 26 01 10.

2.02 MISCELLANEOUS

- A. Gravel for underbedding of conduits shall be washed type pea gravel.
- B. Plastic saddles (where allowed) for spacing and supporting conduits shall be interlocking types as manufactured by Cantex.
- C. Plastic marker label tape for buried conduits shall be yellow background with black letters with repetitive marking "ELECTRIC LINE" on yellow background, continuous along its length. Furnish T&B # NA-0608, or equal tape.

PART 3 EXECUTION

3.01 EXCAVATION AND BACKFILLING

- A. Do all excavating and backfilling necessary for the installation of the work. This shall include shoring and pumping in ditches to keep them dry until the work has been installed.
- B. All excavations shall be made to proper depth, with allowances made for floors, forms, beams, piping, finished grades, etc. Ground under conduits shall be undisturbed earth or if disturbed, mechanically compacted to a density ratio of 95% before conduits are installed.
- C. All backfilling shall be made with selected soil, free of rocks and debris, and shall be pneumatically tamped in six (6") inch layers to secure a field density ratio of 95%.
- D. Field check and verify the locations of all underground utilities prior to any excavating. Avoid disturbing these as far as possible. In the event existing utilities are broken into or damaged, they shall be repaired so as to make their operation equal to that before the trenching was started.
- E. All concrete ductbanks shall have a red dye in to indicate electrical ductbank. All ductbanks shall be concrete encased. Concrete shall be 3000 psi with PSI Fiberstrand F microfiber. PSI Fiberstrand F is a product of The Euclid Chemical Company.
- F. All concrete encased ductbanks shall be tied into structure with doweled rebar, on each corner, four places minimum.
- G. Where conduits turn up provide 6" rise of concrete encasement to protect conduit from mowing.

3.02 RACEWAYS

- A. All underground conduits shall be PVC schedule 40 unless otherwise noted. All bends to grade shall be made with plastic coated rigid metallic conduits and shall extend to 6" above grade. Conduits shall be watertight over the entire length of the underground run.
- B. Install all power, control, and signal wiring. Label each single conductor wire at each connection with PVC sleeve type wire labels. Label each signal cable at each end with plastic waterproof write-on type label to identify terminal connection and function and device served.

- C. Where empty conduits terminate into equipment install blank "disc" under grounding bushing and bring specified foot-marked pull tape through disc. Label each end of each pull tape with waterproof plastic label to identify terminus of other end and also show conduit size.

3.03 WIRING

- A. All underground wiring runs shall be installed from line to load without splice.

END OF SECTION

PART 1 GENERAL

1.01 SCOPE

- A. Furnish and install complete grounding systems in accordance with Article 250 of the National Electrical Code as shown on the Drawings and as specified herein.
- B. Provide ground mat grounding electrode system as shown on the drawings and as specified herein.

1.02 SUBMITTALS

- A. Submit manufacturers' catalog sheets with catalog numbers marked for the items furnished, which shall include:
 - 1. Ground well casings
 - 2. Ground rods
 - 3. Terminal lugs and clamps
 - 4. Exothermal welding materials
 - 5. Ground cable
 - 6. Ground connection hardware

PART 2 PRODUCTS

2.01 GROUNDING ELECTRODES

- A. All ground mat grounding electrodes and grounding electrode conductors shall consist of tin plated stranded copper.
- B. All ground rods shall be copper clad steel products, 3/4" diameter x 10 foot long, unless otherwise indicated. Ground rods shall be Blackburn #6258, or equal. Provide heavy duty ground rod clamps, exothermic welds where concealed or below grade. Equal to Blackburn #GG58 where vertical connections are installed and #GUV where U-bolt connectors are installed to serve horizontal connections.

2.02 GROUNDING DEVICES

- A. Connectors shall be furnished as specified under Section 26 01 20.
- B. Conduit grounding bushings shall be furnished as specified under Section 26 01 10.
- C. Equipment grounding conductors shall be furnished as specified under Section 26 01 20.
- D. Flush cast metal grounding plates shall consist of bronze body with flat plate on top and bolted clamp connector on bottom. Furnish OZ type "VG", or equal flush connectors. Each such connector shall be furnished with silicon bronze connector bolts for installation of top-mounted grounding connectors.

- E. Exothermal welding kits shall be "Cadweld" products as manufactured by Erico. Molds, cartridges, powder, and accessories shall be as recommended by the manufacturer.

2.03 GROUND TEST WELLS

- A. Ground test wells shall be furnished each ground rod for the purpose of field testing the ground mat system.
- B. Ground test wells shall each consist of ground rod with connector attached to a #4 upcomer from the ground mat and contained within an access well with labeled top.
- C. Ground test well enclosures shall be Brooks product #3RT series, or equal. Enclosures shall be 10 1/4" diameter and shall include cast iron cover with integrally cut "GROUND TEST WELL" in top of cover.

PART 3 EXECUTION

3.01 GROUND MATS AND GROUND WELLS

- A. Install ground mat around the perimeter and under the new foundations as shown. Use #4/0 AWG tin-plated copper stranded conductor for the ground mat. Install upcomer with indicated wire sizes of tin plated copper conductors. Exothermally weld all connections.
- B. Unless other larger sizes are indicated on the drawings, install #2 upcomers from ground mat to PLC, and other equipment indicated on the drawings. Install "VG" flush floor connector to serve each upcomers and run #2 stingers from top side of each "VG" to ground bus in equipment. Bond VG to rebar in concrete.
- C. Install ground rods in test wells where indicated on the drawings.
- D. Install chemical grounding kits where called for. Drill holes as required and install kit per manufacturer's instructions. Exothermic weld all concealed, imbedded in concrete or buried connections.

3.02 TRANSFORMER

- A. Bond transformer neutral to cabinet.
- B. Install grounding electrode conductor from each transformer neutral to system ground and to local electrodes as shown. Run #2 ground wire to ground mat.

3.03 WIRING SYSTEMS GROUNDING

- A. All equipment enclosures, motor and transformer frames, metallic conduit systems and exposed structural steel systems shall be grounded.
- B. Equipment grounding conductors shall be run with all wiring. Sizes of equipment grounding conductors shall be based on Article 250 of the N.E.C. except where larger sizes may be shown.

Bond each equipment grounding conductor to the equipment grounds at each end of each run. Run 4/0 ground full length of tray, bond to each section and every enclosure where conductors originate or terminate. Protect grounded equipment conductor in conduit where it leaves the tray.

- C. Liquid tight flexible metal conduit in sizes 1" and larger shall be equipped with external bonding jumpers. Use liquid tight connectors integrally equipped with suitable grounding lugs.
- D. Where conduits enter into equipment free of the metal enclosure, install grounding bushing on each conduit and bond bushing lug to equipment ground bus.
- E. Where conduits enter equipment enclosures, equip each penetration inside with grounding bushing. Install bonding jumper from each grounding bushing to ground bus.
- F. Equipment enclosures that do not come furnished with a ground bus, install ground lug in each enclosure that shall be bonded to the metal cabinet or backpan of the enclosure.
- G. Separately derived systems shall be each grounded as shown and shall comply with Article 250 of the NEC except where higher standards are shown.

3.04 TESTING

- A. All exothermic weld connections shall successfully resist moderate hammer blows. Any connection which fails such test or if upon inspection, weld indicates a porous or deformed connection, the weld shall be remade.
- B. All exothermic welds shall encompass 100 percent of the ends of the materials being welded. Welds which do not meet this requirement shall be remade.
- C. Test the ground resistance of the system. All test equipment shall be furnished by Contractor and be approved by Engineer. Test equipment shall be as manufactured by Biddle or approved equal. Dry season resistance of the system shall not exceed five ohms. If such resistance cannot be obtained with the system as shown, provide additional grounding as directed by Engineer.

END OF SECTION

PART I - GENERAL

1.01 SUMMARY

Furnish emergency generator set(s) for providing backup electrical power at 277/480V, 3 phase, 60 Hz, or as required on drawings, to service designated loads complete with automatic transfer switch, fuel storage tank, battery and charger, control panel and/or other applicable accessories and appurtenances as specified herein and/or shown on the drawings. All emergency generator sets and related accessories shall be furnished by a single supplier who is the emergency generator set manufacturer's authorized dealer or distributor.

1.02 RELATED REQUIREMENTS

- A. 16524 480 V Automatic Transfer Switch
- B. 01300 Submittals
- C. 01670 Training
- D. 01730 Operation and Maintenance Manuals

1.03 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

- A. NFPA 70 National Electrical Code (NEC)
- B. NFPA 70E Standard for Electrical Safety in the Workplace
- C. NFPA 110 Standard for Emergency and Standby Power Systems
- D. UL Underwriters Laboratory
- E. NEMA MG-1 Motors and Generators.
- F. IEEE 115 Test Procedures for Synchronous Machines Part I-Acceptance and Performance Testing Part II-Test Procedures and Parameter Determination for Dynamic Analysis
- G. MIL-STD-705 Military Standard Generator Sets, Engine Driven, Methods of Test and Instructions
- H. OSHA Occupational Safety and Health Administration

1.04 - 1.05 (NOT USED)

1.06 SUBMITTALS

- A. Submittals shall be made in accordance with the requirements of Section 01300.
- B. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.
- C. Submittal data shall be sufficient to determine compliance with, meeting or exceeding, the specifications. Submit the following data, minimum, for emergency generator sets in the BID PROPOSAL:
 - 1. Manufacturer(s) model number(s) and complete catalog data including auxiliary equipment and accessories.
 - 2. The following data in tabulated form:
 - a. Make and type of engine including manufacturer, model, and capacity.
 - b. Number of cylinders and cylinders configuration.
 - c. Bore, liners (inches).
 - d. Stroke, liters (inches).
 - e. Piston displacement, liters (cubic inches).
 - f. Piston speed, liters per minute (feet/min.) at rated RPM.
 - g. BMEP at rate KW output.
 - h. Generator make, type, model, manufacturer.
 - i. Generator electrical rating, KVA or kW @ 0.8 power factor.
 - j. Exciter type.
 - k. Generator insulation class and temperature rise.
 - l. Number and type of bearings.
 - m. Manufacturer's certified engine BHP curve and certified generator set fuel consumption curve.
 - n. Total weight(s) of assembled set, components, accessories, etc.
 - 3. Certified engine horsepower curves showing the manufacturer's approval of the engine rating for emergency generator set and power plant application.
 - 4. Complete data for automatic transfer switch and its accessories.

**EMERGENCY GENERATOR SET
SECTION 16210**

5. Manufacturer's PARTS AND SERVICE SUPPORT contact information.
6. Manufacturer's recommendation for special tools, spare parts, replacement parts, related accessories.
7. Data and ratings for other accessories and appurtenances furnished where applicable.
8. Warranty information.

1.07 QUALITY ASSURANCE

A. Workmanship and Materials

1. Emergency generator sets shall be designed, fabricated and/or assembled in accordance with the best modern engineering and shop practices, so as to produce a high quality reliable source of backup electrical power.
2. All materials and/or equipment shall be new. Remanufactured or re-use of existing equipment is NOT ACCEPTABLE.

1.08 – 1.09 (not used)

1.10 WARRANTY

- A. Manufacturer shall guarantee for a period of 12 months from date of final acceptance against the following:
1. Faulty or inadequate design.
 2. Assembly or fabrication.
 3. Defective workmanship or materials.
- B. Manufacturer shall furnish a written manufacturer's warranty which states they will correct and/or replace all faulty items.
- C. FOB DESTINATION (on purchase order) shall be at no cost to the OWNER.

1.11 OPERATION AND MAINTENANCE MANUALS

Furnish quantity of copies as specified for contract deliverables for O&M Manuals complete with delivery of each size and rating emergency generator set. As a minimum O&M Manual shall provide the following:

1. All data per SUBMITTALS
2. Complete generator and transfer switch electrical power, control and instrumentation wiring schematics; generator output wiring diagram; enclosure(s) dimensions, layouts, and ratings, etc.

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3. Complete bill of materials with complete description of all parts, components, accessories, etc. to be easily identified for replacement and/or service.
4. Operation & Maintenance Instructions
 - a. Technical/service manual including functional descriptions, settings and adjustments, and calibrations.
 - b. Complete description of the operational characteristics of the generator set and its major components.
 - c. Complete parts listing, routine or standard maintenance checks, renewal parts, etc.
5. Parts and Service Support
 - a. Bidder shall furnish authorized generator set manufacturer parts and service on a 24 hour basis for both the engine and generator.

PART II - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Qualifications

1. Manufacturer shall be an Original Equipment Manufacturer proven in the fabrication of emergency generator sets and shall produce their own prime mover. Prior to BID award, bidder may be requested to furnish customer data base to substantiate proven manufacturer. This may include, but is not limited to the following:
 - a. Minimum of five (5) years in this business
 - b. Customer company name.
 - c. Contact person name and telephone number.

B. Acceptable Manufacturers

1. Caterpillar/Holt
2. Cummins/Onan
3. Kohler

2.02 MATERIALS/CONSTRUCTION

- A. Emergency generator sets shall comply with industry standard of the type for furnishing remote location generation of polyphase, alternating current electrical power at 480/277 V, 3-phase, 3-wire or 4-wire, 60 Hz as driven by a diesel engine of required capacity meeting the specifications herein. Emergency generator set shall work in conjunction with an automatic

**EMERGENCY GENERATOR SET
SECTION 16210**

transfer switch and/or other requirements applicable as designated per the contract documents.

- B. Generator shall be sized to provide power to loads as shown on contract drawing allowing a maximum 5% voltage drop.
- C. Emergency generator set shall be a skid base mounted power plant unit of required capacity diesel engine driver and generator unit for output of normally 480/277 V, 3-phase, 3-wire or 4-wire, 60 Hz electrical power. Verify with contract drawings for each site.

D. Type

- 1. The engine shall be an internal compression combination ignition engine. It shall be a four stroke cycle, water cooled, and solid injection engine of either a vertical in-line or V-type cylinder configuration or as designated per the contract documents.

E. Horsepower

- 1. Special ratings or maximum ratings will NOT BE ACCEPTABLE.
- 2. Engine speed shall not exceed 1800 RPM at normal full load operation. Speed shall be regulated and limited by speed governor controls specified elsewhere herein.

F. Fuel

- 1. The engine shall be capable of satisfactory performance on No. 2 diesel fuel.

G. Governor

- 1. The engine speed shall be controlled by an electronic or hydraulic governor to maintain constant speed from no load to full load. The frequency at any constant load, including no load, shall remain a steady state band width of +/- 0.4% of rated frequency.

H. Fuel System

- 1. The fuel system shall be that which is normally used by the diesel engine manufacturer. It shall include a replaceable element fuel filter conveniently located for easy servicing.
- 2. A ready supply double wall fuel tank with leak detection shall be base mounted below the generator set to provide an immediate fuel supply upon engine startup and shall have minimum capacity for 24 hours operation at 95% fuel capacity.
- 3. Wire reinforced flexible fuel lines shall be furnished for each fuel connection to the engine.

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I. Lubrication

1. The engine shall have a gear type lubricating oil pump for supplying oil under pressure to main bearings, crank pin bearings, piston, piston pins, timing gears, camshaft bearings, and valve rocker mechanism.
2. Thread spin-on full flow lubrication oil filters, conveniently located for servicing, shall be provided. Filters shall be equipped with a spring loaded by-pass valve to ensure oil circulation if filters are clogged.

J. Cylinder Liners

1. The engine shall be provided with removable cylinder liners of close-grained alloy iron.

K. After cooler

1. Only engine jacket water cooled and engine manufacturer designed and furnished after cooler may be furnished.

L. Air Cleaners

1. The engine shall be provided with dry type, replaceable element air cleaners.

M. Starting

1. The engine shall be equipped with a 12V or 24V electric starting system of sufficient capacity to crank the engine at a speed which will allow full diesel starting of the engine.
2. Full sized lead acid batteries shall be furnished having sufficient capacity for cranking the engine for at least 40 seconds at firing speed in ambient temperature. A battery rack with necessary cables and clamps shall be provided.
3. A suitable battery charging alternator shall be provided with sufficient capacity to recharge the batteries back to normal starting requirements quickly.
4. An automatic 5A battery charger shall be provided to maintain the batteries at full capacity. The charger shall have an automatic complete shutoff when the battery is fully charged.
5. Batteries and battery charger shall be mounted on the engine. Batteries shall be Group 31 type. Smaller, low profile batteries shall not be used.

N. Starting Aid

1. An engine mounted, thermostatically controlled immersion type engine coolant heater shall be provided to ensure maintaining engine block coolant temperature in the range of 50° to 60° C (120° to 140° F). The

**EMERGENCY GENERATOR SET
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heater shall be sized by the manufacturer and suitable for operation on 120 VAC, 60 Hz. The engine heater shall have a lube oil pressure switch for automatic cut-out on engine startup.

O. Engine Instruments

1. Generator set mounted instrument panel shall contain the following indicators for engine visual inspection and maintenance:
 - a. Coolant temperature (Fahrenheit).
 - b. Lube oil pressure (PSI).
 - c. Lube oil temperature (Fahrenheit).
 - d. Speed (RPM).
 - e. Run time meter (hours).
 - f. Battery charging indicator.
 - g. Engine fault indicator lights for oil pressure, oil temperature, coolant temperature, and engine over speed.

P. Cooling

1. The engine shall be furnished with a cooling system having sufficient capacity for cooling the engine for full load operations at ambient temperature up to a maximum of 43° C.
2. The engine shall be equipped with an engine driven, centrifugal type water circulating pump and thermostatic valve to maintain the engine at recommended operating temperature levels.
3. The engine cooling system shall include spin-on type engine water filters which shall treat the coolant and prevent corrosion and scale deposits inside the cooling system.
4. The engine cooling system shall adhere to manufacturer's specifications.
5. The engine shall be equipped with a radiator, blower fan, and closed fitting venturi shroud of a type and capacity designed and furnished by the engine manufacturer. A rigid guard shall enclose both top and sides of all moving parts between the engine and radiator.

Q. Exhaust System

1. A suitable silencer shall be furnished with the engine. The silencer shall be of the critical grade, 30 DbA attenuation minimum, unless otherwise designated per the contract documents. The unit shall be equipped with a "Drop-In" exhaust that is contained within the sound enclosure, unless noted otherwise in the contract documents.

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R. Sound Attenuating Enclosure

1. Sound attenuated enclosure: The engine-generator set shall be factory enclosed in a 14 gauge steel enclosure with stamped air intake, with integral air directional sound baffles, 90 degree discharge turn duct with screen. Provide access doors with padlock hasps, handles, and piano type hinge to allow access to engine and generator. Upper control panel access door provided with Plexiglas viewing window. Extend oil and water drains with shut-off valves to exterior of enclosure. Sound performance maximum of 72 dba attenuation no load at seven (7) meters. Factory prime and paint with an enamel finish with a City of Austin selected color.

S. Safety Controls

1. The engine shall be equipped with automatic safety controls which will shut down the engine in the event of lubricating oil low pressure, high coolant temperature, engine over speed, engine over crank and make electrical contacts for alarm lights on the control panel.

T. Remote Alarm Relay

1. Provide relay(s) which shall operate when any of the safety controls operate. Relay(s) shall also operate when the fuel tank supply drops below a level which would keep the generator running for less than 12 hours. Relay shall have a minimum double pole double throw, 10A, and 125 VAC rated contacts.

U. Auxiliary Run Contacts

1. Provide a relay which will operate when the generator is running. Relay shall have a minimum of two (2) double pole double throw 10A, and 125 VAC rated contacts.

V. Mounting

1. The engine and generator shall be equipped with suitable full length steel construction sub-base for mounting the engine-generator unit on a concrete foundation. Sub-base shall be primed and painted epoxy enamel for rust and corrosion resistance. The engine shall be equipped with vibration isolators between the engine and tank. Provide galvanized (minimum) mounting hardware and fittings.
2. The unit shall be bolted to slab with 316SS anchor bolts.

W. Electric Generator

1. Type

- a. The generator shall be a brushless, revolving field type, coupled directly to the engine power plant flywheel through a flexible driving disk.

**EMERGENCY GENERATOR SET
SECTION 16210**

- b. The generator shall be of single bearing design with a rotor support bearing designed for a minimum life of 40,000 hours. The rotor shall be dynamically balanced for up to 35% overspeed operation.
 - c. The rotor shall be constructed using techniques such that shaft currents are negligible and an insulated bearing is not needed.
2. Stator
- a. The stator winding shall be copper conductor materials of construction form or random wound. The winding shall be of 2/3 pitch design to eliminate the third harmonic waveform distortion. The stator shall be given a minimum of three dips and bakes of epoxy resin plus a final coat of epoxy for moisture and abrasion resistance. The output voltage waveform distortion shall not exceed 5% total RMS at rated full load, measured line to line.
3. Rotor
- a. The rotor shall be layer wound with a trickle epoxy resin or VIP insulation treatment plus a final coat of epoxy for moisture and abrasion resistance. Amortisseur windings shall be integral with the rotor coil support and receive the same insulation treatment.
4. Exciter
- a. Generator's excitation shall be a rotating brushless exciter incorporating a full wave, three phase rotating rectifier with hermetically sealed, metallic type, silicon diodes to supply main field excitation. A surge suppresser shall be connected across the diode network to protect it against transient conditions.
5. Voltage Regulator
- a. The generator shall also have a permanent magnet pilot exciter to supply power to a solid state voltage regulator. The voltage regulator shall be designed around the engine/generator combination for optimal load pick up capabilities to maintain full load performance to compensate for voltage drop, motor start up inrush current and short circuit current conditions. The generator shall be capable of supplying 300% short circuit and motor startup inrush current conditions.
 - b. Voltage regulation adjustment within +/-10% nominal output voltage.
 - c. An adjustment for maximum voltage drop.
6. Internal protection for under frequency and over excitation conditions.
7. Over voltage protection.

**EMERGENCY GENERATOR SET
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X. Temperature/Insulation Rating

1. The generator shall comply with NEMA MG-1 standards. Temperature rating shall be 130° C over a 40° C ambient temperature rise as measured by the resistance method. Insulation system shall be a minimum of Class H with a Class F rise.

Y. Output

1. The generator shall be fully guarded and drip proof per NEMA MG-1. The generator shall be furnished with side or top mounted power terminal box capable of 360-degree (90-degree increments) to accommodate either top, bottom, or side entry of load cables conduit (routed to load circuit breaker specific elsewhere herein). Power terminal box shall have dedicated grounding terminal.

Z. Control Panel

1. The generator set control panel shall be mounted on the generator by means of vibration isolators. The control panel shall be in a dead front NEMA 1 rated enclosure inside the sound enclosure (visible through the Plexiglas window) with pad lock provision. The control panel shall provide, at a minimum the following:
 - a. Voltmeter, volts.
 - b. Ammeter, amperes.
 - c. Combination voltmeter/ammeter phase selector switch; A,B,C.
 - d. Frequency meter, Hz.
 - e. Alarm annunciation panel.
 - f. Specified engine instrumentation.
 - g. Start/stop.
 - h. Overload Protection Load Circuit Breaker
2. Provide a 3-pole load circuit breaker to provide load circuit interruption and protection. The circuit breaker shall be molded case, thermal magnetic type with adjustable trip setting and ratings to comply with the generator's rated output voltage and current load capacity.
3. The adjustable trip unit shall provide inverse time delay for overload protection and instantaneous magnetic tripping for short circuit current protection.
4. The circuit breaker shall comply with NEMA and UL standards and the NEC. The circuit breaker shall be in a dead front NEMA 1 rated enclosure mounted on the generator set skid/sub-base inside the sound enclosure.

**EMERGENCY GENERATOR SET
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AA. Automatic Controls

1. The generator set control panel shall also provide controls for automatic cycle cranking for a minimum of four cranking and three reset periods daily. Provide panel mounted controls and indicator lights for "AUTOMATIC," "OFF," AND "TEST" for generator starting operation.
 - a. **AUTOMATIC**
 - 1) Normal Transfer Conditions: Operation shall be initiated by contact from the automatic transfer switch control schematic.
 - 2) Normal Cycle Cranking: Operation shall be initiated by contact from the automatic cycle cranking schematic and no operation of the transfer switch. The AUTOMATIC position indicator light shall be red.
 - b. **OFF**
 - 1) All controls for starting the generator set are disabled. The OFF position indicator light shall be green.
 - c. **TEST**
 - 1) With dedicated start/stop control switches, test switch shall allow manual starting and stopping of the generator set with no operation of the transfer switch. The TEST position shall also enable the performance of the automatic cycle cranking schematic with inspection and coordination of the status of the timer sequence for this circuits operation the TEST indicator light shall be amber.

BB. Automatic Transfer Switch

1. Automatic Transfer Switch to be provided by the same supplier as the generator. Furnish according to Section 16524.

2.03 (NOT USED)

2.04 TOOLS, SPARE PARTS AND ACCESSORIES

A. Spare Parts

1. Spare Parts shall be furnished per manufacturer's recommendation and per the minimum spare parts listed, but not limited to:
 - a. Oil filter.
 - b. Water filter.
 - c. Control relays.

- d. Pilot lights.
- e. Fuses.
- f. Other items as may be designated elsewhere herein.

B. Tools

- 1. Tools shall be furnished per manufacturer's recommendation.

PART III - EXECUTION

3.01 GENERAL

3.02 PREPARATION

3.03 ERECTION, INSTALLATION, AND APPLICATION INSTRUCTIONS

- A. Furnish services of authorized manufacture's technical representative(s) to assist in the supervision of the complete installation, alignment, check out and startup of the emergency generator set, and place in service.

3.04 (Not Used)

3.05 FACTORY AND FIELD QUALITY CONTROL

A. Factory Calibration and Testing

- 1. Furnish a certified Factory Testing Report, in triplicate, for each emergency generator set furnished.
- 2. Factory Testing shall be in compliance with NEMA, OSHA, and the NFPA, and include but not be limited to the following:
 - a. Each generator shall have a performance and temperature rise data report.
 - b. Temperature rise data shall be for full load at 0.8 power factor at rated voltage and frequency specified herein.
 - c. Run time performance testing showing a minimum of one (4) hour running with ½ hour continuous 100% rated full load at 0.8 power factor.
 - d. Run time performance testing for voltage and frequency stability and transient response at ¼, ½ and full loads.
- 3. Normal preliminary engine and generator tests and checks shall have been performed before performing certified factory testing.

3.06 – 3.07 (Not Used)

3.08 TESTING AND INSPECTION

- A. The complete installation shall be field tested by authorized representative(s) and certify, in triplicate, to the OWNER, that the generator set tested satisfactorily. Test shall be witnessed by the OWNER or designated representative(s). Testing shall be per the calibration and testing section.
- B. Perform, as a minimum, the same test per the Factory Testing. Additional testing shall include the operation of the Automatic Transfer Switch in on-line and off-line conditions.
- C. Furnish data sheet for generator field startup and testing, including all applicable load measurements, performance checking, calibrations, etc. and final settings for unit's acceptable operation.
- D. Furnish data sheet for Automatic Transfer Switch field startup and testing including all applicable load measurements, performance checks, calibration, etc. and final settings for unit's acceptable operation.
- E. Furnish in triplicate copies of the Emergency Generator and the Automatic Transfer Switch field startup and testing data sheets.
- F. Perform cold start at 100% load using a load bank. Test shall be scheduled at minimum one week in advance and witnessed by *Killian*
Director of Water and Sewer and Operations Superintendent

3.09 STORAGE, HANDLING AND PROTECTION

- A. Emergency generator sets shall be F.O.B. DESTINATION designated per the issued purchase order. Shipping damages found will be reported to the supplier. Supplier and/or manufacturer shall bear full responsibility to recover and resolve any and all damages without cost to the OWNER.
- B. All shipping documents, packing lists, invoice(s), etc. for all related packages shall reference the OWNER'S purchase order number.
- C. Emergency generator set, including the automatic transfer switch shall be protected from damage and weatherproofed for exposure to rain, dust, and etc. environments during shipping.

3.10 (Not Used)

3.11 TRAINING

- A. Furnish services of authorized manufacture's technical representative(s) to instruct OWNER'S personnel in the operation and maintenance.
- B. Training shall be scheduled at least two weeks in advance.

PART I - GENERAL

1.01 SUMMARY

Automatic Transfer Switch shall be 3 phase, 480 volt, and capable of transferring the full rating of the service supplied. The transfer switch shall automatically sense the loss of voltage, initiate a generator start and supply power to the entire station.

1.02 RELATED REQUIREMENTS

A. Work as called for on PLANS, or in this or other Specification Sections.

1.03 (NOT USED)

1.04 DEFINITIONS

A. ATS – Automatic Transfer Switch

1.05 (NOT USED)

1.06 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300.

B. Operations and Maintenance (O&M) Manuals shall be made in accordance with the requirements of Section 01730.

1.07 (NOT USED)

1.08 DELIVERY STORAGE AND HANDLING

A. As specified in Section 16010.

1.09 – 1.11 (NOT USED)

PART II - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. ATS manufacturer:

1. ATS shall be as manufactured by Automatic Switch Company- ASCO, Model 300 Series meeting these specifications and all the additional options required herein or equal as manufactured by generator manufacturer. The ATS meeting these specifications is to be supplied by the generator manufacturer.

2.02 MATERIALS/CONSTRUCTION

A. Transfer switch requirements and unit description:

1. Transfer switch mechanism shall be of the electrically operated, double throw mechanically held type, actuated by a single solenoid operator momentarily energized to assure quiet operation.
2. Transfer switch is to be inherently interlocked, mechanically in either normal or emergency position with no "OFF" position possible. Gravity or spring operated switches will not be acceptable.
3. All main contacts shall be provided with silver alloy material for high conductivity under all conditions of service. Main contacts which require auxiliary arcing contacts will not be acceptable. Arc quenchers shall be of the de-ionizing principle which remove the heat generated by the arc from vicinity of the contacts. The main contacts shall be of the high pressure quick-make and quick-break butt type. The transfer switch shall be suitable for all classes of loads.
4. Power failure relays shall be provided to sense when the voltage of any phase drops below 70% of normal and cause transfer of the load to the emergency source and to sense when all normal source phase voltages are 90% of rated voltage and retransfer to normal source at the point.
5. Failure of any control relay coil shall initiate transfer to the backup source.
6. The operating transfer time of the contacts in either direction (energy or normal power mode) shall not exceed one-sixth ($1/6$) of a second.
7. The automatic transfer switch shall be furnished complete with the control panel. Both the ATS and the control panel to be mounted in one NEMA 1A enclosure if mounted indoors or NEMA 3R if mounted outdoors.
8. The control panel shall be supplied with a protective cover and mounted separately from the transfer switch for ease of maintenance. The interconnecting wiring harness shall include a disconnecting wiring harness with a disconnect plug to disconnect all wires including both sources of control power for routine maintenance. Sensing and control logic shall be solid state and mounted on plug in printed circuit boards. Printed circuit boards shall be keyed to prevent incorrect installation. Interfacing relays shall be industrial control grade plug-in type with dust covers.
9. Inspection of all contacts (movable and stationary) shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual operating handle shall be provided for maintenance purposes. The handle shall permit the operator to stop the contacts at any point throughout the

480 V AUTOMATIC TRANSFER SWITCH
Section 16524

entire travel to properly inspect and service the contacts when required.

10. The ATS shall conform to the requirement of NEMA standard ICS 2-447 and U.L. 1008 and shall be U.L. listed for:

- a. Use in emergency and standby systems in accordance with articles 517, 700, 701 and 702 of the National Electrical Code (NEC).
- b. Rated in amperes for total system transfer including inductive loads, resistive loads, control loads, and electrical discharge and tungsten-filament loads.

11. The ATS shall be rated to withstand the RMS symmetrical short circuit current of 42,000 amperes (minimum) at 480 volts.

12. Transfer from normal power to backup power shall not take place until backup power is available at the proper operating voltage and frequency levels (i.e., 90% of rated voltage and 60 hertz).

13. ATS contacts rating and number of poles shall be as shown on the PLANS.

B. Transfer switch control panel requirements:

1. Voltage and frequency session:

- a. Normal power source closed differential voltage session on all phases of normal power source. Pickup voltage to be field adjustable from 90% of 100% nominal, and the dropout to be adjustable from 70% to 90% of the pickup value. Unit to be shipped with the following initial factory settings:

- 1) Voltage pickup @ 90%
- 2) Voltage dropout @ 85%

2. Transfer time delays:

- a. Time delay to override momentary normal power source outages to delay transfer switch. Field adjustable from 1 to 3 seconds. Unit to be shipped with the following initial factory settings:
 - 1) Time delay to initiate loss of normal power alarm set at 3 seconds.
 - 2) Time delay to retransfer to normal power source: Time delay to be provided for retransfer from backup to normal power source if restored and within present acceptable operating parameters. This time delay is to be automatically bypassed in the event the backup source fails and normal power source is available. Retransfer time delay to be field adjustable from 0 to

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Section 16524

30 minutes. Unit to be shipped with the following initial factory setting:

- I. Transfer to normal power source time delay set at 15 minutes.
3. Manual transfer switch controls:
 - a. Normal power source simulation test switch:
 - 1) A test push-button switch to momentarily simulate normal power source failure. Switch to be installed and connected on the front of the enclosure.
 4. Indicating lights:
 - a. System connected to normal power source light:
 - 1) Green signal light to indicate automatic transfer switch is connected to normal power source. Indicator light is to be mounted on the face of the enclosure and visible without opening any covers or doors.
 - b. System connected to backup power source light:
 - 1) Red signal light to indicate automatic transfer switch is connected to backup power source. Indicator light is to be mounted on the face of the enclosure and visible without opening any covers or doors.
 5. Additional spare auxiliary contacts:
 - a. Furnish unit with the following additional spare contacts over the number of contacts required to meet the requirements of this specification and the number of contacts required by the automatic transfer switch control schematics:
 - 1) Two auxiliary normally open dry contacts. Contacts are to change state to closed-position when the automatic transfer switch is connected to backup power source. Contacts to be rated 10 amps at 120VAC. Each contact is to clearly be marked as spare.
 - 2) Two auxiliary normally open dry contacts. Contacts are to change state to closed-position when the automatic transfer switch is connected to normal power source. Contacts to be rated 10 amps at 120VAC. Each contact is to clearly be marked as spare.
 6. Automatic exerciser (option 11CD)
 - a. Unit to simulate a normal source failure. The ATS shall transfer the load to the backup source.

480 V AUTOMATIC TRANSFER SWITCH
Section 16524

- 1) Unit shall have selectable day and time to operate. The unit shall also be configurable on length of run time.
7. ATS shall have an in-phase monitor to allow transfer and re-transfer of motor loads so that inrush currents do not exceed normal starting currents and cause nuisance breaker trips.

Superseded General Decision Number: TX20210023

State: Texas

Construction Types: Heavy (Sewer/Water Treating Plant and Sewer/Incid. to Hwy.)

Counties: Bell, Bosque, Coryell, Falls, Freestone, Hamilton, Hill, Lampasas, Leon, Limestone, McLennan, Milam, Mills, Navarro, Robertson and Williamson Counties in Texas.

WATER & SEWAGE TREATMENT PLANTS AND LIFT PUMP STATIONS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX1990-003 02/09/1990

	Rates	Fringes
CARPENTER.....	\$ 9.00 **	
CEMENT MASON/CONCRETE FINISHER...	\$ 8.00 **	
ELECTRICIAN.....	\$ 13.45 **	.80+8 1/2%
Form Builder.....	\$ 7.25 **	
Form Setter.....	\$ 7.25 **	
LABORER.....	\$ 7.25 **	
Pipelayer.....	\$ 7.50 **	
Power equipment operators:		
Bulldozers.....	\$ 7.25 **	
Cranes, Clamshells,		
Backhoes, Derricks,		
Dragline, Shovels.....	\$ 7.25 **	
Front End Loaders.....	\$ 10.00 **	
Scrapers.....	\$ 7.25 **	
Steel Setter.....	\$ 9.50 **	
Steel Worker.....	\$ 7.25 **	
Truck drivers:		
Tandem Axles.....	\$ 7.25 **	
Transit Mix.....	\$ 7.25 **	
Utility Laborer.....	\$ 7.25 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

COMPANY	BID
T. Morales Company Electric & Controls	\$480,535
TTG Electric	\$496,000
McDonald Municipal & Industrial	\$598,469
Pathfinder IE	\$644,434
R K Bass Electric III, LP	\$1,080,630

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and T. Morales Company Electric & Controls, Ltd. (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this ____ day of _____, 2022.

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: Provide and install a new 900kW diesel standby generator with a Nema 3R, 1,600-amp automatic transfer switch at Pump Station No. 6 and a new 150kW diesel standby generator with a NEMA 3R, 250-amp automatic transfer switch at Pump Station No. 7. All necessary concrete pads, duct banks, feeder conductors, wiring, and other appurtenances necessary to interface new equipment with existing equipment is required (the “Project”).

Term of Agreement. This Agreement shall commence on the ____ day of _____, 2022, and terminate 480 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

____ at the rate of \$_____ per hour; or

X for the lump sum payment not to exceed \$480,535.

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

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

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

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

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

General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

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

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

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

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.

Acknowledgement – “Boycott Israel”

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.

Acknowledgement – “Boycott Energy Companies”

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.

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

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.

SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 2022, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle, City Manager
City of Killeen

Printed: _____
Title: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

T. Morales Company Electric & Controls, Ltd.
Florence, TX United States

Certificate Number:
2022-875885

Date Filed:
04/20/2022

Date Acknowledged:

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

City of Killeen, TX

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.

22-20
Electrical and controls installation and services.

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

5 Check only if there is NO Interested Party.



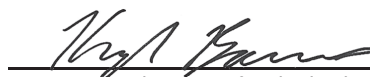
6 UNSWORN DECLARATION

My name is Kyle R. Barnes, and my date of birth is November 6, 1967.

My address is 601 S. Patterson Ave., Florence, Texas, 76527, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 20th day of April, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



AWARD OF BID NO. 22-20, GENERATOR
PROJECT TO T. MORALES COMPANY ELECTRIC &
CONTROLS, LTD.

Background and Findings

2

- ❑ Senate Bill 3 (SB 3) of the 87th Texas Legislature requires all water providers to develop and implement an Emergency Preparedness Plan (EPP).
- ❑ A key factor of the EPP is the ability to provide water to all customers for at least 24-hours in the event of a power outage.
- ❑ The City's EPP includes installation of backup generator systems at Pump Stations 6 and 7 to meet this requirement.
- ❑ Bid No. 22-20, Generator Project was advertised on Sunday, April 3, 2022, and Sunday, April 10, 2022.

Background and Findings

3

- On April 21, 2022, bids were received from the following vendors:
 - ▣ T. Morales Company
 - ▣ TTG Electric
 - ▣ McDonald Municipal & Industrial
 - ▣ Pathfinder IE
 - ▣ R K Bass Electric
- T. Morales Company Electric & Controls, Ltd. is the selected vendor for Bid 22-20, Generator Project due to price and performance.

Alternatives

4

- ❑ Do not award Bid 22-20, Generator Project; this will result in the City not meeting the SB 3 requirement of beginning EPP implementation by July 1, 2022.
- ❑ Authorize the award of Bid No. 22-20, Generator Project to another Bidder.
- ❑ Authorize the award of Bid No. 22-20, Generator Project to the lowest responsible bidder, T. Morales Company Electric & Controls, Ltd.

Recommendation

5

- Authorize the award of Bid No. 22-20, Generator Project to T. Morales Company Electric & Controls, Ltd., authorize the City Manager, or designee, to execute a letter of agreement with T. Morales Company Electric & Controls, Ltd. in the amount of \$480,535, and furthermore, authorize the City Manager, or designee, to execute all change orders within the amounts set by State and Local law.



City of Killeen

Staff Report

File Number: RS-22-066

Consider a memorandum/resolution authorizing the procurement of computer hardware from GTS Technology Solutions in an amount not to exceed \$299,807.93.

DATE: May 17, 2022

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Procurement of Computer Hardware

BACKGROUND AND FINDINGS:

Many departments' computers have exceeded their useful life (average 8 years) and have become inefficient in performing normal functions. These resources will wear, age, and become obsolete, causing performance degradation and an excessive need for support and repair. This results in a loss of reliability and productivity for staff and an increase in labor and equipment costs to maintain the environment at an acceptable level. While technology changes rapidly, these older computers eventually stop working and staff will not be able to locate compatible hardware needed for repairs.

Employees rely heavily on computers for their daily functions and slow computers hinder their efficiency. Moreover, new software requirements will not be compatible with the aged computers. To manage these issues, staff has implemented a cost-effective five-year replacement plan to upgrade the aged equipment.

THE ALTERNATIVES CONSIDERED:

1. Discontinue repairs and maintenance to existing computer hardware.
2. Authorize the purchase of computer hardware from GTS Technology Solutions using the Texas Department of Information Resources (DIR) contract TSO 3763R not to exceed \$299,807.93.

Which alternative is recommended? Why?

Authorize the purchase of computer hardware from GTS Technology Solutions using the Texas DIR contract TSO 3763R not to exceed \$299,807.93.

CONFORMITY TO CITY POLICY:

The Information Technology Department is seeking approval to purchase computer hardware from

GTS Technology Solutions through the Texas DIR purchasing cooperative contract. 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 expenditure in the current fiscal year? For future years?

Computer hardware and software purchases are projected to be \$299,807.93. Future year projections will vary and are anticipated to exceed \$50,000.

Is this a one-time or recurring expenditure?

This is a recurring expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Information Technology Internal Service Fund account 627-2705-419.46-40.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that City Council approve the procurement of computer hardware from GTS Technology Solutions using the Texas DIR contract not to exceed \$299,807.93 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties



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

Quote

Quote #: QT0084469
Date: 5/10/2022
Delivery Date:
Expire Date: 5/30/2022
Customer ID: TXKLLN13004
Sales Contact: Peggy Moses

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

NOTE:

* SPECIAL PRICING APPROVED FOR THIS ORDER

OptiPlex 5090 SFF XCTO
10th Generation Intel Core i5-10600 (6-Core, 12MB Cache, 3.3GHz to 4.8GHz, 65W)
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish
No Microsoft Office License Included – 30 day Trial Offer Only
16GB (2x8GB) DDR4 Non-ECC Memory
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive
M.2 22x30 Thermal Pad
M2X3.5 Screw for SSD/DDPE
No Additional Hard Drive
Intel Integrated Graphics
OptiPlex 5090 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze), DAO, BCC
System Power Cord (Philippine/TH/US)
DVD+/-RW Bezel
8x DVD+/-RW 9.5mm Optical Disk Drive
CMS Software not included
No Media Card Reader
No Wireless LAN Card (no WiFi enablement)
No Wireless Driver (no WiFi enablement)
Chassis Intrusion Switch - SFF
No Additional Cable
No PCIe add-in card
No Additional Add In Cards
No Additional Video Ports
Dell KB216 Wired Keyboard English
Dell Optical Mouse - MS116 (Black)
No Cable Cover
SupportAssist
Dell(TM) Digital Delivery Cirrus Client
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)
Waves Maxx Audio
Dell SupportAssist OS Recovery Tool
Dell Optimizer
Windows PKID Label
ENERGY STAR Qualified

Continued...

Page: 1 of 6



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 Suite 275
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 Phone: (512) 452-0651

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

Dell Watchdog Timer
 Quick Setup Guide 5090 SFF
 Trusted Platform Module (Discrete TPM Enabled)
 Shipping Material
 Shipping Label
 MOD,LBL,REG,SFF,JSD2,200,5090
 No Hard Drive Bracket, Dell OptiPlex
 Desktop BTO Standard shipment
 Custom Configuration
 Internal Speaker
 EPEAT 2018 Registered (Silver)
 Intel Standard Manageability
 Dell Limited Hardware Warranty Plus Service
 ProSupport: 7x24 Technical Support, 3 Years
 ProSupport: Next Business Day Onsite 3 Years
 Thank you choosing Dell ProSupport. For tech support, visit [//support.dell.com/ProSupport](https://support.dell.com/ProSupport)

2	210-AMRM: Precision 7920 Tower	DIR-TSO-3763-R	7.00	EACH	\$4,562.25	\$31,935.75
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NOTE:

Precision 7920 Tower XCTO Base
 Intel Xeon Gold 6226R 2.9GHz,(3.9GHz Turbo, 16C, 10.4GT/s 2UPI, 22MB Cache, HT (150W) DDR4-2933 1st)
 CPU clip, assemble CPU with heatsink
 Windows 10 Pro for Workstations (6 cores plus, Includes Windows 11 Pro License) English, French, Spanish
 No Microsoft Office License Included – 30 day Trial Offer Only
 Precision 7920 Tower Chassis (BC_PCl e) CL FMX
 Nvidia T1000, 4GB, 4 mDP to DP adapter (Precision xx20T, 3650T)
 32GB 4x8GB DDR4 2933MHz RDIMM ECC Memory
 Single Processor Air Heatpipe
 No Out-of-Band Systems Management
 Intel NVMe PCIe SSD (Front PCIe FlexBay)
 Cable assembly 1-2 HDD front FlexBay NVMe PCIe SSD
 Intel Integrated controller (RST-e) for 1-2 Front FlexBay NVMe Drives
 Dell M.2 carrier
 M.2 1TB PCIe NVMe Class 40 Solid State Drive
 No Hard Drive
 No Hard Drive
 No Hard Drive
 No Additional Storage
 No Hard Drive

Continued...

Page: 2 of 6



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Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

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Expire Date: 5/30/2022
Customer ID: TXKLLN13004
Sales Contact: Peggy Moses

QUOTE FOR:			SHIP TO:			
City of Killeen			City of Killeen			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Ben Horsey		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

No Hard Drive
No Hard Drive
No Hard Drive
16x Half Height DVD-/RW
Half Height Drive Cable,7920 Tower Slim filler panel (no opt.)
CMS Essentials DVD no Media
No Hard Drive
No Hard Drive
No RAID
GPT is 100% required for all order GLOBAL OPTION UPDATE 00876242
Thank You for Choosing Dell
1Gbit NIC add-in card (PCIe- Intel) US Power Cord
Placemat 7920 Tower DAO
Precision T5820/T7820/T7920 Resource DVD
Not ENERGY STAR Qualified
Dell Optimizer for Precision
Ship Material
SHIP,PWS,LNK,NO,NO,AMF
Trusted Platform Module (Discrete TPM Enabled)
7920 Tower Regulatory Label (DAO)
Performance Optimized
BIOS match checked back to factory
BIOS binary check enabled and verified
SupportAssist
Dell(TM) Digital Delivery Cirrus Client
Enable Low Power Mode
Dell Developed Recovery Environment
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport
Dell Limited Hardware Warranty Plus Service
ProSupport: Next Business Day Onsite 3 Years
ProSupport: 7x24 Technical Support, 3 Years

3	210-AYNN: Dell Latitude 5520 XCTO Base	DIR-TSO-3763-R	20.00	EACH	\$2,045.00	\$40,900.00
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NOTE:

Dell Latitude 5520 XCTO Base
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)
Windows 10 Pro English, French, Spanish
No Microsoft Office License Included – 30 day Trial Offer Only
Assembly base

Continued...

Page: 3 of 6



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Austin, TX, 78758
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City of Killeen			City of Killeen			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Ben Horsey		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

I7-1185G7 Vpro, Intel Iris Xe Graphics Capable, Thunderbolt
vPro Manageability
32GB, 2x16GB, DDR4 Non-ECC
M.2 512GB PCIe NVMe Class 35 Solid State Drive
LCD back cover for Latitude 5520 WLAN Only
FHD IR Camera Bezel with ExpressSign-In and Mic
15.6" FHD (1920x1080) Touch, Anti-Glare, 250nits
Palmrest NFC, Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt 4
Single Pointing Backlit English US Keyboard with numeric keypad
Wireless Intel AX201 WLAN Driver
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2
4 Cell 63Whr ExpressChargeTM Capable Battery
65W Type-C EPEAT Adapter
E4 Power Cord 1M for US
Quick Start Guide
Custom Configuration
SupportAssist
Dell(TM) Digital Delivery Cirrus Client
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)
Waves Maxx Audio
Dell Power Manager
Dell SupportAssist OS Recovery Tool
Dell Optimizer
Windows PKID Label
Mix Model 65W adapter + TGL CPU
11th Gen Intel Core i7 vPro label
ENERGY STAR Qualified
5520 Laptop Bottom Door Integrated Graphics
EPEAT 2018 Registered (Gold)
Dell Limited Hardware Warranty Extended Year(s)
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport
Dell Limited Hardware Warranty
ProSupport: 7x24 Technical Support, 3 Years
ProSupport: Next Business Day Onsite, 1 Year
ProSupport: Next Business Day Onsite, 2 Year Extended

4	210-AZBI: Dell Thunderbolt Dock- WD19TBS	DIR-TSO-3763-R	20.00	EACH	\$316.25	\$6,325.00
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City of Killeen			City of Killeen			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Ben Horsey		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

NOTE:

Dell Limited Hardware Warranty Advanced Exchange Service, 3 Years						
5	210-ANJK: Precision 5820 Tower XCTO Base	DIR-TSO-3763-R	1.00	EACH	\$4,943.18	\$4,943.18

NOTE:

Precision 5820 Tower XCTO Base
 Intel Xeon Processor W-2255 (10C 3.7GHz 4.7GHz Turbo HT 19.25MB 165W DDR4-2933)
 CPU Heatsink 5820 Tower
 Windows 10 Pro for Workstations (6 cores plus, Includes Windows 11 Pro License) English, French, Spanish
 No Microsoft Office License Included – 30 day Trial Offer Only
 Precision 5820 Tower 950W PCIe FlexBay Chassis CL FMX
 Nvidia RTX A2000, 6GB, 4 mDP to DP adapter (Precision 7920R, 7920T, 7820, 5820, 3930)
 128GB 2x64GB DDR4 2933 RDIM ECC Memory
 Intel vPro Technology Enabled
 Intel NVMe PCIe SSD (Front PCIe FlexBay)
 Intel Integrated controller (RST-e) with 1-2 Front FlexBay NVMe PCIe Drives
 Dell M.2 carrier
 M.2 1TB PCIe NVMe Class 40 Solid State Drive
 3.5" 8TB 7200rpm SATA AG-Enterprise Hard Drive
 No Hard Drive
 No Hard Drive
 16x Half Height DVD-/RW
 No Hard Drive
 No Hard Drive
 No RAID
 Slim ODD bezel, 100% tie with slim ODD
 8x DVD+/-RW 9.5mm Optical Disk Drive
 GPT is 100% required for all order
 GLOBAL OPTION UPDATE 00876242
 Thank You for Choosing Dell
 No Additional Network Card Selected (Integrated NIC included)
 Trusted Platform Module (Discrete TPM Enabled)
 US Power Cord
 Placemat 5820 Tower MUI DAO
 Resource DVD not Included
 Not ENERGY STAR Qualified
 Dell Optimizer for Precision

Continued...

Page: 5 of 6



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City of Killeen		City of Killeen				
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Ben Horsey		
SHIPPING TERMS				SHIP VIA		
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
	Ship Material Tower 5820,7820 SHIP,PWS,LNK,NO,NO,AMF T5820 950W Regulatory Label (DAO) Performance Optimized BIOS match checked back to factory BIOS binary check enabled and verified SupportAssist Dell(TM) Digital Delivery Cirrus Client Enable Low Power Mode Dell Developed Recovery Environment Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport Dell Limited Hardware Warranty Plus Service ProSupport: Next Business Day Onsite 3 Years ProSupport: 7x24 Technical Support, 3 Years					
6	210-BBBW: Dell 22 Monitor - P2222H, 54.6cm (21.5") NOTE:	DIR-TSO-3763-R	36.00	EACH	\$264.00	\$9,504.00
	Dell Limited Hardware Warranty Advanced Exchange Service, 3 Years					

Total Weight (EACH):		0	Sales Total:	\$299,807.93
Total Volume (EACH):		0	Freight & Misc.:	\$0.00
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>			Tax Total:	\$0.00
			Total (USD):	\$299,807.93



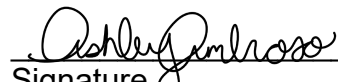
Contract Verification

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

Ashley Ambroso

Printed Name

5/3/2022

Date

GTS Technology Solutions, Inc

Company Name

Inside Sales Manager

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

GTS Technology Solutions, Inc
Austin, TX United States

Certificate Number:
2022-864648

Date Filed:
03/24/2022

Date Acknowledged:

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

City of Killeen

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

QT0082278
Technology Goods and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grant, Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

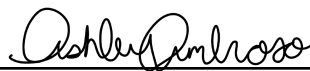
6 UNSWORN DECLARATION

My name is Ashley Ambroso, and my date of birth is 10/20/86.

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

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

Executed in Travis County, State of Texas, on the 24th day of March, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF COMPUTER HARDWARE

RS-22-066

May 17, 2022

199

Background

2

- ❑ Desktop computers are the most heavily used pieces of equipment. Upgrading them will allow employees to be more efficient in their daily duties and provide the assurance that data and information will not be lost due to aging equipment.
- ❑ The City purchased 337 desktops in 2013.
- ❑ These computers have long passed their life expectancy which makes them prone to issues and increased time for repairs. Their warranty expired in 2016 and parts may become obsolete or costly to obtain.

Background continued

3

- Staff intends to purchase the equipment from GTS Technology Solutions, Inc. through the State of Texas Department of Information Resource(DIR) DIR-TSO-3763R.
- Purchases made through a purchasing cooperative satisfies state competitive bidding requirements and City Policy.
- Estimated expenses are not to exceed \$299,807.93.

Alternatives

4

- Do not authorize the purchase of computer hardware.
- Authorize the anticipated expenses not to exceed \$299,807.93 of computer hardware equipment using the State of Texas Department of Information Resource(DIR) DIR-TSO-3763R.

Recommendation

5

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of computer equipment from GTS Technology Solutions, Inc. a valued added reseller through the State of Texas Department of Information Resource(DIR) DIR-TSO-3763R not to exceed \$299,807.93.



City of Killeen

Staff Report

File Number: RS-22-067

Consider a memorandum/resolution ratifying a Meet and Confer Agreement with the Killeen Police Employee Association FOP Lodge 32.

DATE: May 17, 2022

TO: Kent Cagle, City Manager

FROM: Traci Briggs, City Attorney

SUBJECT: Ratify a Meet and Confer Agreement with Killeen Police Employee Association FOP Lodge 32

BACKGROUND AND FINDINGS:

On March 10, 2020, the City Council recognized the Killeen Police Employee Association FOP Lodge 32 (KPEA-FOP 32) as the exclusive bargaining agent for Killeen police officers and authorized the City to meet and confer with KPEA-FOP 32 regarding wages, hours of employment and other terms and conditions of employment of police officers pursuant to Texas Local Government Code chapter 142. (Resolution 20-16) KPEA-FOP 32 and the City Manager each created a bargaining agent. The City's bargaining agent was the City Manager, the City Attorney and the Executive Director of Human Resources.

Both parties agreed that the main issue to address in the meet and confer process at this time was the promotional process. Civil service provides that promotional positions other than the position immediately below the Chief are filled strictly by a written exam. The parties agreed that a process involving an assessment center would be a more productive promotional system. An assessment center can include such activities as in-basket exercises, role playing, structured interviews or plan preparation. For a sergeant promotion, the written exam would count for 40% and the assessment center would count for 60%. For a lieutenant promotion, the written exam would count for 30% and the assessment center would count for 70%. In both cases, the candidate must make a passing score of seventy (70) points to be eligible to move on to the assessment center and to have seniority points added. For promotion to captain, there would be no written exam and only an assessment center would be conducted. The manner of calculating seniority points for all promotions would also be adjusted to be time in the rank immediately below that of the promotional position, as opposed to the current system of counting all years as a police officer. The City would be required to engage a consultant to develop an assessment center.

The parties have reduced these terms into the attached Meet and Confer Agreement. The agreement will be in effect until September 30, 2023, unless modified by both parties sooner, and the parties may agree to extend the agreement to March 1, 2024.

In order for a meet and confer agreement to be enforceable and binding, Texas Local Government Code 142 requires that the City Council and the recognized police association ratify the agreement. KPEA-FOP 32 conducted an election during the week of May 2, 2022, and the Meet and Confer Agreement was approved by a vote of 162 to 59.

THE ALTERNATIVES CONSIDERED:

The City Council may decline to ratify the Meet and Confer Agreement, or it may ratify the Meet and Confer Agreement.

Which alternative is recommended? Why?

Staff recommends that the City Council ratify the Meet and Confer Agreement. The City's bargaining agent believes the terms of the agreement will be beneficial to the Killeen Police Department.

CONFORMITY TO CITY POLICY:

This item conforms to state law and city policy.

FINANCIAL IMPACT:

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

The Meet and Confer Agreement requires engagement with a consultant to develop the assessment center as well as assist in selection of assessors. Staff is preparing a request for proposals to advertise for vendors, but the specific costs are not known at this time. The item will come forward to the City Council at a later date.

Is this a one-time or recurring expenditure?

N/A

Is this 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 expenditure?

N/A

RECOMMENDATION:

Staff recommends that the City Council ratify the Meet and Confer Agreement with the Killeen Police Employee Association FOP Lodge 32.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Notice of Ratification
Agreement



**KPEA – FOP Lodge 32
PO Box 10369
Killeen Texas 76547**



May 6, 2022

To: Mrs. Traci Briggs
City Attorney, City of Killeen

RE: Results of votes on proposed agreement.

Mrs. Briggs,

The Killeen Police Employee Association- FOP Lodge 32 has conducted the elections of the Killeen Police Department regarding the proposed agreement with the City of Killeen. The elections were conducted in accordance with section 142.064 (a)(2) of the Local Government Code.

The results of the election are as follows:

Total Number of Qualified Voters: 221
Total Votes "For" the agreement: 162 (73%)
Total Votes "Against" the agreement: 59 (27%)

I am pleased to inform you that the Board of Directors met on this date and have declared the agreement ratified.

We will continue to work with the City and make ourselves available for any meeting in which the Council may deliberate or take action on the agreement.

As a final note, we respectfully ask that the Mayor and Council be informed of our request to take a photo for subsequent press release(s) should the council ratify the agreement. We believe it is important for the community to see the collaborated effort in public safety areas.

Respectfully,

Christopher Stickles
President, KPEA-FOP 32

**Meet and Confer
Agreement**

Between the

Killeen Police Employee Association FOP Lodge 32

and the

City of Killeen, Texas

Effective May ____, 2022

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Article 6 : Alternate Promotion System

Article 7 : Miscellaneous Provisions

Signatures

Appendix A: Assessment Center

Appendix B: Seniority Point System

DEFINITIONS

AGREEMENT shall mean this Meet and Confer Agreement, negotiated between the City of Killeen and Killeen Police Employee Association FOP Lodge 32.

CITY shall mean the City of Killeen.

CIVIL SERVICE DIRECTOR shall mean the Director of the Killeen Civil Service Commission.

CLASSIFIED OFFICER or **POLICE OFFICER** shall mean a peace officer as defined by Article 2.12, Texas Code of Criminal Procedure and for purposes of this agreement means full-time personnel holding the rank of Police Officer, Sergeant, Lieutenant or Captain.

LODGE shall mean the Killeen Police Employee Association FOP Lodge 32.

PARTIES shall mean the City of Killeen and the Killeen Police Employee Association FOP Lodge 32.

QUALIFIED VOTERS shall mean an employee of the City who is a peace officer commissioned by the Killeen Police Department. This term excludes the Chief of Police and those appointed by the Chief of Police to the position immediately below the Chief of Police pursuant to section 143.014.

TEXAS LOCAL GOVERNMENT CODE or **TLGC** shall mean the Texas Local Government Code.

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Meet and Confer Agreement (the "Agreement"), entered into by and between the CITY OF KILLEEN (hereinafter referred to as the "CITY") and the KILLEEN POLICE EMPLOYEE ASSOCIATION FOP LODGE #32 (hereinafter referred to as the "LODGE", to achieve and maintain harmonious relations between the parties related to working conditions and other conditions of employment in accordance with Subchapter B of Chapter 142 Texas Local Government Code.

ARTICLE 2

TERM OF AGREEMENT AND OBLIGATIONS FOR SUBSEQUENT AGREEMENTS

SECTION 1: This Agreement shall be effective upon ratification in accordance with Local Government Code §142.064(a). This Agreement Shall remain in full force and effect until September 30, 2023, or until a new agreement is reached by the parties, whichever occurs first. Should a new agreement not be reached by September 30, 2023, the parties may agree in writing to extend this agreement until March 1, 2024.

SECTION 2: Both parties agree that should either party request a change or amendment to this agreement at any time other than as provided in Article 2, section 3, the requesting party shall provide notice to the other party in writing. This notification shall clearly describe the desired change(s) and/or additions requested. The parties further agree to work together each year to reach a new agreement.

SECTION 3: In the calendar year in which this agreement expires, the City agrees to provide the Lodge with no less than three (3) dates on which the City is prepared to meet during the month of March. This notice shall include dates that are least forty-five (45) days from the date of the notice unless the Lodge agrees to a shorter time in writing. The Lodge agrees to select a primary and secondary date from the list provided by the City and to provide notice to the City on the selected dates within fourteen (14) days.

The parties agree to the following terms during the negotiations of future agreements:

1. During the initial meeting, the Parties agree to:
 - a. identify housekeeping issues and establish mutually agreed upon resolutions to those issues;
 - b. provide the other party with any known items on which the party wishes to confer during the agreement seeking process;
 - c. establish future meeting dates, times and locations;
 - d. establish a mutually agreed upon date on which no new items will be considered during the confer process; and
 - e. communicate any other items or issues either party feels are necessary.
2. Working from shared information, particularly within the economic realm, is the most efficient means of reaching an agreement. The parties agree to share data, including financials, studies, reports and research. Neither party shall be required to share information that is protected from disclosure by any privilege or by state or federal statute.
3. The parties agree to be prepared for each meeting and work together to achieve effective use of time spent in the meetings.
4. Caucuses will be kept to a minimum.
5. Side-bar conversations between members of one negotiation team and one or more persons of the other negotiating team shall not occur without at least one other member of

the negotiators party being present. The parties agree this concept will be adhered to during formal meetings of the parties as well as the time between formal meetings. This subsection does not apply to situations in which a mutually agreed upon concept has been previously established in a formal meeting and the lead negotiators are working toward language sufficient to achieve the desired outcome.

6. The City agrees to allow the lodge the use the City email system for the following purposes:
 - a. To provide an electronic copy of the agreement document to be ratified;
 - b. To provide notice of when, where and how an employee affected by the agreement may vote to either approve or reject the agreement; and
 - c. In such cases where the Lodge determines online voting is to be used, provide the link to the online system in which a vote may be cast.
7. The Lodge agrees to provide notice to the City on the timeframe in which the lodge plans to open the voting process for the agreement. The City agrees to provide the Lodge with the total number of qualified voters, along with their City-issued email address, who are employed by the City on the normal workday immediately before the date in which the voting will commence.
8. The Lodge agrees to provide the City with a written notice declaring the total number of qualified voters, the total number of votes cast for, the total number of votes cast against, and the date and time in which the Lodge officially ratified the agreement. This notice shall be delivered as soon as possible; however, it shall be provided within two (2) working days of the date in which the vote closes.

ARTICLE 3

AUTHORITY AND RECOGNITION

SECTION 1: The City and the Lodge have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the Texas Local Government Code Chapter 142 et. seq., Subchapter B.

SECTION 2: The CITY recognizes the Lodge as the sole and exclusive bargaining agent for all Killeen Police Officers as that term is defined in Chapter 142, Local Government Code, with the exception of the Chief of Police and the Assistant Chiefs of Police. The term *Police Officer* includes only permanent paid employees of the Killeen Police Department who have been hired in substantial compliance with provisions of the Local Government Code, Chapter 143, but does not include the Chief of Police, the Assistant Chiefs of Police, jailers, communications specialists, other civilians or any other City of Killeen employees.

ARTICLE 4

PREVAILING RIGHTS

No employee shall be unfavorably affected by the signing of this agreement as to wages, hours, or other conditions of employment that he or she now enjoys, except as otherwise covered in this Agreement.

ARTICLE 5

PREEMPTION

The parties agree that all applicable state laws, including without limitation Chapters 141, 142 and 143, Local Government Code, and Chapters 614 and 617, Government Code, the Rules and Regulations of the Civil Service Commission of the City of Killeen, and City ordinances, shall still be in full force and effect unless they conflict with provisions of this Agreement, in which case the terms of this Agreement shall prevail. This preemption provision is authorized by Section 142.067 of the Texas Local Government Code, and the Parties have agreed expressly that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement which has been reached.

ARTICLE 6

Alternate Promotional System

SECTION 1: General provisions: The parties agree to an alternate promotional system for the Killeen Police Department. The parties further agree that any promotional eligibility list which is not expired or exhausted will remain in effect until it is either exhausted or it expires under the provisions of the Local Government Code. Nothing in this agreement shall be construed as a waiver of the provisions in Chapter 143 unless expressly stated within this agreement.

SECTION 2: Promotion to Sergeant: Each promotional examination for the position of Sergeant is open to each Police Officer who has been a full-time, licensed police officer in the Killeen Police Department, excluding any probationary period, for at least two (2) years immediately before the examination date. The development of the promotion eligibility list shall consist of the following:

1. Written examination. The written test shall consist of up to one hundred (100) multiple choice questions. The candidate must pass the written test with a score of seventy (70) points. The written test score shall count towards forty (40) percent of the total score. The written test score shall not be made known to the assessors in the assessment center.
2. Assessment Center. The assessment Center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement. The Assessment counts for sixty (60) percent of the total score.
3. Seniority Points: After the written examination, the candidate will receive any seniority points earned. Seniority Points shall be awarded in accordance with Appendix B, which is attached to and made a part of this agreement.

SECTION 3: Promotion to Lieutenant: Each promotional examination for the position of Lieutenant is open to each Sergeant who has served as a Sergeant in the Killeen Police Department for at least two (2) years immediately before the date of the promotional examination. The development of the promotion eligibility list shall consist of the following:

1. Written examination. The written exam shall consist of up to one hundred (100) multiple choice questions. The candidate must pass the written exam with a score of seventy (70) points. The written exam score shall count towards thirty (30) percent of the total score. The written test score shall not be made known to the assessors in the assessment center.
2. Assessment Center. The assessment Center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement. The Assessment counts for seventy (70) percent of the total score.
3. Seniority Points. After the written examination, the candidate will receive any seniority points earned. Seniority Points shall be awarded in accordance with Appendix B, which is attached to and made a part of this agreement.

SECTION 4: Promotion to Captain (Commander): Each promotional examination for the position of Captain is open to each Lieutenant who has served as a Lieutenant in the Killeen Police Department for at least two (2) years prior to the date of the promotional examination. The development of the promotion eligibility list shall consist of the following:

1. Assessment Center. The assessment center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement.
2. The Chief of Police will determine the contents of the assessment center; however, at a minimum, the assessment center shall include the portions found in Appendix A, Section 5b, 5c and 5f.
3. Seniority Points. Seniority points will be added to the score each candidate receives on the assessment center. Seniority Points shall be awarded in accordance with Appendix B, which is attached to and made a part of this agreement. The assessment center score and written and presentation exercise score shall then be added for a final score.

Section 5: Tie-Breaking procedures: In an event there is a tie with two or more candidates for the same ranking on a promotional list, the following shall prevail in determining whose name shall appear on any promotional list first:

1. Highest Raw Test Score – If a tie exists, the candidates shall be ranked in the order according to which candidate had the highest examination raw score prior to the addition of seniority/time in grade points and after the Commission’s determination of appeals, if any.
2. Time in Rank – If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most recent continuous seniority in the position immediately below the position for which the examination was given.
3. Seniority in the Department - If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most seniority with the Department in a classified position, whether interrupted or uninterrupted.
4. Total Years of Experience as a Texas Certified Police Officer- If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most years of experience as an active, full-time, paid peace officer for a position in a Texas Police Department.
5. Total Years Experience as a Certified Police Officer – If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most years of experience as an active, full-time, paid peace officer for a position in a federal or out-of-state law enforcement agency.
6. Total City Service – If a tie still exists, the candidates shall be ranked in order according to which candidate has the most total service time with the City, including time in a non-classified position.
7. Earliest Date of Initial Application – If a tie still exists, the candidates shall be ranked in order according to the earliest stamped date and time of initial application for the promotion.

8. By Lot – If a tie still exists, the candidates shall be ranked by lot as determined by the Civil Service Director.

Section 6: Promotion to Assistant Chief: The positions of Assistant Chief shall be filled in accordance with current law and Civil Service Rules. This agreement shall make no changes to the manner in which this position is filled.

Section 7: Procedures for Making Appointments: The provisions contained in Chapter 143.036, LGC, shall remain in full force and effect unless any such provision conflicts with this agreement. In any such case, this agreement shall prevail.

ARTICLE 7

MISCELLANEOUS PROVISIONS

SECTION 1: Savings Clause.

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of this initial meeting, then the matter shall be postponed until subsequent Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This agreement may be amended by written mutual agreement.

Effective this _____ day of May, 2022.

KILLEEN POLICE EMPLOYEE ASSN FOP LODGE 32:

BY: _____
CHRISTOPHER STICKLES, ITS PRESIDENT

CITY OF KILLEEN, TEXAS

BY: _____
DEBBIE NASH-KING, ITS MAYOR

APPENDIX A

Assessment Center

1. The Human Resources Department, in coordination with the Department, will hire a consultant to develop an assessment center process in advance of the need to create an eligibility list for a promotional rank using an assessment center process. If an assessment center has not been developed or an existing assessment center needs to be revised to include new or different scenarios or situations and exercises, then following the posting of a vacancy announcement for the written examination, the assessment center development or revision process should be initiated.

Due to the complexities and time involved in choosing a qualified vendor to participate in the development of an assessment center based on the essential job functions of the rank or the revision of an existing assessment center, a significant amount of time may pass between creating an eligibility list based on a written exam and conducting the assessment center.

The portions of the assessment center that require verbal communication from the Officer, such as Structured Interviews, Role-Playing, Oral Presentation, etc., will be video recorded. An individual candidate may review, but may not copy, their recorded video responses on a single occasion after executing a confidentiality non-disclosure form. The Lodge shall be entitled which shall include the materials associated with rater training and performance, and any candidate orientation materials. After such meeting, if the Lodge raises a concern about failure to comply with the provisions of this Agreement, they may request access to the video recorded assessments, which shall be considered by the Chief. If denied by the Chief, an arbitrator appointed in connection with a contract grievance shall be authorized to require production of the relevant materials. This paragraph shall not prevent access by the Lodge to any materials that are public records under state law.

2. The assessment center will be developed based on the professional guidelines for assessment centers advocated by the American Psychological Association. The Department will follow City purchasing requirements to select one or more consultants to design and develop an assessment center for the ranks of Sergeant, Lieutenant, and Captain/Commander. The consultant shall make all final decisions concerning the design and implementation of the assessment center. Revision of an existing assessment center to avoid “familiarization” of assessment center content may be done by the same or different consultant. If necessary, an assessment center will be revised by a consultant if the revision involves removing unnecessary exercises or adjusting rating scales.
4. The Consulting Company shall also select the assessors who shall meet each of the following criteria:
 - a. Equivalent rank to the promotion, or above.
 - b. Shall not reside within 100 miles of the city of Killeen.
 - c. Shall be at an agency that serves a city of 75,000 population or more.

- d. Shall not be related to any candidate for promotion.
 - e. Shall not personally know any candidate for promotion.
 - f. Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank.
 - g. Shall not be a current or former employee of the City, Department, or any other entity legally related to or controlled by the City of Killeen.
5. The consultant will utilize, as appropriate, the following types of exercises typically found in assessment centers:
- a. In-Basket
 - b. Problem Solving/Analysis
 - c. Written and Oral Resumes/Structured Interviews
 - d. Role-Playing
 - e. Memo/Report Writing
 - f. Oral Presentation/Plan Preparation
 - g. Staff Meeting
 - h. Special Event/Operations.

The consultant may utilize other types of assessment exercises or methods for use with assessing the rank of Captain/Commander if there is documented research on the validity of the exercise or method.

6. The consultant will have responsibility or oversight of the following administrative functions:
- a. Collect data on the essential job duties of the tested rank for test and exercise development.
 - b. Conduct transportability study for use of standard assessment exercise or methods for use with the tested rank.
 - c. Provide any documentation or research supporting the validity of the exercises or methods used.
 - d. Provide an Administrator's manual if the assessment center is administered by the Human Resources Department. This should not be construed as granting authority for Human Resources to write, control or grade the test.
 - e. Provide guidance on the selection of assessors.
 - f. Conduct or provide a training manual for training assessors to objectively evaluate candidate performance or behavior and rate candidates on the appropriate rating scales.
 - g. Provide rating scales and criteria for evaluating candidates on the appropriate assessment dimensions and a methodology to combine assessment center scores to place candidates on a rating scale with 100 points.
 - h. Conduct or provide materials and information for an orientation to the assessment center process for candidates.
 - i. Provide guidance or conduct any other administrative function deemed necessary to insure the fairness or efficiency of the assessment process.

7. The number of Officers on the written examination eligibility list who will move to the second step of the promotion process (assessment center) will be based on only those Officers who pass the written examination with a raw score of seventy percent (70) or higher, without the addition of seniority points or time in grade points..
8. The assessment center will have a total point value of 100 points. Scoring in assessment centers relies on human observation and judgment. Assessors will receive training on the assessment center process. Assessors will also be provided with rating standards for use in the scoring process. While matters relating to the written examination can be appealed under TLGC 143.034, due to the subjective nature of assessment center scores, assessment center contents and results are not appealable to the Civil Service Commission, a hearing examiner, or District Court.
9. During the term of this Agreement either party may in writing request to meet and confer about amending the assessment process, and any other promotional issues. If the parties reach an agreement on amending this Appendix, the agreement is effective only if the members of the bargaining unit ratify and the City Council approves the agreement.

END OF APPENDIX "A"

APPENDIX “B”

SENIORITY POINT SYSTEM

Section 1: Promotion to Sergeant. An officer who passes the written examination shall have one (1) seniority point for each year of service (following the probationary period) as an officer with the Killeen Police Department. The maximum number of seniority points shall not exceed ten (10) points.

Section 2: Promotion to Lieutenant. A Sergeant who passes the written examination shall be entitled to one (1) seniority point for each year of service as a Sergeant within the Killeen Police Department. The maximum number of seniority points added shall not exceed ten (10) points.

Section 3: Promotion to Captain (Commander) A Lieutenant shall be entitled to one (1) seniority point for each year of service as a Lieutenant with the Killeen Police Department. Seniority points shall be added to the score received on the assessment center. The maximum number of seniority points shall not exceed ten (10) points.

END OF APPENDIX “B”



RATIFY MEET AND CONFER AGREEMENT

RS-22-067

May 17, 2022

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Background

2

- On March 10, 2020, pursuant to Texas Local Government Code Chapter 142, the City Council:
 - Recognized the Killeen Police Employee Association FOP Lodge 32 as the exclusive bargaining agent for Killeen police officers, and
 - Authorized the City to meet and confer with KPEA-FOP 32 regarding wages, hours of employment and other terms and conditions of employment.
 - The City's bargaining agent was the City Manager, the City Attorney and the Executive Director of Human Resources.

Promotional System

3

- With civil service, all promotional positions (except Assistant Chief) are filled by a written exam.
- Both parties agreed the promotional process was the main issue to address with meet and confer.

Assessment Centers

4

- ❑ Situational testing to assess a candidate's suitability for promotion.
 - ▣ In-basket exercise
 - ▣ Structured interviews
 - ▣ Memo/report writing
 - ▣ Plan preparation
- ❑ Candidates are assessed by assessors employed by police agencies other than KPD.

Meet and Confer Promotional Process

5

- Sergeant
 - ▣ 40% written exam
 - ▣ 60% assessment center
- Lieutenant
 - ▣ 30% written exam
 - ▣ 70% assessment center
- Captain
 - ▣ Assessment center only
- The City is required to engage a consultant to develop the assessment center process.

Meet and Confer Promotional Process

6

□ Seniority Points

- Sergeant and lieutenant candidates must make a score of 70 points on the written exam to receive seniority points.
- For all promotional candidates, seniority points will be calculated using time in the rank immediately below, as opposed to the current system of counting all years as a police officer.

Ratification

7

- In order for the Meet and Confer Agreement to be binding and enforceable:
 - ▣ The City Council must ratify the agreement by majority vote.
 - ▣ The recognized police association must ratify
 - KPEA-FOP 32 conducted an election the week of May 2, 2022. The agreement passed 162-59.

Recommendation

8

- Staff recommends that the City Council ratify the Meet and Confer Agreement with the Killeen Police Employee Association FOP Lodge 32.



City of Killeen

Staff Report

File Number: PH-22-037

HOLD a public hearing and consider an ordinance requested by Donald Ray Myers on behalf of James Myers (Case #Z22-19) to rezone approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 2, Lot 2, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is addressed as 903 W. Rancier Avenue, Killeen, Texas.

DATE: May 17, 2022.

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: ZONING CASE #Z22-19: "B-5" (BUSINESS DISTRICT) TO B-C-1 (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT).

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: James Myers

Agent: Donald Ray Myers

Current Zoning: "B-5" (Business District)

Requested Zoning: "B-C-1" (General Business and Alcohol Sales District)

Future Land Use Designation: 'General Commercial' (GC)

Summary of Request:

Donald Ray Myers, on behalf of James Myers, has submitted a request to rezone approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 2, Lot 2, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). If approved, the applicant intends to continue using the property as a daquiri shop.

The requested "B-C-1" (General Business and Alcohol Sales District) zoning district allows for on-premise consumption of alcohol without a Food and Beverage Certificate and requires that businesses follow the rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended.

Zoning/Plat Case History:

The parcel is currently zoned "B-5" (Business District). Staff is unable to determine the date of the zoning. The property was platted as Lot 2A, Block 2, Ernest Bridges Replat #3 on August 15, 2006.

Character of the Area:

	Current Land Use	Zoning District	Future Land Use
North	Vacant Duplex	B-5 (Business)	General Commercial (GC)
East	Commercial businesses	B-5 (Business)	General Commercial (GC)
South	Commercial businesses	B-5 (Business)	General Commercial (GC)
West	Commercial businesses	B-5 (Business)	General Commercial (GC)

Future Land Use Map Analysis:

The subject property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

The request to rezone the property from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District) is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

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 available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from W. Rancier Ave., which is classified as a 120' wide Principal Arterial; and Rocky Lane, which is classified as a 60' wide Local Street on the City of Killeen Thoroughfare Plan.

In accordance with the 1984 Thoroughfare Design Manual, access to corner lots shall be to the lesser street and located at the property line most distant from the intersection. Therefore, if the property is ever redeveloped, access from W. Rancier will be prohibited.

Environmental Assessment:

The property is not within a FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

Public Notification:

Staff notified sixty-one (61) surrounding property owners regarding this request. Of those property owners notified, forty (40) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and twenty-one (21) reside outside the city limits of Killeen. As of the date of this staff report, staff has received one (1) written response in support of this request.

Staff Findings:

The 'General Commercial' (GC) character is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The property is currently zoned as "B-5" (Business District). To the north is a nonconforming vacant duplex zoned "B-5" (Business District). To the east, south, and west, there are existing commercial businesses zoned "B-5" (Business District).

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the applicant's zoning request; or
- Approve the applicant's zoning request as presented.

Which alternative is recommended? Why?

Staff recommends disapproval of the applicant's request to rezone the property from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District).

On August 10, 2021, the City Council disapproved a similar rezoning request (Case #Z21-18) to rezone property located directly across the street (810 W. Rancier, Suite 600) from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). Based on City Council's previous action regarding a similar request, staff recommends disapproval of the applicant's request to rezone the property to "B-C-1" (General Business and Alcohol Sales District).

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 involve the expenditure of 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:

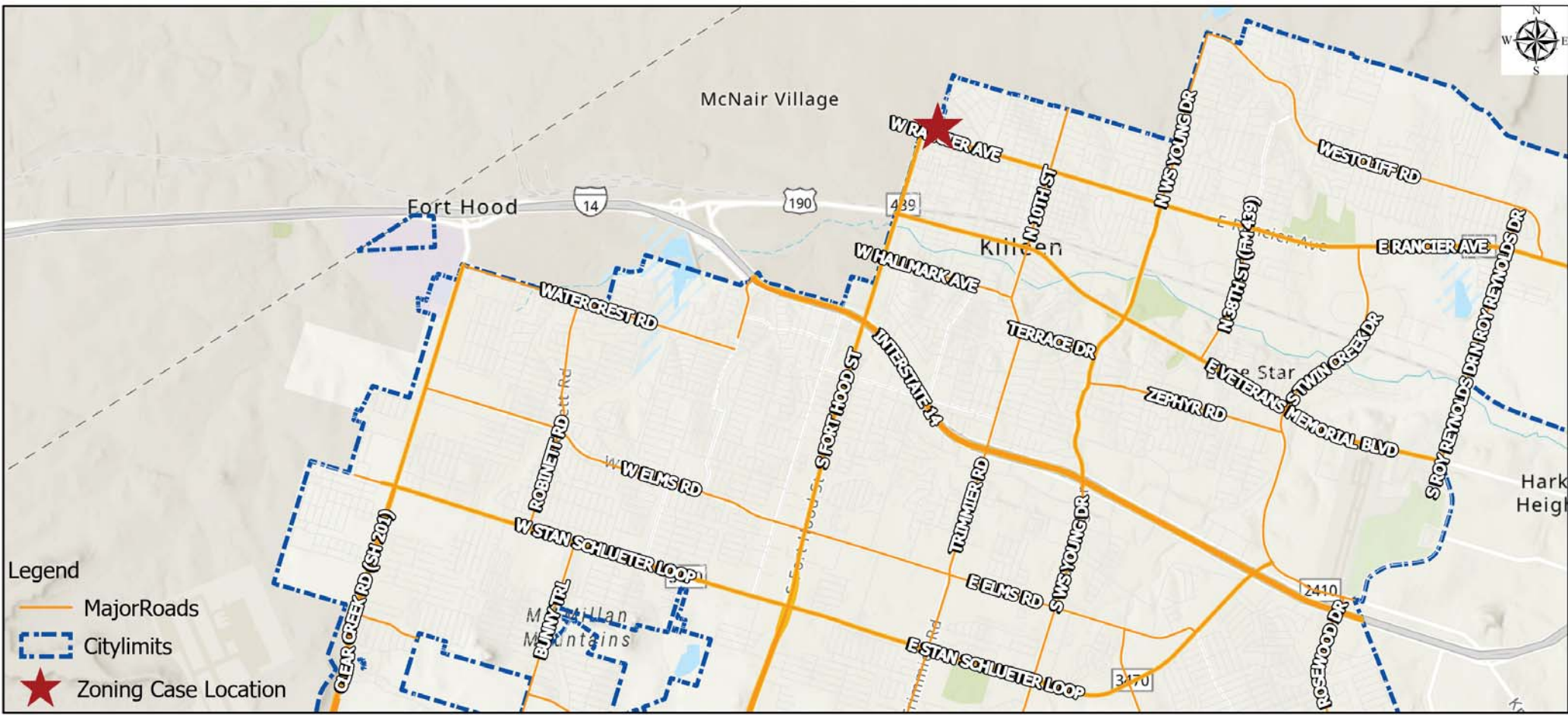
At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 1 with Commissioner Sabree abstaining from the vote without filing a conflict affidavit which resulted in being officially recorded as a negative vote pursuant to City Council's Governing Standards.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Letter of Request
TABC Application
Minutes
Ordinance
Response
Considerations



LOCATION MAP

Council District: 1

0 1 2 Miles

Zoning Case 2022-19

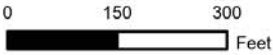
B-5 TO B-C-1

Subject Property Legal Description: ERNEST BRIDGES REPLAT # 3, BLOCK 002, LOT 002A, ACRES .443



AERIAL MAP

Council District: 1

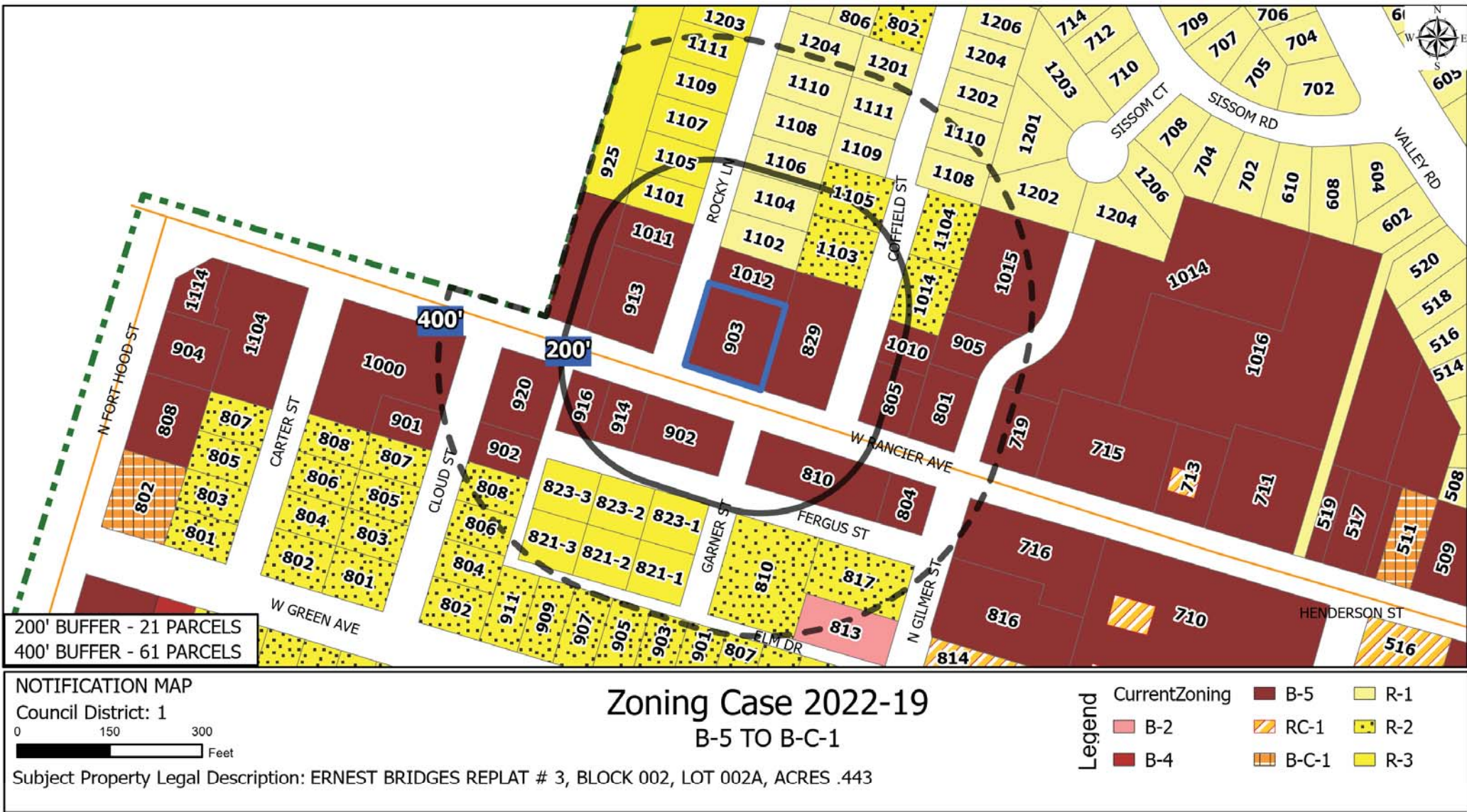


Subject Property Legal Description: ERNEST BRIDGES REPLAT # 3, BLOCK 002, LOT 002A, ACRES .443

Zoning Case 2022-19
B-5 TO B-C-1

Legend

- Citylimits
- Zoning Case 2022



SITE PHOTOS

Case #Z22-19: "B-5" to "B-C-1"



View of the subject property looking north (from W Rancier Ave):



View of the surrounding property to the south (across W Rancier Ave):



SITE PHOTOS

Case #Z22-19: "B-5" to "B-C-1"



View of the surrounding property to the west (across Rocky Ln):



View of the adjacent property to the north:



Letter of Request

- Reason for the Request: We are requesting to be rezoned from a B5 to a BCI in order to become compliant with Killeen's zoning requirements
- Proposed use of the property: This property is currently being used as a daiquiri shop & will remain as a daiquiri shop after the rezoning
- Whether or Not the proposed change will impact the surrounding properties: No impact to surrounding properties
- Is request consistent with Future Land Use Map (FLUM):
Yes

Signature: Vallette Reese
Applicant: Neighborhood Daiquiris - Owner

Date: 03/03/2022



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

ON-PREMISE PREQUALIFICATION PACKET

L-ON (9/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13
Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.
All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for:	<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Add Late Hours Only	License/Permit Number _____
<input type="checkbox"/> Reinstatement	<input type="checkbox"/> Reinstatement and Change of Trade Name	License/Permit Number _____	
<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Location and Trade Name	License/Permit Number _____	
2. Type of On-Premise License/Permit			
<input checked="" type="checkbox"/> BG	Wine and Beer Retailer's Permit	<input type="checkbox"/> LB	Mixed Beverage Late Hours Permit
<input type="checkbox"/> BE	Beer Retail Dealer's On-Premise License	<input type="checkbox"/> MI	Minibar Permit
<input type="checkbox"/> BL	Retail Dealer's On-Premise Late Hours License	<input type="checkbox"/> CB	Caterer's Permit
<input type="checkbox"/> BP	Brewpub License	<input type="checkbox"/> FB	Food and Beverage Certificate
<input type="checkbox"/> V	Wine & Beer Retailer's Permit for Excursion Boats	<input type="checkbox"/> PE	Beverage Cartage Permit
<input type="checkbox"/> MB	Mixed Beverage Permit	<input type="checkbox"/> RM	Mixed Beverage Restaurant Permit with FB
<input type="checkbox"/> O	Private Carrier's Permit -Brewpubs (BP) with a BG only	<input type="checkbox"/> E	Local Cartage Permit - Wine/Beer retailers (BG) Only

3. Indicate Primary Business at this Location		
<input checked="" type="checkbox"/> Restaurant	<input type="checkbox"/> Sporting Arena, Civic Center, Hotel	<input type="checkbox"/> Bar
<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Sexually Oriented	<input type="checkbox"/> Miscellaneous _____

4. Trade Name of Location (Name of restaurant, bar, store, etc.)
Neighborhood Daiquiri's

5. Location Address
903 W. Rancier Ave.

City	County	State	Zip Code
Killeen	Bell	TX	76541

6. Mailing Address	City	State	Zip Code
903 W. Rancier Ave.	Killeen	TX	76541

7. Business Phone No.	Alternate Phone No.	E-mail Address
214-277-4911	254-432-9912	neighborhooddaiquiris@gmail.com

OWNER INFORMATION

8. Type of Owner		
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)
Neighborhood Daiquiri's Ltd Co

PRIMARY CONTACT

The primary contact person should be a person who can answer question and email are mandatory and must be active and updated regularly. If this contact person. Delays in responding to requests may delay the p

10. Contact Person: Valette Reese	Relat
Phone (mandatory): 214-277-4911	Email

TABC DATE

Applicant has
no intention of
establishment
opening for on
premise consumption
EVER!

MINUTES
PLANNING AND ZONING COMMISSION MEETING
April 18, 2022

CASE #Z22-19
“B-5” to “B-C-1”

HOLD a public hearing and consider a request submitted by Donald Ray Myers on behalf of James Myers (**Case #Z22-19**) to rezone approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 002, Lot 002, from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District). The property is addressed as 903 W. Rancier Avenue, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends disapproval of the request based on City Council’s previous action on a similar rezoning request in the area.

The agent, Valette Reese of Neighborhood Daiquiris, was present to represent the case.

Chairman Latham opened the public hearing.

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

Commissioner Alvarez made a motion to recommend approval of the request as presented. Commissioner Jones seconded, and the motion passed by a vote of 5 to 1, with Commissioner Sabree in opposition. Commissioner Sabree declined to provide a reason for her opposition.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.443 ACRES OUT OF THE ERNEST BRIDGES REPLAT 3, LOT 002, FROM “B-5” (BUSINESS DISTRICT) TO “B-C-1” (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Donald Ray Myers, on behalf of James Myers, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 002, Lot 002, from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), said request having been duly recommended for approval of “B-C-1” (General Business and Alcohol Sales District) by the Planning and Zoning Commission of the City of Killeen on the 18th day of April 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 24th day of May 2022, at the City Hall, City of Killeen;

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

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

SECTION I. That the zoning classification of approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 002, Lot 002, be changed from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), said request having been duly recommended for approval of “B-C-1” (General Business and Alcohol Sales District), for the property locally addressed as 903 W Rancier Avenue, 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 24th day of May 2022, 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:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney
Case #22-19
Ord. #22-____

CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



CASE #Z22-19: “B-5” TO “B-C-1”

PH-22-037

May 17, 2022

249

Case #Z22-19: “B-5” to “B-C-1”

- ❑ **HOLD** a public hearing and consider an ordinance requested by Donald Ray Myers on behalf of James Myers (**Case #Z22-19**) to rezone approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 002, Lot 002, from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District).
- ❑ The property is addressed as 903 W. Rancier Avenue, Killeen, Texas.



AERIAL MAP

Council District: 1



Subject Property Legal Description: ERNEST BRIDGES REPLAT # 3, BLOCK 002, LOT 002A, ACRES .443

Zoning Case 2022-19

B-5 TO B-C-1

Legend

 Citylimits

 Zoning Case 2022

Case #Z22-19: “B-5” to “B-C-1”

5

- The “B-C-1” (General Business and Alcohol Sales District) zoning district allows for the on-premise consumption of alcohol without a Food and Beverage Certificate.
- If approved, the applicant intends to continue using the property as a daquiri shop.

Case #Z22-19: “B-5” to “B-C-1”

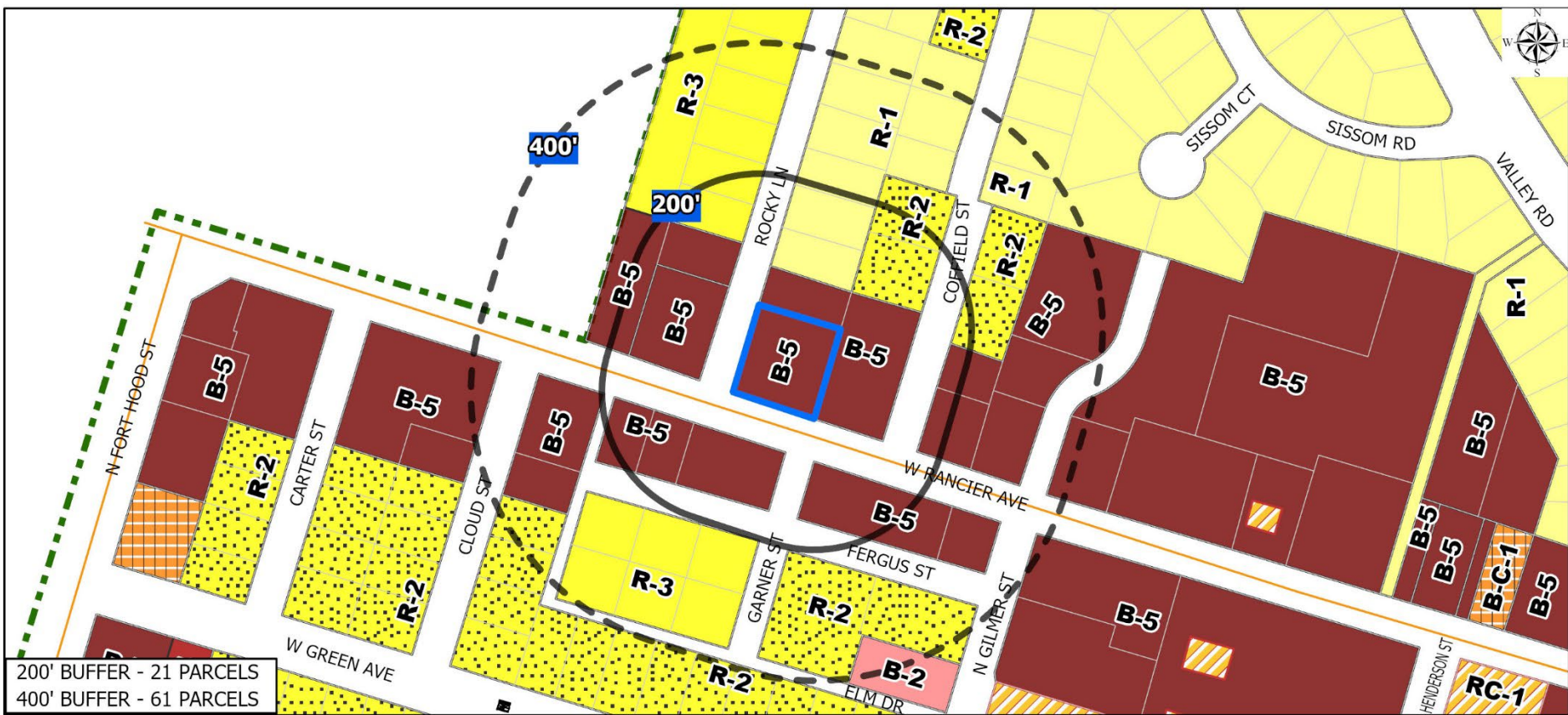
6

- The subject property is designated as ‘General Commercial’ (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

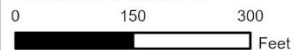
Case #Z22-19: “B-5” to “B-C-1”

7

- The property is not within a FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.



ZONING MAP
Council District: 1



Subject Property Legal Description: ERNEST BRIDGES REPLAT # 3, BLOCK 002, LOT 002A, ACRES .443

Zoning Case 2022-19

B-5 to B-C-1

Case #Z22-19: “B-5” to “B-C-1”

9

View of the subject property looking north (from W. Rancier Ave):



Case #Z22-19: “B-5” to “B-C-1”

10

View of the adjacent property to the south (across W. Rancier Ave), zoned “B-5”:



Case #Z22-19: “B-5” to “B-C-1”

11

View of the adjacent property to the west (across Rocky Ln.), zoned “B-5”:



Case #Z22-19: “B-5” to “B-C-1”

12

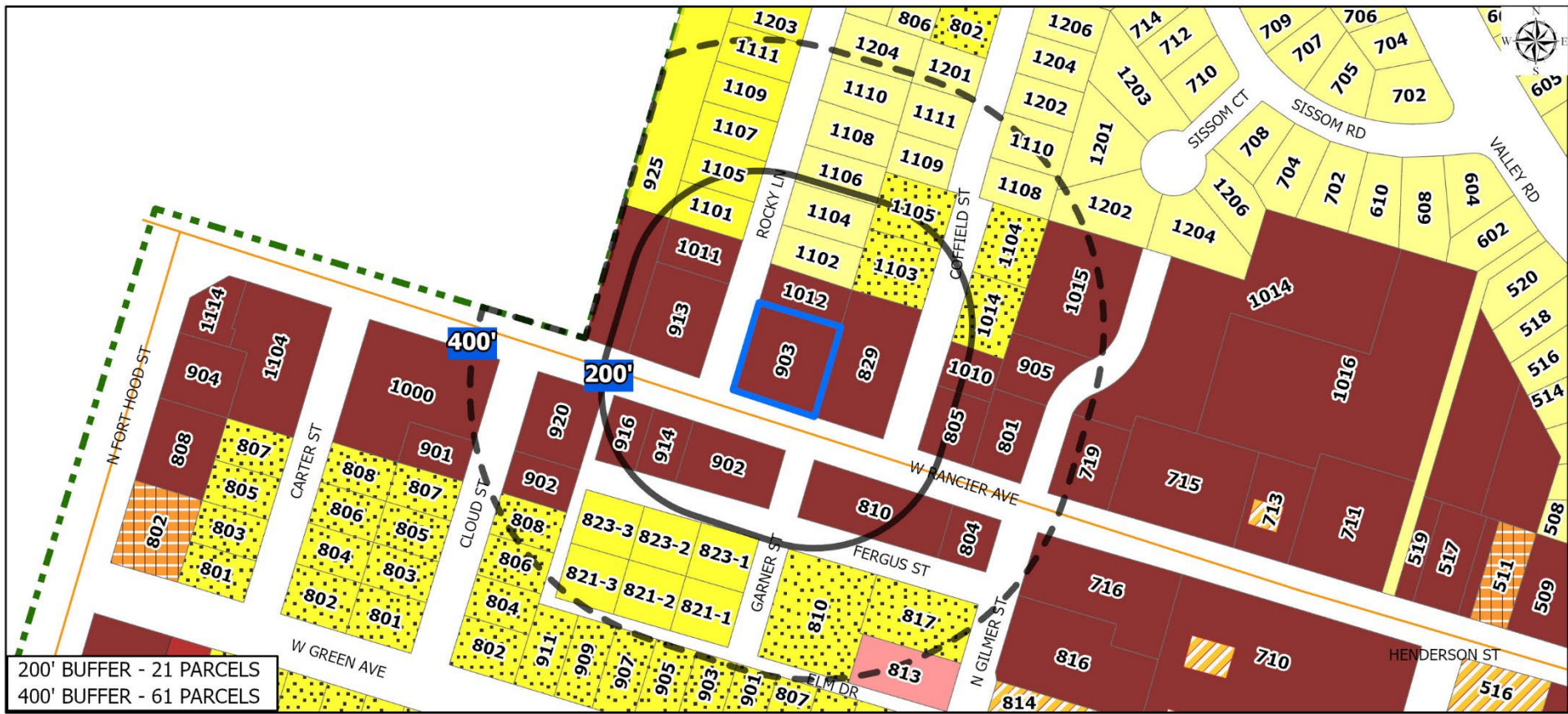
View of the adjacent property to the north, zoned “B-5”:



Public Notification

13

- ❑ Staff notified sixty-one (61) surrounding property owners regarding this request.
- ❑ Of those notified, forty (40) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and twenty-one (21) property owners reside outside of Killeen.
- ❑ To date, staff has received one (1) written response in support of this request.



NOTIFICATION MAP

Council District: 1



Subject Property Legal Description: ERNEST BRIDGES REPLAT # 3, BLOCK 002, LOT 002A, ACRES .443

Zoning Case 2022-19 B-5 TO B-C-1

Legend	Current Zoning	B-5	R-1
		B-2	RC-1
		B-4	B-C-1
			R-2

Alternatives

15

- ❑ The City Council has two (2) alternatives. The Council may:
 - ❑ Disapprove the applicant's zoning request; or
 - ❑ Approve the applicant's zoning request as presented.

Staff Findings

16

- On August 10, 2021, the City Council disapproved a similar rezoning request for “B-C-1” zoning (Case #Z21-18) for a proposed daiquiri shop located across the street from the subject property (810 W. Rancier).
- Based on City Council’s previous action, staff recommends disapproval of the applicant’s request to rezone the property from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District).

Commission Recommendation

17

- At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 1 with Commissioner Sabree in opposition.
- Commissioner Sabree did not provide a reason for her opposition.



City of Killeen

Staff Report

File Number: PH-22-038

HOLD a public hearing and consider an ordinance requested by All County Surveying, Inc. on behalf of Joel Barton (Case #FLUM 22-16) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' (I) designation to a 'General Commercial' (GC) designation for 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561. The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

DATE: May 17, 2022.

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: FLUM CASE #22-16: 'INDUSTRIAL' (I) TO 'GENERAL COMMERCIAL' (GC).

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Joel Barton

Agent: All County Surveying, Inc.

Current FLUM Designation: 'Industrial' (I)

Requested FLUM Designation: 'General Commercial' (GC)

Current Zoning: "A" (Agricultural District) & "B-3" (Local Business District)

Proposed Zoning: "B-5" (Business District)

Summary of Request:

All County Surveying, Inc., on behalf of Joel Barton, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' (I) designation to a 'General Commercial' (GC) designation for approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561. If approved, the applicant intends to develop a boat and recreational vehicle storage facility on the property.

Zoning/Plat Case History:

The subject property was annexed into the city limits on January 28, 2008 via Ordinance No. 07-111. The subject property was subsequently zoned as "A" (Agricultural District) and "B-3" (Local Business District) on November 25, 2008 via Ordinance No. 08-097. The property is currently unplatted.

Character of the Area:

North: Vacant property zoned "A" (Agricultural District)

East: Existing single-family homes in the ETJ

South: Killeen Transfer Station zoned "M-1" (Manufacturing District)

West: Existing commercial properties zoned "B-3" (Local Business District) and "B-5" (Business District) and single-family homes zoned "A-R1" (Agricultural Single-Family Residential District) across SH 195

Future Land Use Map Analysis:

This property is designated as 'Industrial' (I) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Industrial' (I) designation encourages the following development types:

- Heavy and light industrial activities;
- Heavy commercial;
- Office uses accessory to a primary industrial use; and
- Public/institutional.

If approved, the 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

The applicant has submitted a concurrent request to rezone the property from "A" (Agricultural District) and "B-3" (Local Business District) to "B-5" (Business District).

Water, Sewer and Drainage Services:

Provider: West Bell County WSC

Within Service Area: Yes

Feasibility Study or Service Commitment: Water utility service is located within the West Bell County WSC utility service area. Applicant will need to contact the provider for availability of service to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from S. Fort Hood Street (S.H. 195), which is classified as a 120' wide Principal Arterial on the City of Killeen Thoroughfare Plan. The applicant will need to coordinate driveway access to the property with TxDOT during site development.

Environmental Assessment:

The properties are not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands

Inventory.

Public Notification:

Staff mailed courtesy notices to eleven (11) surrounding property owners regarding this request. Of those property owners notified, two (2) reside outside of Killeen.

Staff Findings:

The 'Industrial' (I) character is typically auto-oriented, although industrial park developments may feature more open space and landscaping, regulated signage, screening, etc. In addition, any outdoor activity and storage should be screen where visible from public ways and residential areas.

The 'General Commercial' (GC) characteristic is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The current zoning of the subject property is "A" (Agricultural District) and "B-3" (Local Business District). The property immediately to the south of the subject property is the Killeen Transfer Station. Given the property's frontage on S. Fort Hood St. and the character of the adjacent land uses, staff finds that the 'General Commercial' (GC) FLUM designation is appropriate in this location.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's FLUM amendment request;
- Approve a more restrictive FLUM designation; or
- Approve the applicant's FLUM amendment request.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request to amend the FLUM designation from 'Industrial' (I) to 'General Commercial' (GC) as presented.

Staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The character of the area includes a mix of residential, commercial, and institutional uses.

CONFORMITY TO CITY POLICY:

This FLUM amendment request conforms to the City's policy as detailed in the Comprehensive Plan.

FINANCIAL IMPACT:

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

The proposed FLUM amendment does not involve the expenditure of City funds.

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:

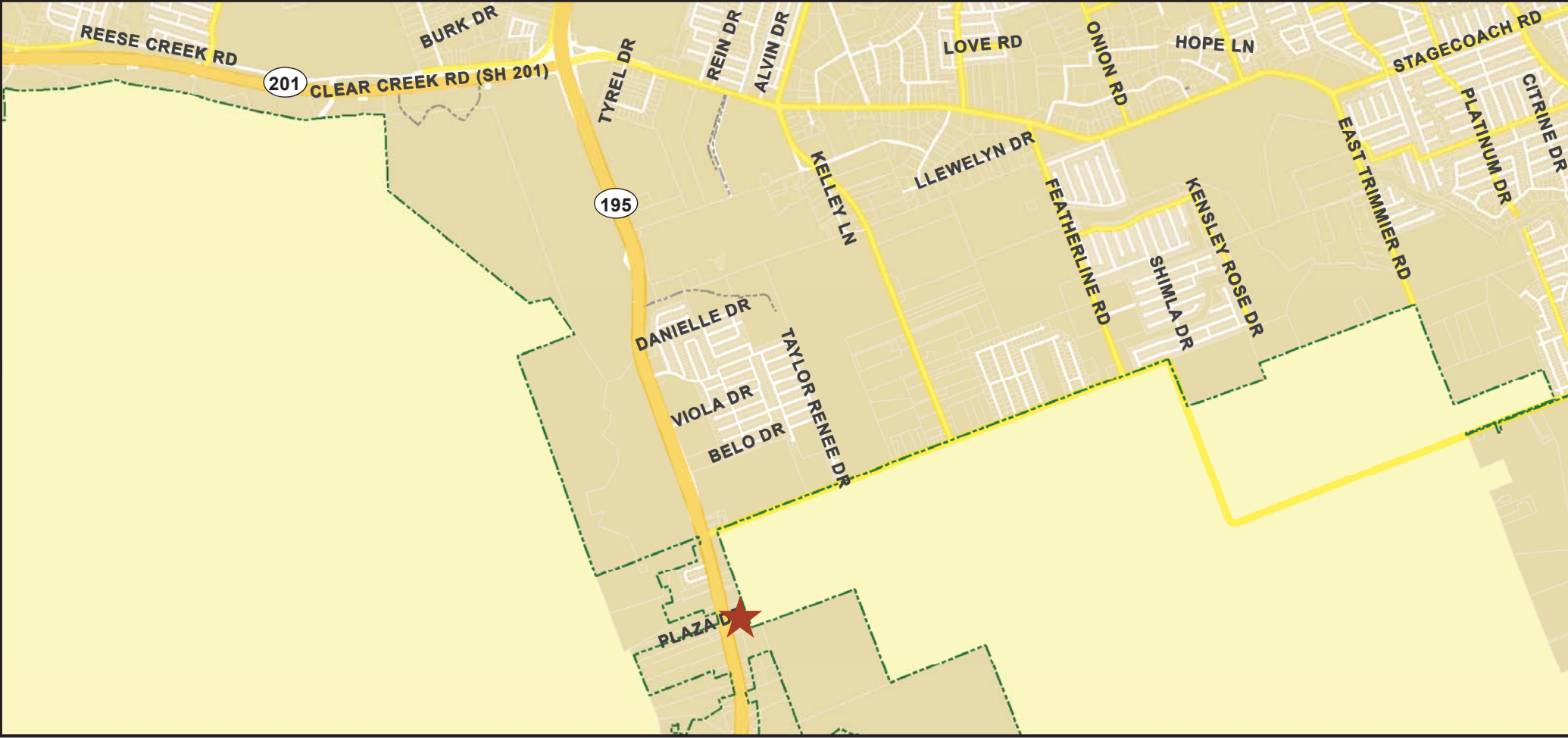
At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Minutes
Ordinance



LOCATION MAP

Case: FLUM AMENDMENT 2022-16

Council District: 3

FROM I TO GC

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58



FLUM LOCATION

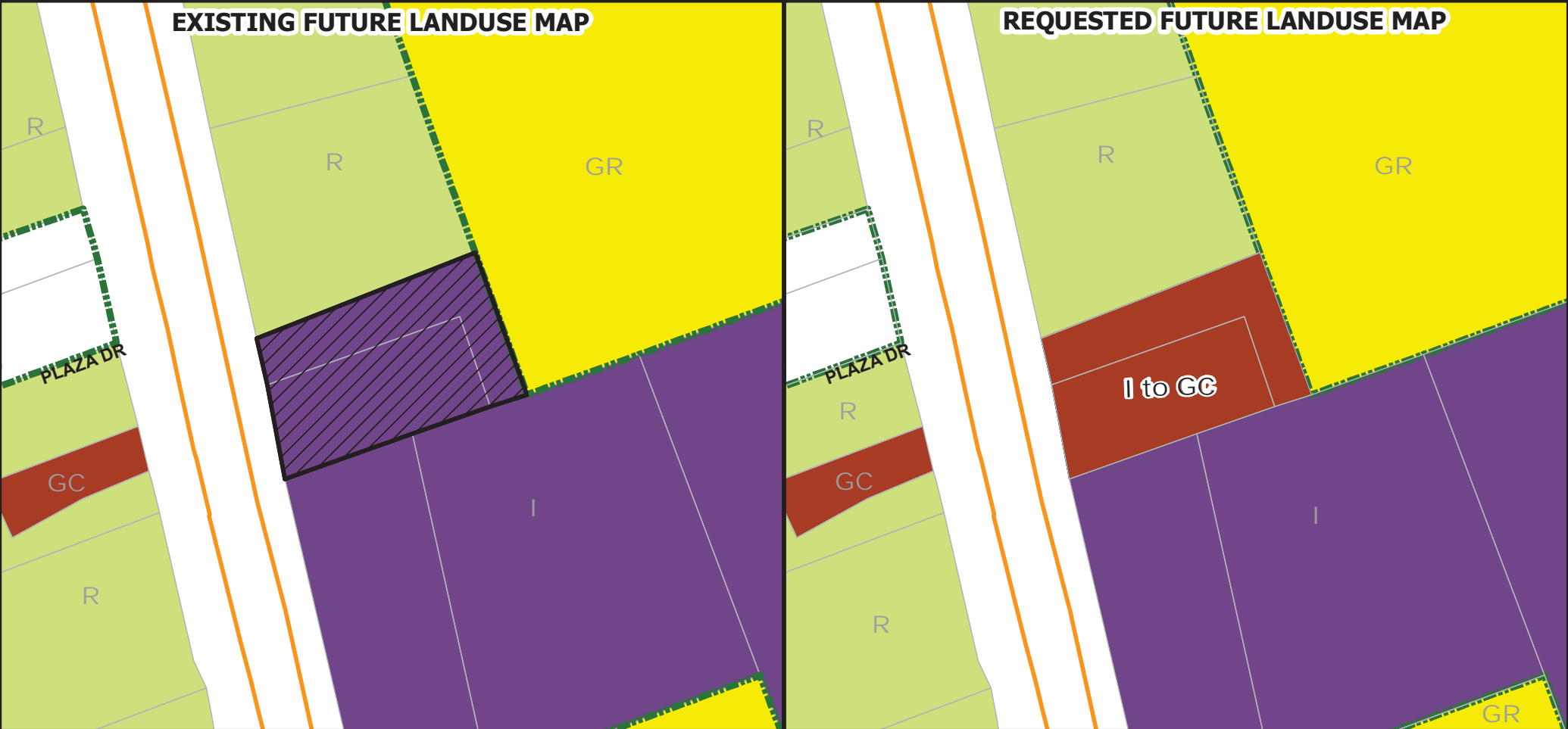


1 inch = 4,167 feet

Date: 3/21/2022

EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP








FUTURE LAND USE MAP Case: FLUM AMENDMENT 2022-16

Council District: 3

FROM I TO GC

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

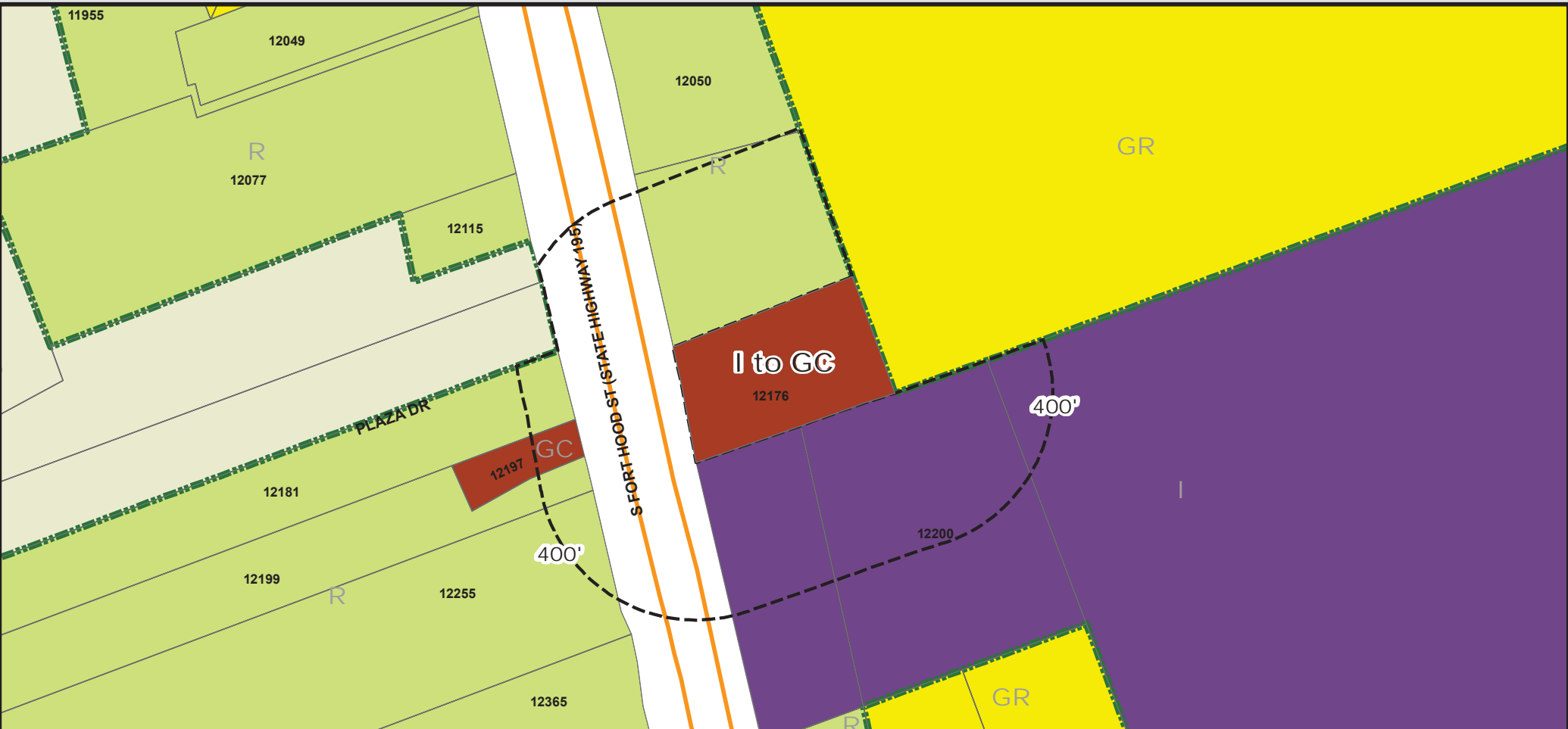
Future Land Use Legend

-  FLUM Case Location
-  Industrial (I)
-  General Residential (GR)
-  General Commercial (GC)
-  Rural (R)



1 inch = 333 feet

Date: 3/21/2022



NOTIFICATION MAP

Case: FLUM AMENDMENT 2022-16

Council District: 3
 FROM I TO GC
 Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Killeen City Limits
 Principal Arterial, Existing

General Residential (GR)
 Rural (R)

Bell County Area
 Industrial (I)

General Commercial (GC)

Date: 4/19/2022

MINUTES
PLANNING AND ZONING COMMISSION MEETING
April 18, 2022

CASE #FLUM 22-16
'I' to 'GC'

HOLD a public hearing and consider a request submitted by All County Surveying, Inc. on behalf of Joel Barton (**Case #FLUM 22-16**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' (I) designation to a 'General Commercial' (GC) designation, being approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561. The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the request, as it is consistent with the character of the area.

The agent, Mr. Mike Smith of All County Surveying, was present to represent this case.

Chairman Latham opened the public hearing.

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

Commissioner Minor made a motion to recommend approval of the request as presented. Commissioner Alvarez seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 3.583 ACRES OUT OF THE RICHARD A MCGEE SURVEY, ABSTRACT NO. 561, FROM AN 'INDUSTRIAL' (I) DESIGNATION TO A 'GENERAL COMMERCIAL' (GC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a request from All County Surveying, Inc, on behalf of Joel Barton, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'Industrial' (I) designation to 'General Commercial' (GC) designation, said property being legally described as being approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 18th day of April 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 24th day of May, 2022, at the City Hall, City of Killeen;

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

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

SECTION I: That the future land use designation of approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561, be amended from an 'Industrial' (I) designation to 'General Commercial' (GC) designation, for the property locally addressed as 12176 S Fort Hood Street and S Fort Hood Street, 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 24th day of May 2022, 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:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #: FLUM 22-16

Ord#: 21-____



CASE #FLUM22-16: 'I' TO 'GC'

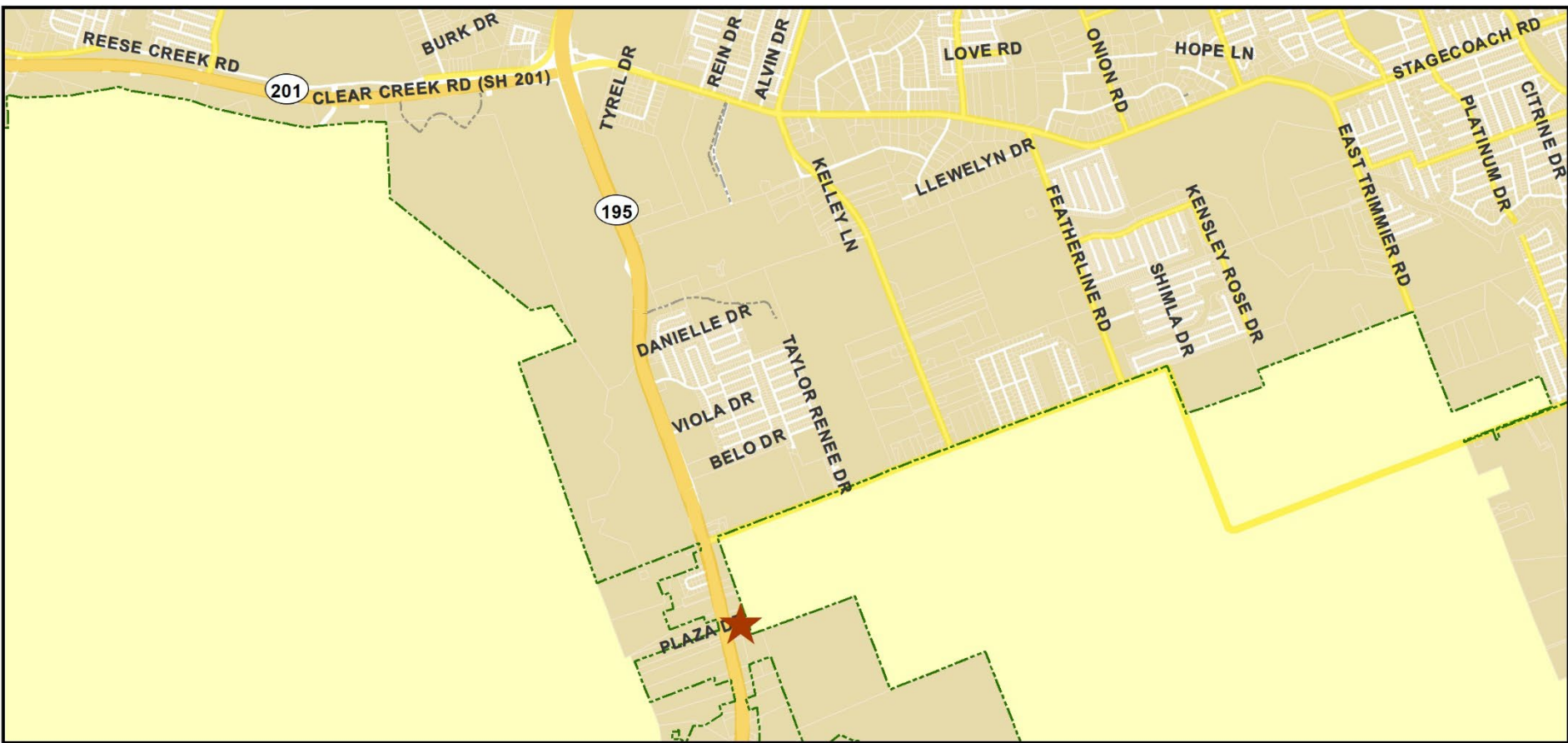
PH-22-038

May 17, 2022

276

Case #FLUM 22-16: 'I' to 'GC'

- ❑ **HOLD** a public hearing and consider an ordinance requested by All County Surveying, Inc. on behalf of Joel Barton (**Case #FLUM 22-16**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' (I) designation to a 'General Commercial' (GC) designation, being approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561.
- ❑ The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.



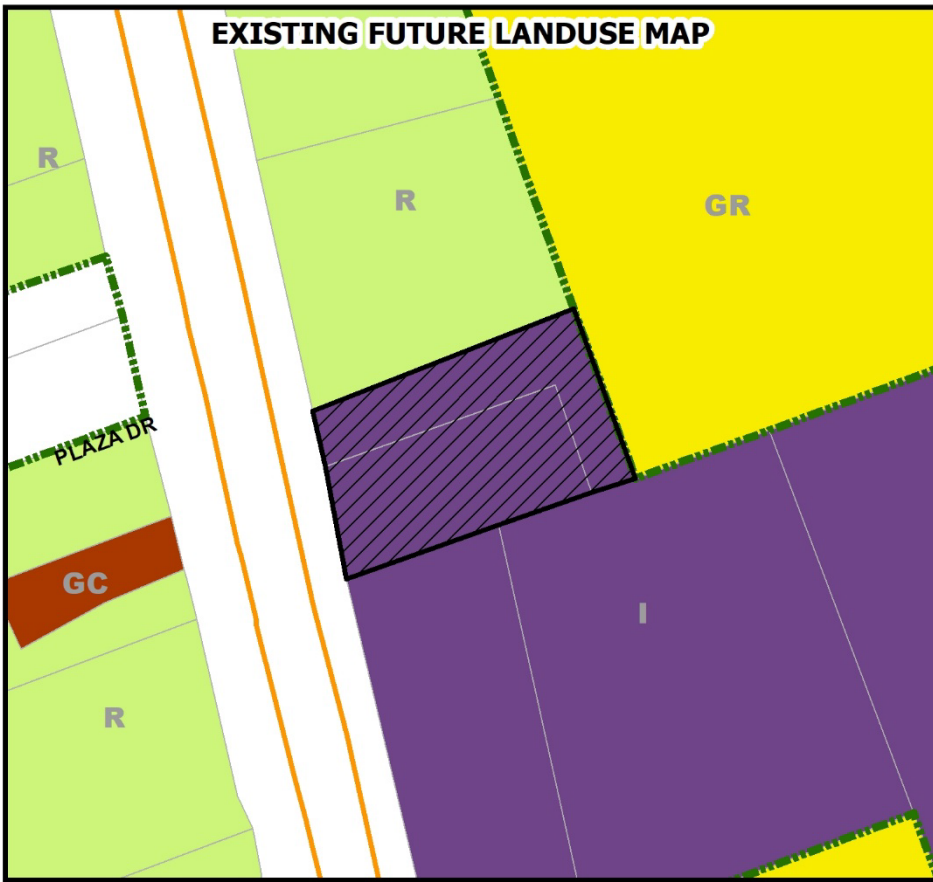
LOCATION MAP

Case: FLUM AMENDMENT 2022-16

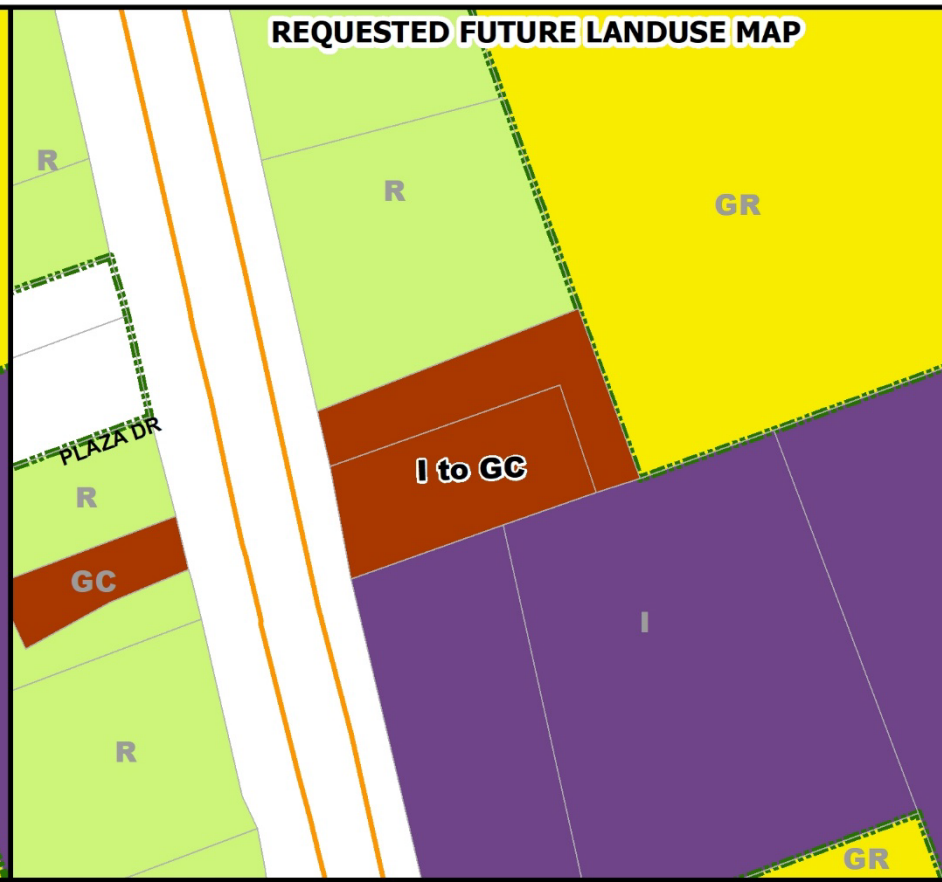
Council District: 3
FROM I TO GC
Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58



EXISTING FUTURE LANDUSE MAP



REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP






Case: FLUM AMENDMENT 2022-16

Council District: 3

FROM I TO GC

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Future Land Use Legend

-  FLUM Case Location
-  Industrial (I)
-  General Residential (GR)
-  General Commercial (GC)
-  Rural (R)



1 inch = **279**

Date: 3/21/2022

Case #FLUM 22-16: 'I' to 'GC'

5

- If approved, the applicant intends to develop a boat and recreational vehicle storage facility on the property.
- The applicant has submitted a concurrent request to rezone the property "A" (Agricultural District) & "B-3" (Local Business District) to "B-5" (Business District).

Case #FLUM 22-16: 'I' to 'GC'

6

- This property is designated as 'Industrial' (I) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The 'Industrial' (I) designation encourages the following development types:
 - ▣ Heavy and light industrial activities;
 - ▣ Heavy commercial;
 - ▣ Office uses accessory to a primary industrial use; and
 - ▣ Public/institutional.

Case #FLUM 22-16: 'I' to 'GC'

7

- If approved, the 'General Commercial' (GC) designation encourages the following development types:
 - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
 - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
 - ▣ Public/institutional; and
 - ▣ Parks and public spaces.

Case #FLUM 22-16: 'I' to 'GC'

8

- The properties are not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.

Case #FLUM 22-16: 'I' to 'GC'

9

View of the subject property looking east (from S. Fort Hood St):



Case #FLUM 22-16: 'I' to 'GC'

10

View of the subject property looking north:



Case #FLUM 22-16: 'I' to 'GC'

11

View of the adjacent property to the north, zoned "A":



Case #FLUM 22-16: 'I' to 'GC'

12

View of the adjacent property to the south (Killeen Transfer Station), zoned “M-1”:



Case #FLUM 22-16: 'I' to 'GC'

13

View of the property to the west (across S. Fort Hood St.), zoned “B-3”:



Case #FLUM 22-16: 'I' to 'GC'

14

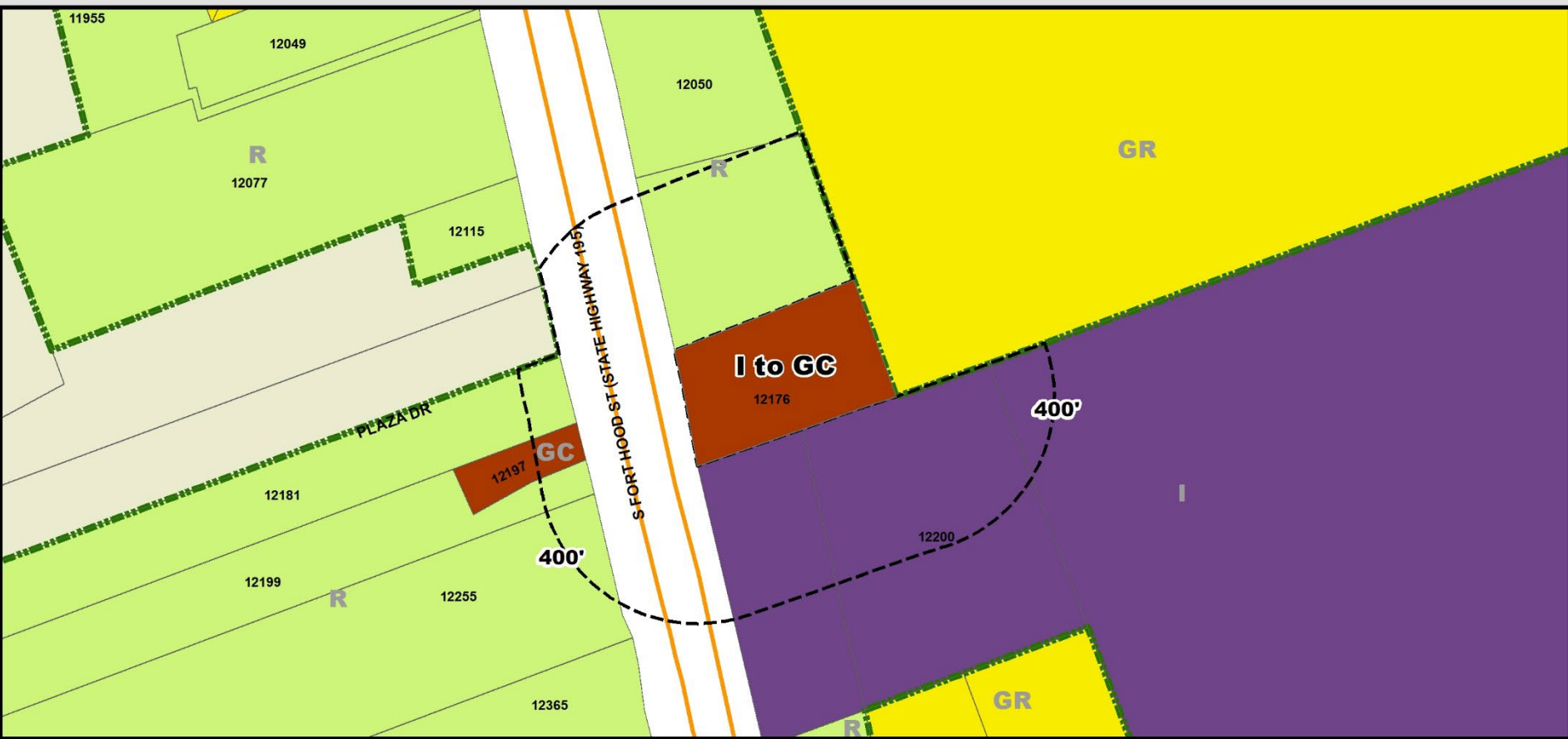
View of the property to the west (across S. Fort Hood St.), zoned "B-5":



Public Notification

15

- Staff mailed courtesy notices to eleven (11) surrounding property owners regarding this request.
- Of those notified, two (2) property owners reside outside of Killeen.



NOTIFICATION MAP

Case: FLUM AMENDMENT 2022-16

Council District: 3

FROM I TO GC

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

- Legend**
- | | | | |
|---------------------|------------------------------|--------------------------|-----------|
| Killeen City Limits | Principal Arterial, Existing | General Residential (GR) | Rural (R) |
| Bell County Area | Industrial (I) | General Commercial (GC) | |



Alternatives

17

- ❑ The City Council has three (3) alternatives. The Council may:
 - ▣ Disapprove the applicant's FLUM amendment request;
 - ▣ Approve a more restrictive FLUM designation than requested; or
 - ▣ Approve the applicant's FLUM amendment request as presented.

Staff Recommendation

18

- Staff finds that the request is compatible with the surrounding land uses and prevailing community character. The character of the area includes a mix of residential, commercial, and institutional uses.
- Therefore, staff recommends approval of the applicant's request to amend the FLUM as presented.

Commission Recommendation

19

- At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-22-039

HOLD a public hearing and consider an ordinance requested by All County Surveying, Inc. on behalf of Joel Barton (Case #Z22-21) to rezone approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561 from "A" (Agricultural District) and "B-3" (Local Business District) to "B-5" (Business District). The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

DATE: May 17, 2022

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: ZONING CASE #Z22-21: "A" (AGRICULTURAL DISTRICT) and "B-3" (LOCAL BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT).

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Joel Barton

Agent: All County Surveying, Inc.

Current Zoning: "A" (Agricultural District) & "B-3" (Local Business District)

Requested Zoning: "B-5" (Business District)

Current FLUM Designation: 'Industrial' (I)

Requested FLUM Designation: 'General Commercial' (GC)

Summary of Request:

All County Surveying, Inc., on behalf of Joel Barton, has submitted a request to rezone approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561 from "A" (Agricultural District) and "B-3" (Local Business District) to "B-5" (Business District). If approved, the applicant intends to develop a boat and recreational vehicle storage facility on the site.

Zoning/Plat Case History:

The subject property was annexed into the city limits on January 28, 2008 via Ordinance No. 07-111. The subject property was subsequently zoned as "A" (Agricultural District) and "B-3" (Local Business District) on November 25, 2008 via Ordinance No. 08-097. The property is currently unplatted.

Character of the Area:

	Current Land Use	Zoning District	Future Land Use
North	Undeveloped	A (Agricultural)	Rural (R)
East	Single-family homes (in ETJ)	ETJ	General Residential (GR)
South	Killeen Transfer Station	M-1 (Manufacturing)	Industrial (I)
West	Commercial business & single-family homes & A-R1 (Agricultural Single-Family Residential)	B-3 (Local Business), B-5 (Business) General Commercial (GC)	Rural (R) and

Future Land Use Map Analysis:

This property is designated as 'Industrial' (I) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Industrial' (I) designation encourages the following development types:

- Heavy and light industrial activities;
- Heavy commercial;
- Office uses accessory to a primary industrial use; and
- Public/institutional.

If approved, the 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

The request to rezone the property from "A" (Agricultural District) & "B-3" (Local Business District) to "B-5" (Business District) is inconsistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, the applicant has submitted a concurrent FLUM amendment request from 'Industrial' (I) to 'General Commercial' (GC).

Water, Sewer and Drainage Services:

Provider: West Bell County WSC

Within Service Area: Yes

Feasibility Study or Service Commitment: Water utility service is located within the West Bell County WSC utility service area. Applicant will need to contact the provider for availability of service to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from S. Fort Hood Street (S.H. 195), which is classified as a 120' wide Principal Arterial on the City of Killeen Thoroughfare Plan. The applicant will need to coordinate driveway access to the property with TxDOT during site development.

Environmental Assessment:

The properties are not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.

Public Notification:

Staff notified eleven (11) surrounding property owners regarding this request. Of those property owners notified, eight (8) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and two (2) reside outside the city limits of Killeen. As of the date of this staff report, no written responses have been received regarding this request.

Staff Findings:

The 'Industrial' (I) character is typically auto-oriented, although industrial park developments may feature more open space and landscaping, regulated signage, screening, etc. In addition, any outdoor activity and storage should be screen where visible from public ways and residential areas.

The 'General Commercial' (GC) character is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The current zoning of the subject property is "A" (Agricultural District) and "B-3" (Local Business District). The property immediately to the south of the subject property is the Killeen Transfer Station. Given the frontage on S. Fort Hood St. and the character of the adjacent land uses, staff finds that "B-5" (Business District) is appropriate in this location.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's zoning request;
- Approve a more restrictive zoning district than requested; or
- Approve the applicant's zoning request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural District) and "B-3" (Local Business District) to "B-5" (Business District).

Staff finds that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The property immediately to the south of the subject property is the Killeen Transfer Station. Given the property's frontage on S. Fort Hood St. and the character of the adjacent land uses, staff finds that "B-5" (Business District) is appropriate in this location.

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 involve the expenditure of 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:

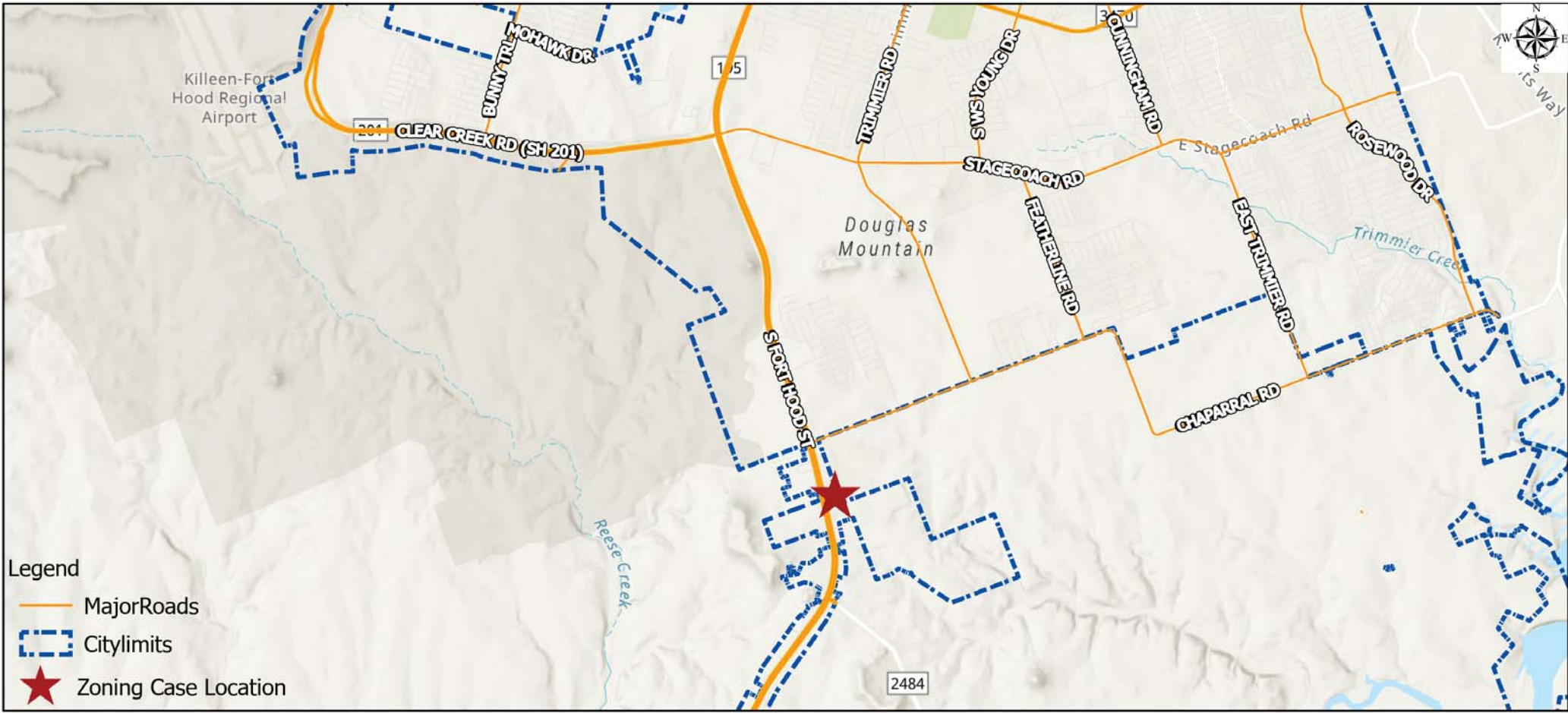
At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of "B-3" (Local Business District) with a Conditional Use Permit (CUP) for a boat and recreational vehicle storage facility by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Letter of Request
Minutes
Ordinance
Considerations



- Legend
- Major Roads
 - City Limits
 - Zoning Case Location

LOCATION MAP

Council District: 3

0 1 2 Miles

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Zoning Case 2022-21

A AND B-3 TO B-5



AERIAL MAP

Council District: 3


0 150 300 Feet

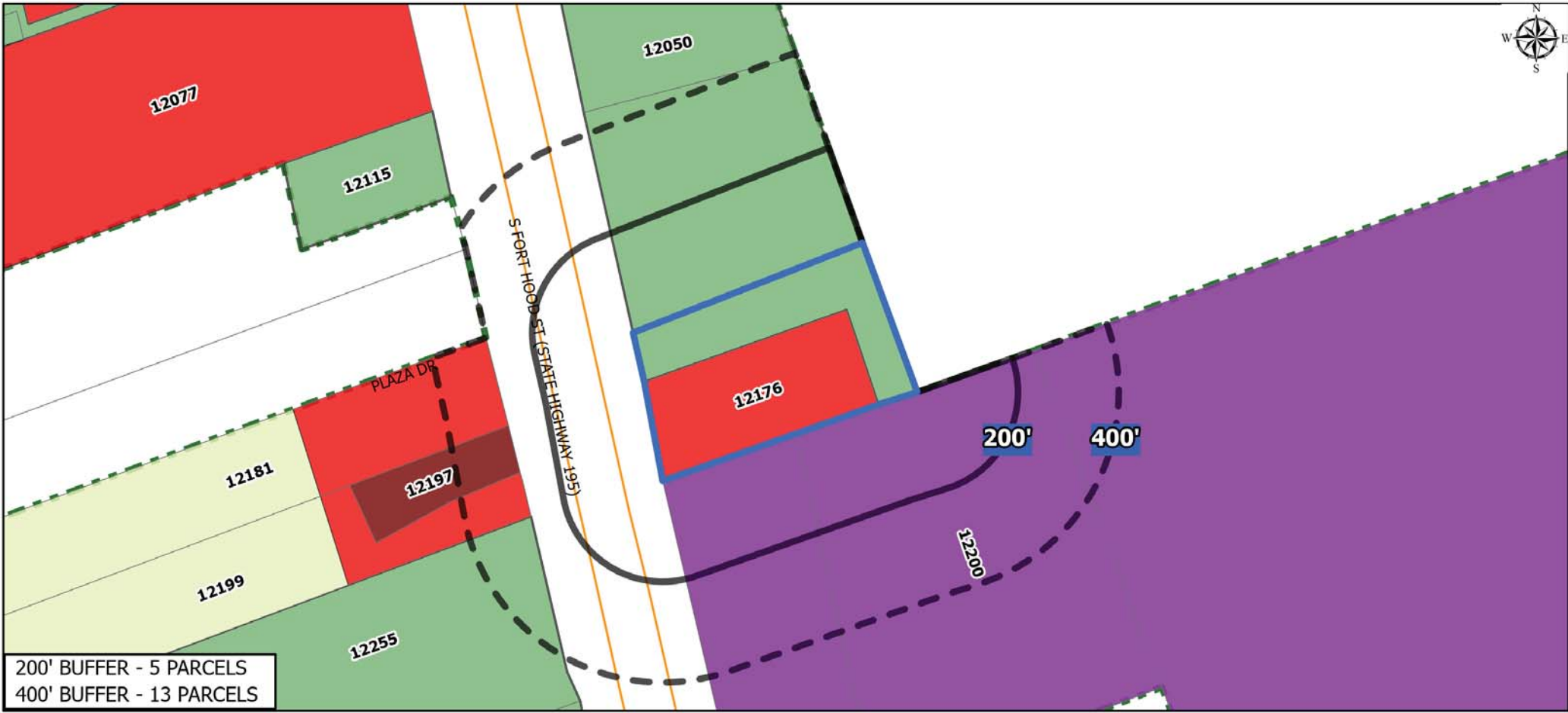
Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Zoning Case 2022-21 A AND B-3 TO B-5

Legend

 Citylimits

 Zoning Case 2022



NOTIFICATION MAP

Council District: 3

0 150 300 Feet

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Zoning Case 2022-21

A AND B-3 TO B-5

Legend

CurrentZoning	A-R1	B-5
A	B-3	M-1

SITE PHOTOS

Case #Z22-21: "A" & "B-3" to "B-5"



View of the subject property looking east (from S Fort Hood St):



View of the subject property looking north:



SITE PHOTOS

Case #Z22-21: "A" & "B-3" to "B-5"



View of the adjacent property to the north:



View of the adjacent property to the south (Killeen Transfer Station):



SITE PHOTOS

Case #Z22-21: "A" & "B-3" to "B-5"



View of the surrounding property to the west (across S Fort Hood St):



View of the surrounding property to the west (across S Fort Hood St):





February 28, 2022

Request for Zoning Change

To whom it may concern:

Acting as the agent on the behalf and best interests of the owners of a called 1.581 acre tract and adjoining 2.002 acre tract, I am requesting a Zoning change for each lot. Said 1.581 acre tract is presently zoned as "A" and said 2.002 acre tract is presently zoned as "B-3". This request is to propose changing said tracts to "B-5" zoning.

Changing the zoning of said tracts would allow the owner the ability for the construction of a boat and recreational vehicle storage facility. The Future Land Use Map (FLUM) designation for these tract is "Industrial" (I) and the manufacturing districts in Killeen allow for "B-D" uses, allowing this request to be consistent with the Comprehensive Plan. The proposed use of these tracts will not impact the surrounding properties in an adverse way.

Respectfully,

Roy Michael Smith
RPLS #6748
All County Surveying, Inc.
254-778-2272

MINUTES
PLANNING AND ZONING COMMISSION MEETING
April 18, 2022

CASE #Z22-21
“B-3” to “B-5”

HOLD a public hearing and consider a request submitted by All County Surveying, Inc. on behalf of Joel Barton (**Case #Z22-21**) to rezone approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561, from “A” (Agricultural District) and “B-3” (Local Business District) to “B-5” (Business District). The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request, as it is consistent with the character of the area.

The agent, Mr. Mike Smith of All County Surveying, was present to represent this case.

Chairman Latham opened the public hearing.

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

Commissioner Minor made a motion to recommend approval of “B-3” (Local Business District) with a Conditional Use Permit for Boat and RV Storage. Commissioner Ploeckelmann seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 3.583 ACRES OUT OF THE RICHARD A MCGEE SURVEY, ABSTRACT NO. 561, FROM “A” (AGRICULTURAL DISTRICT) AND “B-3” (LOCAL BUSINESS DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, All County Surveying, Inc, on behalf of Joel Barton, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561, from “A” (Agricultural District) and “B-3” (Local Business District) to “B-5” (Business District), said request having been duly recommended for approval of “B-3” (Local Business District) with a Conditional Use Permit (CUP) for boat and recreational vehicle storage facility by the Planning and Zoning Commission of the City of Killeen on the 18th day of April 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 24th day of May 2022, at the City Hall, City of Killeen;

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

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

SECTION I. That the zoning classification of approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561, be changed from “A” (Agricultural District) and “B-3” (Local Business District) to “B-5” (Business District), said request having been duly

recommended for approval of “B-5” (Business District), for the property locally addressed as 12176 S Fort Hood Street, 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 24th day of May 2022, 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:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney
Case #22-21
Ord. #22-____

CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



CASE #Z22-21: “A” & “B-3” TO “B-5”

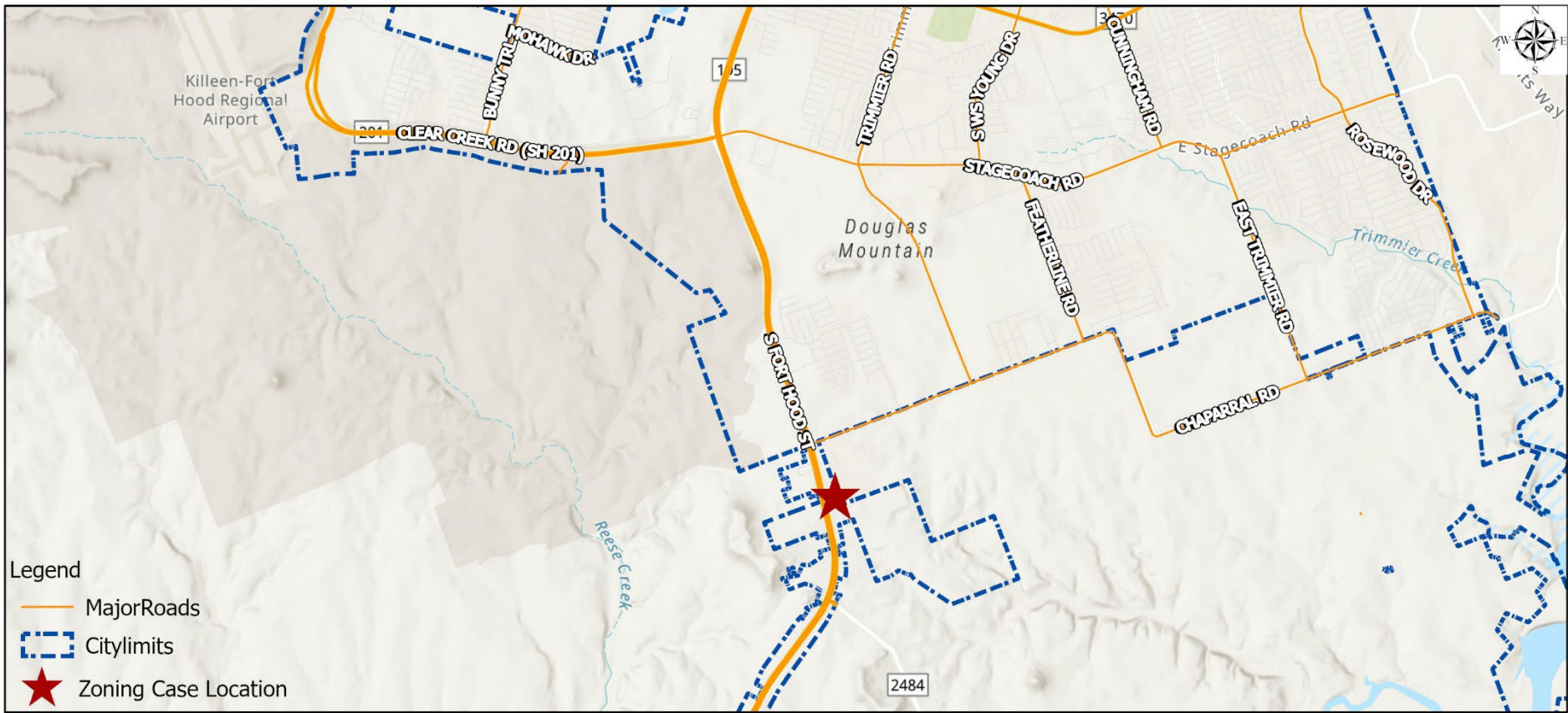
PH-22-039

May 17, 2022

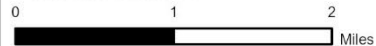
310

Case #Z22-21: “A” & “B-3” to “B-5”

- ❑ **HOLD** a public hearing and an ordinance requested by All County Surveying, Inc., on behalf of Joel Barton (**Case #Z22-21**), to rezone approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561, from “A” (Agricultural District) & “B-3” (Local Business District) to “B-5” (Business District).
- ❑ The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.



LOCATION MAP
Council District: 3



Zoning Case 2022-21

A AND B-3 TO B-5

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58



AERIAL MAP

Council District: 3

0 150 300
Feet

Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Zoning Case 2022-21 A AND B-3 TO B-5

Legend

 Citylimits

 Zoning Case 2022

Case #Z22-21: “A” & “B-3” to “B-5”

5

- If approved, the applicant intends to develop a boat and recreational vehicle storage facility on the site.
- The request to rezone the property is inconsistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, the applicant submitted a concurrent request to amend the Future Land Use Map (FLUM) from ‘Industrial’ (I) to ‘General Commercial’ (GC).

Case #Z22-21: “A” & “B-3” to “B-5”

6

- ❑ This property is designated as ‘Industrial’ (I) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- ❑ The ‘Industrial’ (I) designation encourages the following development types:
 - ▣ Heavy and light industrial activities;
 - ▣ Heavy commercial;
 - ▣ Office uses accessory to a primary industrial use; and
 - ▣ Public/institutional.

Case #Z22-21: “A” & “B-3” to “B-5”

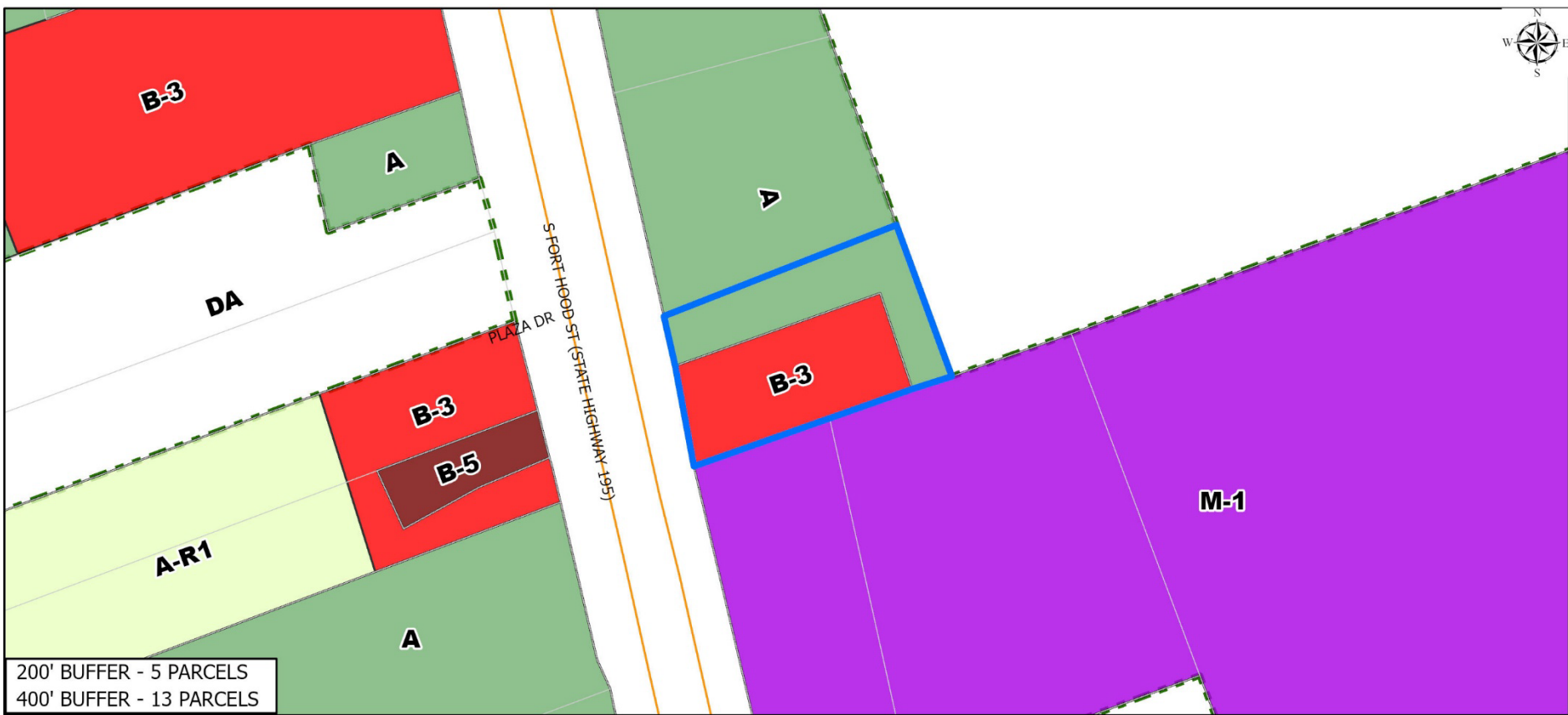
7

- If approved, the ‘General Commercial’ (GC) designation encourages the following development types:
 - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
 - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
 - ▣ Public/institutional; and
 - ▣ Parks and public spaces.

Case #Z22-21: “A” & “B-3” to “B-5”

8

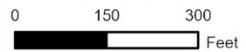
- The properties are not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.



200' BUFFER - 5 PARCELS
400' BUFFER - 13 PARCELS

ZONING MAP

Council District: 3



Subject Property Legal Description: A0561BC R A MCGEE, ACRES 2.0 AND A0561BC R A MCGEE, ACRES 1.58

Zoning Case 2022-21

A AND B-3 to B-5

Case #Z22-21: “A” & “B-3” to “B-5”

10

View of the subject property looking east (from S. Fort Hood St):



Case #Z22-21: “A” & “B-3” to “B-5”

11

View of the subject property looking north:



Case #Z22-21: “A” & “B-3” to “B-5”

12

View of the adjacent property to the north, zoned “A”:



Case #Z22-21: “A” & “B-3” to “B-5”

13

View of the adjacent property to the south (Killeen Transfer Station), zoned “M-1”:



Case #Z22-21: “A” & “B-3” to “B-5”

14

View of the property to the west (across S. Fort Hood St.), zoned “B-3”:



Case #Z22-21: “A” & “B-3” to “B-5”

15

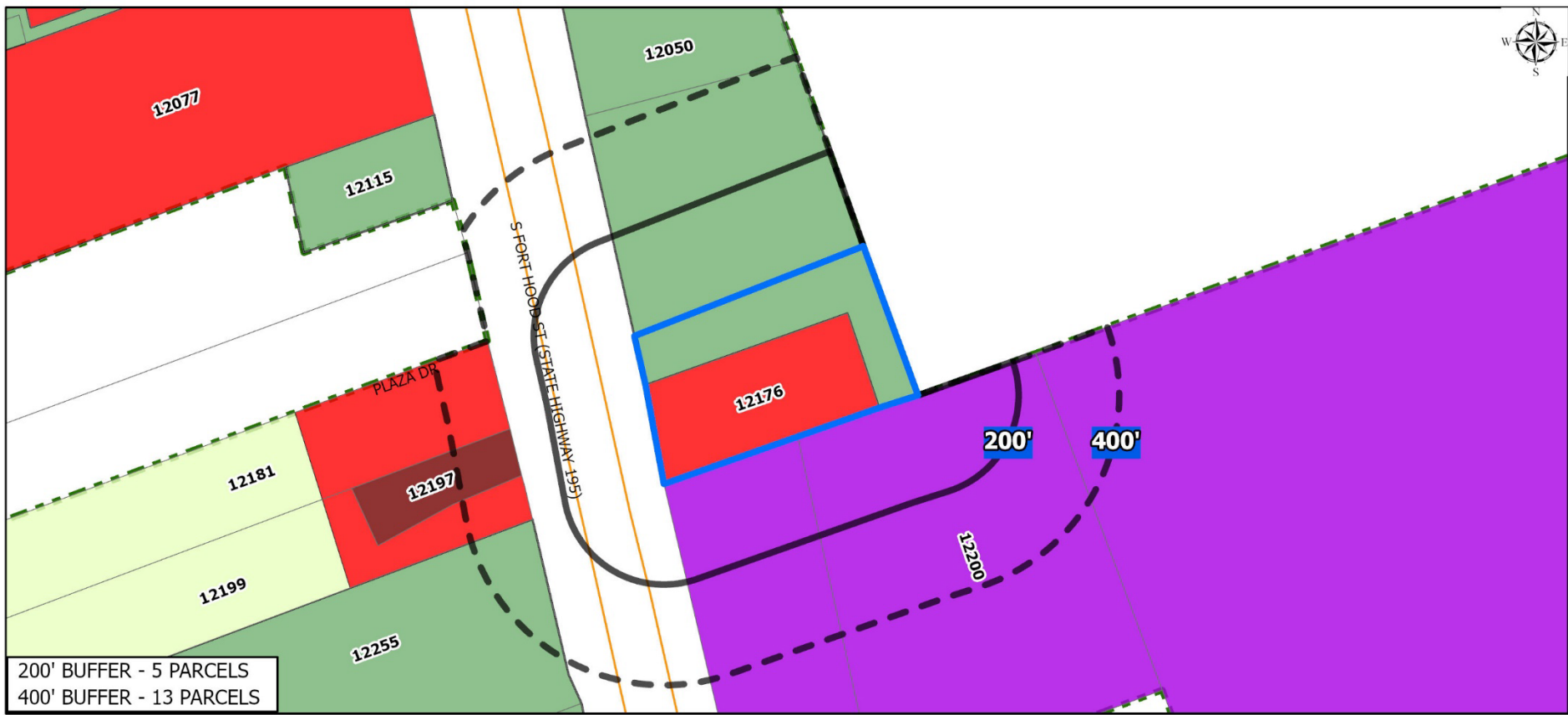
View of the property to the west (across S. Fort Hood St.), zoned “B-5”:



Public Notification

16

- ❑ Staff notified eleven (11) surrounding property owners regarding this request.
- ❑ Of those notified, eight (8) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and two (2) property owners reside outside of Killeen.
- ❑ To date, staff has received no written responses regarding this request.



Zoning Case 2022-21

A AND B-3 TO B-5

Alternatives

18

- ❑ The City Council has three (3) alternatives. The Council may:
 - ▣ Disapprove the applicant's zoning request;
 - ▣ Approve a more restrictive zoning district than requested by the applicant; or
 - ▣ Approve the applicant's zoning request as presented.

Staff Findings

19

- Staff finds that the request is compatible with the surrounding land uses and prevailing community character.
- The property immediately to the south of the subject property is the Killeen Transfer Station.

Staff Recommendation

20

- Given the frontage on S. Fort Hood St. and the character of the adjacent land uses, staff finds that “B-5” (Business District) is appropriate in this location.
- Therefore, staff recommends approval of the applicant’s request to rezone the property from “A” (Agricultural District) and “B-3” (Local Business District) to “B-5” (Business District) as presented.

Commission Recommendation

21

- At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of “B-3” (Local Business District) with a Conditional Use Permit (CUP) for a boat and recreational vehicle storage facility by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-22-040

HOLD a public hearing and consider an ordinance requested by Juli Bryan, on behalf of Z-Modular, LLC (Case #Z22-22), to rezone approximately 16.038 acres out of the J. S. Wilder Survey, Abstract No. 912 from "B-3" (Local Business District) to "B-5" (Business District). The property is locally addressed as 4800 E. Rancier Avenue, Killeen, Texas.

DATE: May 17, 2022

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services.

SUBJECT: ZONING CASE #Z22-22: "B-3" (LOCAL BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT).

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Z-Modular, LLC

Agent: Juli A Bryan (Baird Crews Schiller & Whitaker)

Current Zoning: "B-3" (Local Business District)

Requested Zoning: "B-5" (Business District)

Current FLUM Designation: 'General Commercial' (GC)

Summary of Request:

Juli Bryan, on behalf of Z-Modular, LLC, has submitted a request to rezone approximately 16.038 acres out of the J. S. Wilder Survey, Abstract No. 912 from "B-3" (Local Business District) to "B-5" (Business District). If approved, the applicant intends to expand their business, which is located immediately south of the subject property. The subject property would be used for temporary storage of inventory. Assembled modules will be stored on the site before transportation to final construction sites across North America.

Zoning/Plat Case History:

The subject property was rezoned from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) on November 13, 1986 via Ordinance No. 86-81. The property was platted as part of Woods Health Care Addition, Lot 1, Block 1 on March 26, 1987.

Character of the Area:

	Current Land Use	Zoning District	FLUM Designation
North	Bell County Juvenile Services	B-3 (Local Business)	General Commercial (GC)
East	Undeveloped property	R-1 (Single-Family Residential)	Rural (R)
South	Z-Modular & undeveloped property	R-1 (Single-Family Residential) & M-1 (Manufacturing)	Rural (R) & Industrial (I)
West	Religious institution	B-3 (Local Business)	General Commercial (GC)

Future Land Use Map Analysis:

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Commercial' (GC) characteristic is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

The request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

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 available to the subject tract.

Transportation and Thoroughfare Plan:

The existing ingress and egress to the property is from E. Rancier Ave. (F.M. 439), which is classified as a 120' wide Principal Arterial on the City of Killeen Thoroughfare Plan.

However, the proposed ingress and egress to the property will be through 710 Swanner Loop, which has access to Jacobs Lane, Swanner Loop, and Enterprise Drive, all of which are classified as a 60' wide Local Streets on the City of Killeen Thoroughfare Plan.

Environmental Assessment:

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). On the adjacent property to the east, there is a freshwater emergent wetland, freshwater pond, and riverine associated with Caprice Ditch as identified on the National Wetlands Inventory.

Public Notification:

Staff notified seven (7) surrounding property owners regarding this request. Of those property owners notified, one (1) resides outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and six (6) reside outside the city limits of Killeen. As of the date of this staff report, no written responses have been received regarding this request.

Staff Findings:

Staff is of the determination that the subject property is appropriately situated for the expansion of Z-Modular's existing business. The front of the parcel is the Bell County Juvenile Services facility, which is accessed via Rancier Ave. The rear portion of the subject parcel has limited access. In the absence of the County's need to expand their Juvenile Services facilities, staff finds that the only reasonable use of the property is for the existing business to the south to expand northward. The property to the east is the Soil Conservation Service Site 7 Reservoir, which is administered by the Central Texas Soil & Water Conservation District. Therefore, this area is unlikely to develop as residential.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's zoning request;
- Approve a more restrictive zoning district than requested; or
- Approve the applicant's zoning request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant's request to rezone the property from "B-3" (Local Business District) to "B-5" (Business District) as presented.

Staff is of the determination that the subject property is appropriately situated for the expansion of Z-Modular's existing business. The front of the parcel is the Bell County Juvenile Services facility, which is accessed via Rancier Ave. The rear portion of the subject parcel has limited access. In the absence of the County's need to expand their Juvenile Services facilities, staff finds that the only reasonable use of the property is for the existing business to the south to expand northward. The property to the east is the Soil Conservation Service Site 7 Reservoir, which is administered by the Central Texas Soil & Water Conservation District. Therefore, this area is unlikely to develop as residential.

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 is not applicable.

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:

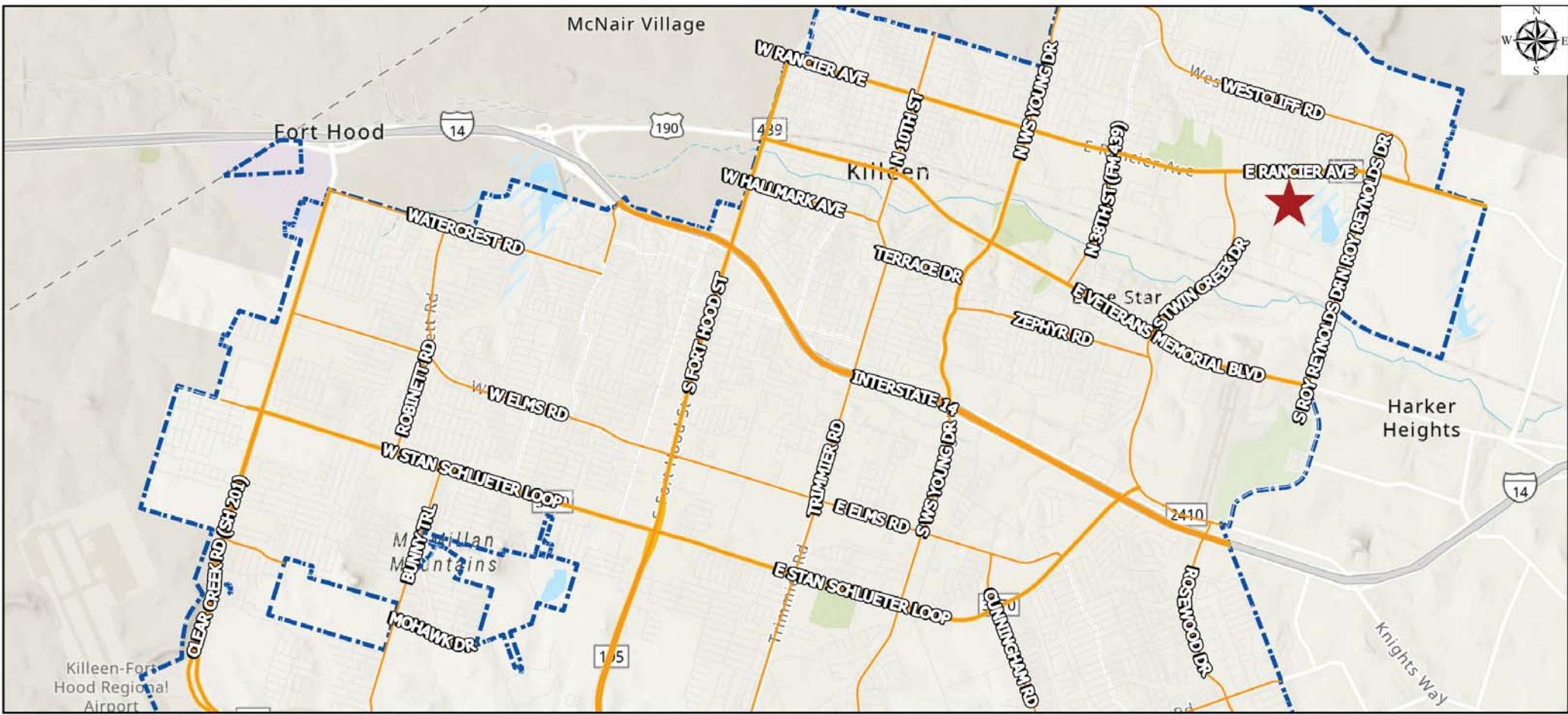
At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0, with Commissioner Louie Minor abstaining and filing a conflict affidavit.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Considerations



LOCATION MAP
Council District: 1

0 1 2
Miles

Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Zoning Case 2022-22

B-3 TO B-5

Legend

- Major Roads
- - - City Limits
- ★ Zoning Case Location



AERIAL MAP

Council District: 1


0 200 400 Feet

Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Zoning Case 2022-22 B-3 TO B-5

Legend

 Citylimits

 Zoning Case 2022



FLOODWAY MAP
Council District: 1

0 312.5 625
Feet

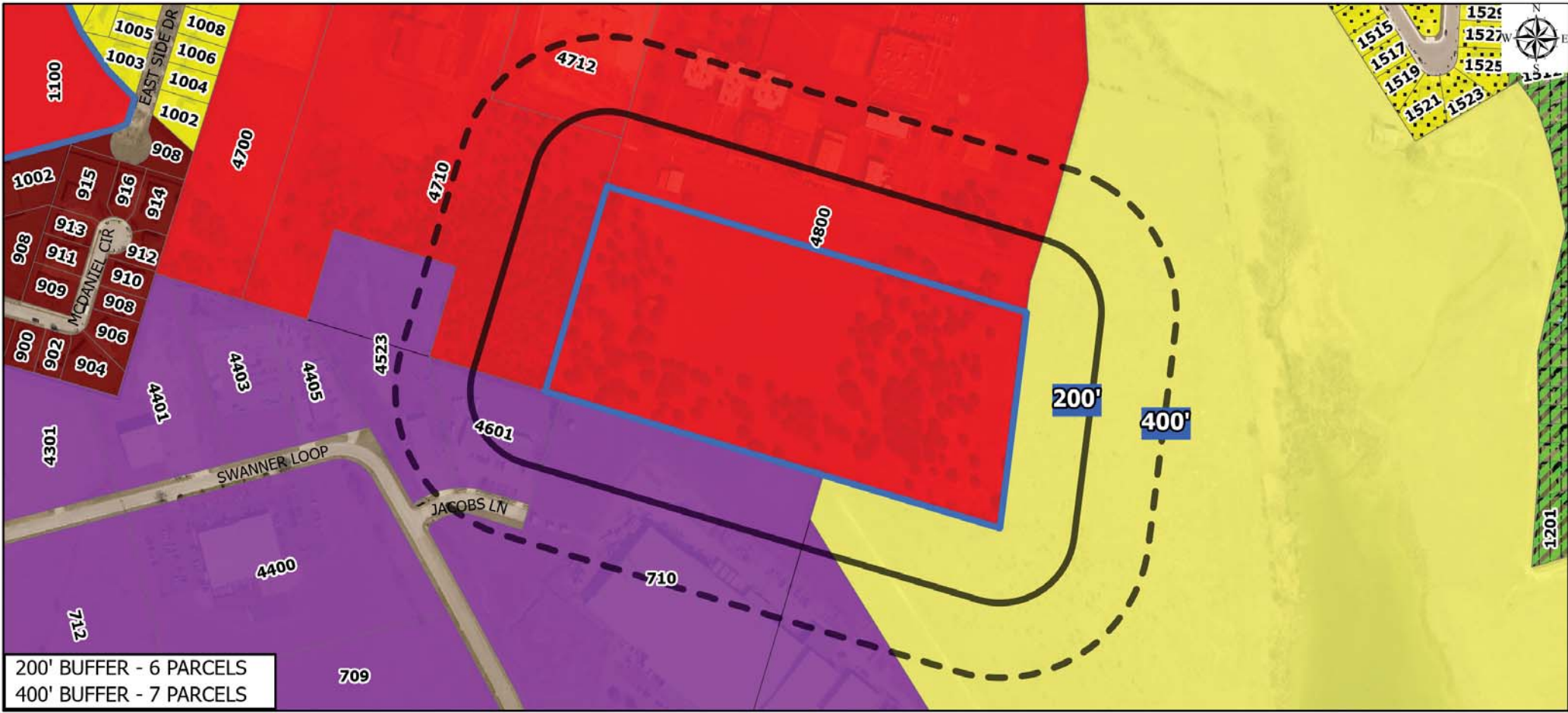
Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Zoning Case 2022-22

B-3 to B-5

Legend

- Creeks
- FEMA Floodway
- FEMA Plain



NOTIFICATION MAP

Council District: 1

0 200 400 Feet

Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Zoning Case 2022-22

B-3 TO B-5

Legend

CurrentZoning	M-1	R-2
B-3	PUD	R-3
B-5	R-1	

SITE PHOTOS

Case #Z22-22: "B-3" to "B-5"



View of the subject property looking south:



View of the surrounding property to the south (Z-Modular):



SITE PHOTOS

Case #Z22-22: "B-3" to "B-5"



View of the adjacent property to the southwest:



View of the adjacent property to the north (Bell County Juvenile Services):



MINUTES
PLANNING AND ZONING COMMISSION MEETING
April 18, 2022

CASE #Z22-22
“B-3” to “B-5”

HOLD a public hearing and consider a request submitted by Juli Bryan on behalf of Z-Modular, LLC (**Case #Z22-22**) to rezone approximately 16.038 acres out of the J. S. Wilder Survey, Abstract No. 912 from “B-3” (Local Business District) to “B-5” (Business District). The property is locally addressed as 4800 E. Rancier Avenue, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request, as the subject property is appropriately situated for the expansion of Z-Modular’s existing business.

Commissioner Minor stepped away from the Dias.

The agent, Ms. Juli Bryan, was present to represent this case.

Chairman Latham opened the public hearing.

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

Commissioner Alvarez made a motion to recommend approval of the request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 5 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 16.038 ACRES OUT OF THE J.S. WILDER SURVEY, ABSTRACT NO. 912, FROM “B-3” (LOCAL BUSINESS DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Juli Bryan, on behalf of Z-Modular, LLC, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 16.038 acres out of the J.S. Wilder Survey, Abstract No. 912, from “B-3” (Local Business District) to “B-5” (Business District), said request having been duly recommended for approval of “B-5” (Business District) by the Planning and Zoning Commission of the City of Killeen on the 18th day of April 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 24th day of May 2022, at the City Hall, City of Killeen;

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

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

SECTION I. That the zoning classification of approximately 16.038 acres out of the J.S. Wilder Survey, Abstract No. 912, be changed from “B-3” (Local Business District) to “B-5” (Business District), said request having been duly recommended for approval of “B-5” (Business District), for the property locally addressed as 4800 E. Rancier Avenue, 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 24th day of May 2022, 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:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #22-22

Ord. #22-____

CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



CASE #Z22-22: “B-3” TO “B-5”

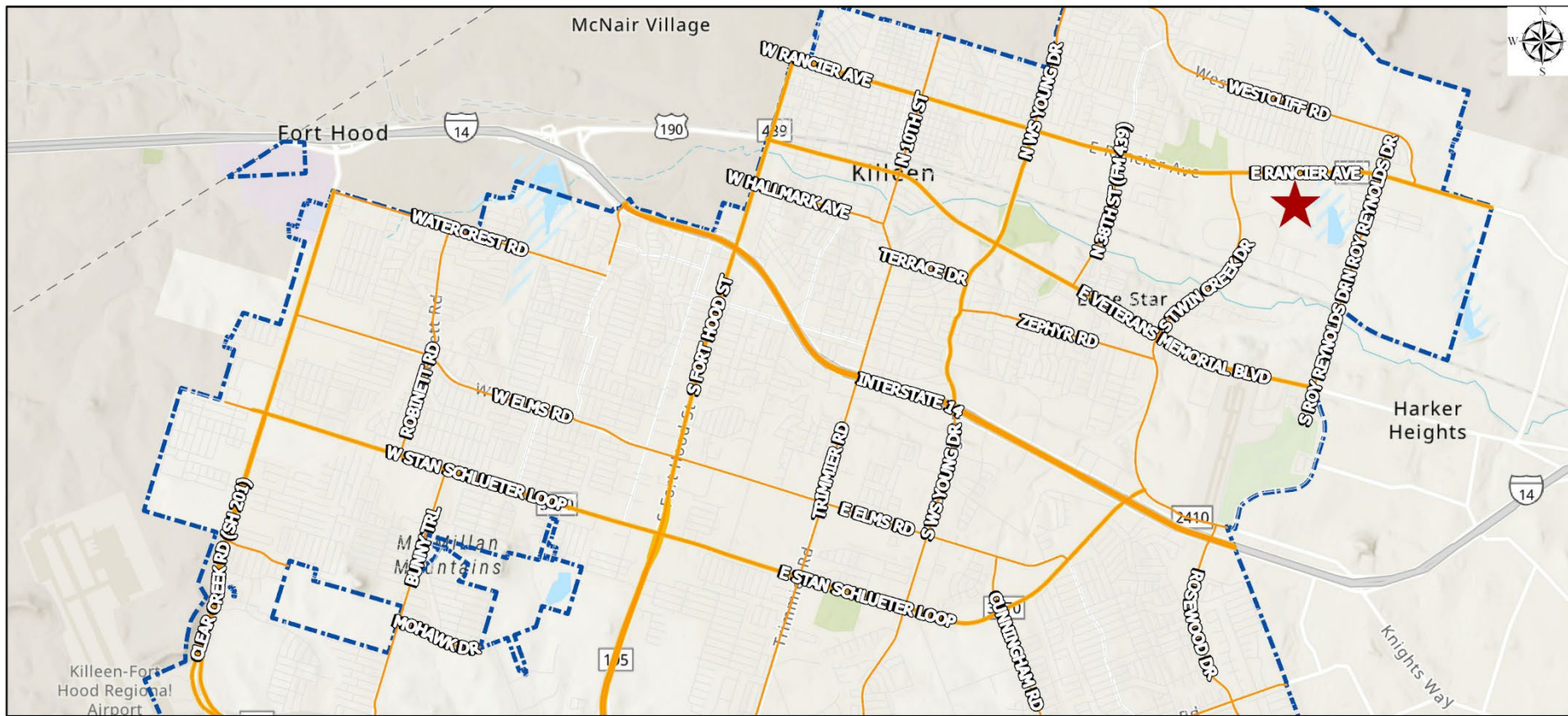
PH-22-040

May 17, 2022

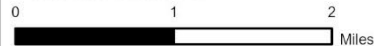
345

Case #Z22-22: “B-3” to “B-5”

- ❑ **HOLD** a public hearing and consider an ordinance requested by Juli Bryan on behalf of Z-Modular, LLC (**Case #Z22-22**), to rezone approximately 16.038 acres out of the J.S. Wilder Survey, Abstract No. 912, from “B-3” (Local Business District) to “B-5” (Business District).
- ❑ The property is locally addressed as 4800 E. Rancier Avenue, Killeen, Texas.



LOCATION MAP
Council District: 1



Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Zoning Case 2022-22

B-3 TO B-5

Legend

— Major Roads

--- City Limits

★ Zoning Case Location

347



AERIAL MAP

Council District: 1



Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Zoning Case 2022-22

B-3 TO B-5

Legend

 Citylimits

 Zoning Case 2022

Case #Z22-22: “B-3” to “B-5”

5

- If approved, the applicant intends to use the property for temporary storage of inventory. Assembled modules will be stored on the site before transportation to final construction sites across North America.
- The subject property is designated as ‘General Commercial’ (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Case #Z22-22: “B-3” to “B-5”

6

- The ‘General Commercial’ (GC) designation encourages the following development types:
 - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
 - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
 - ▣ Public/institutional; and
 - ▣ Parks and public spaces.
- This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

Staff Findings

7

- ❑ To the north of the subject property is the Bell County Juvenile Services facility, which is accessed via Rancier Ave.
- ❑ To the south of the subject property is the existing Z-Modular facility.
- ❑ To the east is the Soil Conservation Service Site 7 Reservoir, which is administered by the Central Texas Soil & Water Conservation District.
- ❑ To the west is undeveloped land zoned “B-3”.

Case #Z22-22: “B-3” to “B-5”

8

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA).
- The adjacent property to the east has a freshwater pond, which is associated with Caprice Ditch, as identified on the National Wetlands Inventory.



200' BUFFER - 6 PARCELS
400' BUFFER - 7 PARCELS

FLOODWAY MAP

Council District: 1

0 312.5 625

Feet

Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

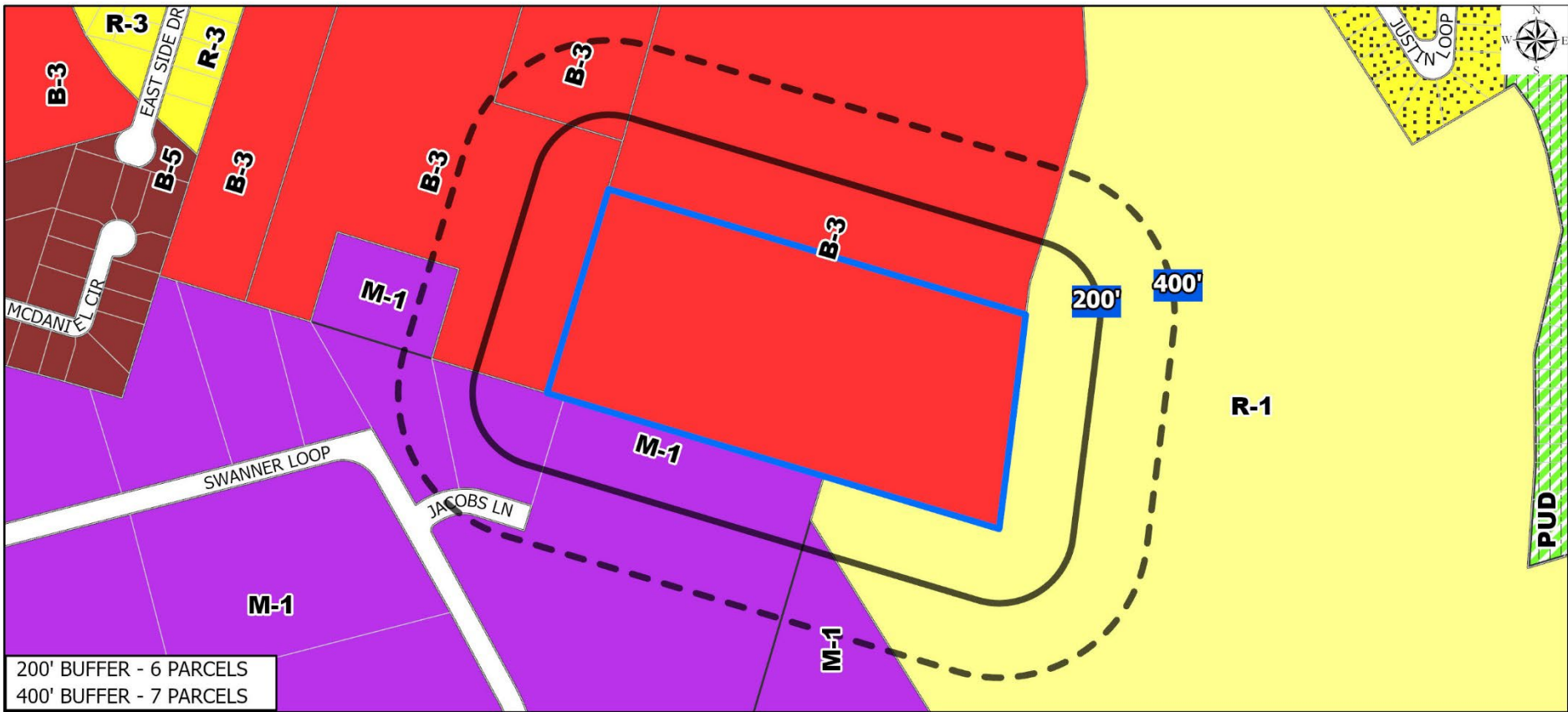
Zoning Case 2022-22

B-3 to B-5

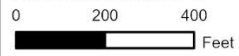
Legend

- Creeks
- FEMA Floodway
- FEMA Plain

353



ZONING MAP
Council District: 1



Zoning Case 2022-22

B-3 to B-5

Subject Property Legal Description: PART OF WOODS HEALTH CARE ADDITION, BLOCK 001, LOT 0001, ACRES 42.362

Case #Z22-22: “B-3” to “B-5”

11

View of the subject property looking south:



Case #Z22-22: “B-3” to “B-5”

12

Adjacent property to the south (Z-Modular), zoned “M-1”:



Case #Z22-22: “B-3” to “B-5”

13

Adjacent property to the southwest, zoned “M-1”:



Case #Z22-22: “B-3” to “B-5”

14

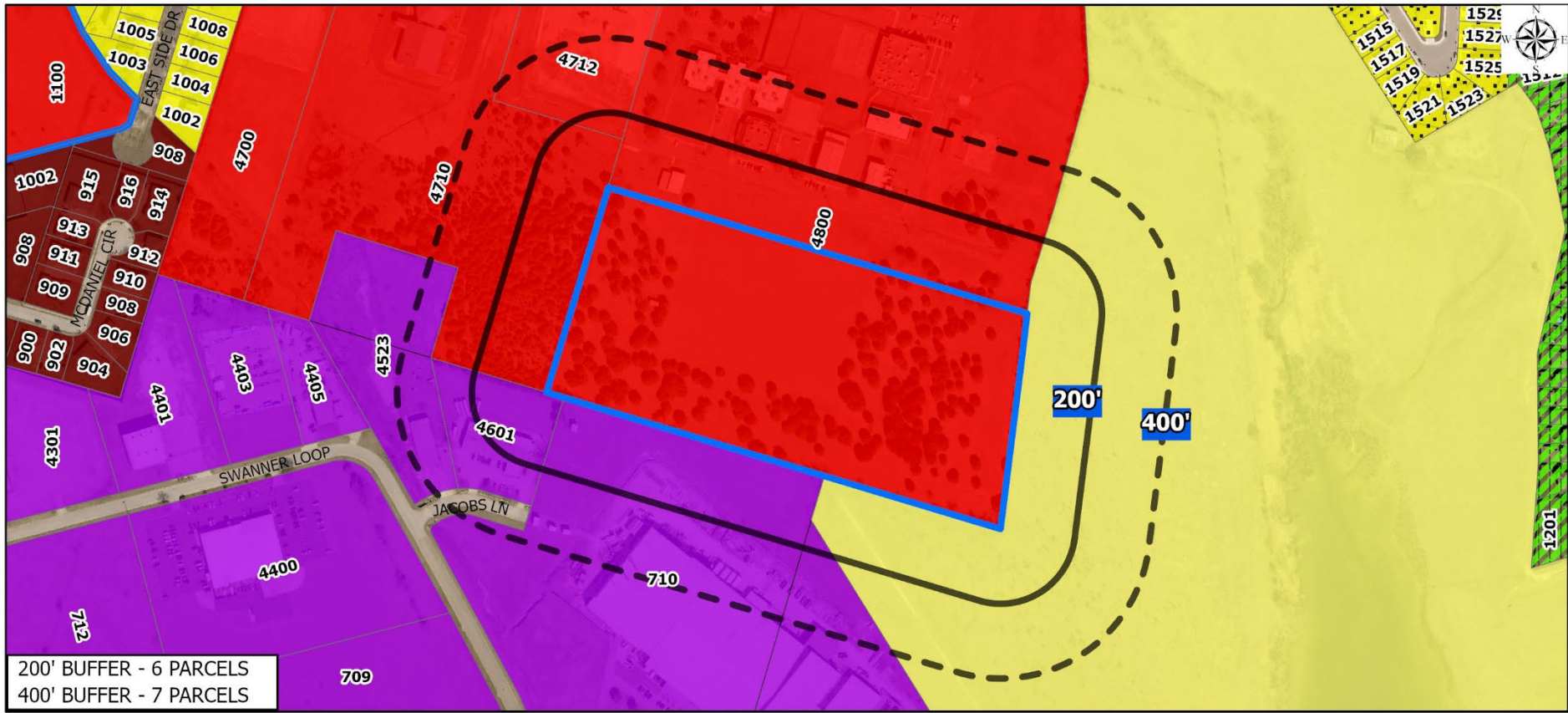
Adjacent property to the north (Bell County Juvenile Services), zoned “B-3”:



Public Notification

15

- Staff notified seven (7) surrounding property owners regarding this request.
- Of those notified, one (1) resides outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and six (6) property owners reside outside of Killeen.
- To date, staff has received no written responses regarding this request.



Alternatives

17

- ❑ The City Council has three (3) alternatives. The Council may:
 - ▣ Disapprove the applicant's zoning request;
 - ▣ Approve a more restrictive zoning district than requested by the applicant; or
 - ▣ Approve the applicant's zoning request as presented.

Staff Findings

18

- The property to the east, although zoned residential, is the Soil Conservation Service Site 7 Reservoir, which is administered by the Central Texas Soil & Water Conservation District.
- Therefore, staff finds that this area is unlikely to develop as residential.

Staff Findings

19

- ❑ The subject property has no access, except through the existing County facility.
- ❑ In the absence of the County's need to expand their Juvenile Services facilities, staff finds that the only reasonable use of the property is for the existing business to the south (Z-Modular) to expand northward.
- ❑ Staff is of the determination that the subject property is appropriately situated for the expansion of Z-Modular's existing business.

Staff Recommendation

20

- Therefore, staff recommends approval of the applicant's request to rezone the property from "B-3" (Local Business District) to "B-5" (Business District) as presented.

Commission Recommendation

21

- At their regular meeting on April 18, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0.



City of Killeen

Staff Report

File Number: DS-22-063

Discuss Firearms in City Limits

PART II - CODE OF ORDINANCES
Chapter 16 - MISCELLANEOUS PROVISIONS AND OFFENSES
ARTICLE II. - OFFENSES AGAINST PUBLIC SAFETY
DIVISION 2. WEAPONS

DIVISION 2. WEAPONS

Sec. 16-41. Definition.

For the purposes of this division the following words and phrases shall have the meanings respectively ascribed to them by this section:

Air powered weapon shall mean any paintball gun, BB gun, pellet gun, air rifle or air pistol.

Archery device shall mean any bow, compound bow, crossbow, crossbow pistol or any other device capable of firing an arrow or bolt.

Firearm shall mean any pistol, handgun, rifle or shotgun that fires a projectile through the combustion of gunpowder or propellant.

Indoor archery range shall mean a room, place or enclosure equipped with targets for practice with a bow, compound bow, crossbow, crossbow pistol or any other device capable of firing an arrow or bolt.

Indoor firing range shall mean a room, place or enclosure equipped with targets for practice with any BB gun, pellet gun, air rifle or pistol, gun, pistol or firearm of any description.

Permit holder shall mean the person to which a permit was issued or his guest(s). A person shall be assumed to be a guest if the permit holder is present at the permitted activity and consents to the person's presence or the person has written permission to participate in the permitted activity from the person to which the permit was issued. Written permission must include the name, date of birth and home address of the person being given permission.

Shooting gallery shall be as defined in section 5-51.

(Ord. No. 89-16, § III(7-6-5(A)), 2-14-89; Ord. No. 04-30, § I, 4-27-04)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 16-42. Penalty.

Unless stated otherwise, violations of this division shall be punished as provided in section 1-8.

Sec. 16-43. Discharge of firearms.

Except as otherwise regulated by state law and this division, it shall be unlawful to discharge, other than within an indoor firing range or shooting gallery, within the city limits a firearm of any description without first obtaining a permit from the city manager.

(Ord. No. 89-16, § III(7-6-5(B)), 2-14-89; Ord. No. 99-62, § I, 8-10-99; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-44. Discharge of air powered weapons or archery device.

1. It shall be unlawful to discharge any air powered weapon or archery device on locations zoned other than A agricultural, A-R1 agricultural single family residential or district B-5 business district as part of a business establishment.
2. It shall be unlawful to discharge any air powered weapon or archery device on locations of less than 5 acres in size.
3. It shall be unlawful to discharge an air-powered weapon or archery device in a manner not reasonably likely to contain the fired projectile to the property controlled by the property owner or agent.

(Ord. No. 89-16, § III(7-6-5(C)), 2-14-89; Ord. No. 99-62, § II, 8-10-99; Ord. No. 04-30, § I, 4-27-04; Ord. No. 18-048, § I, 12-18-18)

Sec. 16-45. Discharge of firearm near structures, buildings, roadways.

1. It shall be unlawful for any holder of a permit issued under this division to discharge any firearm within one hundred (100) yards of any occupied residence not owned or controlled by the property owner or his agent.
2. It shall be unlawful for any holder of a permit issued under this division to discharge a firearm on any property less than twenty five (25) acres in size. It is permissible for more than one property owner to join with another property owner in permitting contiguous properties to meet the minimum acreage requirements of this section.
3. It shall be unlawful for any holder of a permit issued under this division to discharge a firearm in a manner not reasonably likely to contain the fired projectile to the permitted property.

(Ord. No. 89-16, § III(7-6-5(E)), 2-14-89; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-46. Exceptions.

Sections 16-43, 16-44 and 16-45 do not apply to:

- a. a peace officer lawfully acting within in the scope of the peace officer's duties;
- b. an authorized agent, officer, employee or representative of a state or federal agency lawfully acting within the scope of that person's duties;
- c. a person acting in self defense;
- d. the discharge of any firearm that does not release a projectile as part of a demonstration at a special event, function or activity, or for signal or ceremonial purposes in athletic events, or by a military organization;
- e. The use of toy bows and soft rubber tipped arrows;
- f. A person acting in defense of livestock or crops.
- g. A discharge in the city's extraterritorial jurisdiction or in an area annexed by the city after September 1, 1981, if the weapon discharged is:
 - (1) A shotgun, air rifle or pistol, BB gun, or bow and arrow discharged:
 - (a) On a tract of land of ten (10) acres or more and more than one hundred fifty (150) feet from a residence or occupied building located on another property; and

-
- (b) Discharged in a manner not reasonably expected to cause a projectile to cross the boundary of the tract; or
 - (2) A center fire or rim fire rifle or pistol of any caliber discharged:
 - (a) On a tract of land of fifty (50) acres or more and more than three hundred (300) feet from a residence or occupied building located on another property; and
 - (b) In a manner not reasonably expected to cause a projectile to cross the boundary of the tract.

(Ord. No. 89-16, § III(7-6-5(E)), 2-14-89; Ord. No. 04-30, § I, 4-27-04; Ord. No. 18-048, § I, 12-18-18)

Sec. 16-47. Where permits prohibited.

Permits shall only be issued for locations that are zoned A agricultural or A-R1 agricultural single family residential. No permits shall be issued for areas that do not meet the area or distance requirements of this division.

(Ord. No. 89-16, § III(7-6-5(G)), 2-14-89; Ord. No. 99-62, § III, 8-10-99; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-48. Permits for hunting deer.

It shall be unlawful for a permit holder to hunt deer from an elevation less than 10' higher than the animal being hunted on locations less than 50 acres using a centerfire weapon .22 caliber or greater.

(Ord. No. 89-16, § III(7-6-5(H)), 2-14-89; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-49. Application for permit.

A person wishing to obtain a permit required by this division must file with the city manager's office an application containing the following information:

- (1) The name and address of the applicant;
- (2) A description of the property, including property line dimensions and total acreage of the property where the weapon will be discharged;
- (3) The name of the owner(s) of the property;
- (4) The type of the weapon to be used; i.e. rifle, shotgun or handgun, and whether it is a rimfire or centerfire caliber;
- (5) If the applicant is not the property owner(s), a document evidencing that the applicant has the permission of the owner to use the land; and
- (6) The purpose of discharging the weapon, and the time period requested, not to exceed one (1) year.

(Ord. No. 89-16, § III(7-6-5(I)), 2-14-89; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-50. Police review of application.

Upon receipt of an application for a permit required by this division, the city manager shall immediately forward same to the police department. The police department shall have seven (7) working days in which to review the application to determine whether:

-
- (1) Discharging a weapon in the location requested would affect public safety, health, or welfare; and
 - (2) The applicant has been convicted of a felony or falsified the application.
 - (3) The location must meet the minimum area and distance requirements of this division.

(Ord. No. 89-16, § III(7-6-5(J)), 2-14-89; Ord. No. 99-62, § IV, 8-10-99; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-51. Action on application.

Upon receiving the report from the police department, the city manager shall, based upon the police department's findings, act upon the application by either issuing or denying the permit, within 10 working days. If the city manager issues the permit, it shall designate a period that corresponds to the reason the permit is requested, but not to exceed one (1) year.

(Ord. No. 89-16, § III(7-6-5(K)), 2-14-89; Ord. No. 99-62, § V, 8-10-99)

Sec. 16-52. Possession, display of permit.

Approved permits issued under this division shall be carried on the permit holder's person at any time a firearm or other weapon is discharged or carried on the location that the permit describes, and shall be shown upon the demand of any peace officer.

(Ord. No. 89-16, § III(7-6-5(L)), 2-14-89)

Sec. 16-53. Revocation of permits.

- (a) A permit issued under this division may be seized by any police officer, and may be revoked by the chief of police, if:
 - (1) The permit holder fails to show the permit to a police officer upon request; or
 - (2) Complaints from an adjacent property owner or a law enforcement officer are received that allege unsafe weapon handling or discharge; or
 - (3) The permit holder is carrying or discharging a firearm of a type not specifically indicated on the permit; or
 - (4) The landowner requests revocation of all or specific permits issued for his land; or
 - (5) Violations of any of the restrictions in this division occur.
- (b) If the chief of police revokes a permit issued hereunder, he shall send to the permit holder, by certified mail, return-receipt requested, written notice of the revocation, the reason therefore, and the right to appeal.
- (c) The chief of police shall send a copy of the written notice of revocation to the city manager, who shall provide copies of such notice to the city council.
- (d) A permit holder who has his permit revoked shall not be issued another permit under this division for a period of ninety (90) days from the date of revocation for the first revocation and for a period of one year for any subsequent revocation.

(Ord. No. 89-16, § III(7-6-5(M)), 2-14-89; Ord. No. 04-30, § I, 4-27-04)

Sec. 16-54. Appeals procedure.

- (a) A permit applicant or holder may appeal the denial or revocation of a permit hereunder to the city council subject to the following requirements:
 - (1) The appeal must be in writing and filed with the city manager's office within five (5) working days of the denial or revocation action;
 - (2) The appeal must clearly set out the basis of such appeal;
 - (3) The hearing shall be scheduled for the next regular city council meeting no earlier than ten (10) days after receipt of the appeal from the city council to evaluate all evidence and testimony regarding the permit denial or revocation and appeal.
- (b) The city council shall formally act upon the appeal at the meeting and the city council's decision shall be binding on all parties.

(Ord. No. 89-16, § III(7-6-5(N)), 2-14-89; Ord. No. 99-62, § VI, 8-10-99)

Secs. 16-55—16-60. Reserved.

Texas Local Government Code

Sec. 229.002. REGULATION OF DISCHARGE OF WEAPON. A municipality may not apply a regulation relating to the discharge of firearms or other weapons in the extraterritorial jurisdiction of the municipality or in an area annexed by the municipality after September 1, 1981, if the firearm or other weapon is:

(1) a shotgun, air rifle or pistol, BB gun, or bow and arrow discharged:

(A) on a tract of land of 10 acres or more and more than 150 feet from a residence or occupied building located on another property; and

(B) in a manner not reasonably expected to cause a projectile to cross the boundary of the tract; or

(2) a center fire or rim fire rifle or pistol of any caliber discharged:

(A) on a tract of land of 50 acres or more and more than 300 feet from a residence or occupied building located on another property; and

(B) in a manner not reasonably expected to cause a projectile to cross the boundary of the tract.

Added by Acts 2005, 79th Leg., Ch. 18 (S.B. [734](#)), Sec. 4, eff. May 3, 2005.



FIREARMS IN THE CITY LIMITS

DS-22-063

May 17, 2022

373

Councilmember Request

2

A councilmember requested:

Review of 16-46 and, if it is deemed appropriate, amend the exceptions regarding discharge of firearms inside City limits. The comments on the form were directed at regulations in the ETJ and annexed areas.

Chapter 16, Article I, Division 2 - Weapons

3

□ 16-41 Definitions

- ▣ Firearm – any pistol, handgun, rifle or shotgun that fires a projectile through the combustion of gunpowder or propellant.

□ 16-43 Discharge of Firearms

- ▣ Except as otherwise regulated by state law and this division, it shall be unlawful to discharge, other than within an indoor firing range or shooting gallery, within the city limits a firearm of any description without first obtaining a permit from the City Manager.

Chapter 16, Article I, Division 2 - Weapons

4

□ 16-47 – Where Permits Prohibited

- Permits shall only be issued for locations that are zoned A agricultural and or AR-1 agricultural single family residential. No permits shall be issued for areas that do not meet the area or distance requirements of this division.

Chapter 16, Article I, Division 2 - Weapons

5

- 16-45 – Discharge of firearm near structures, buildings, roadways.
 1. It shall be unlawful for any holder of a permit issued under this division to discharge any firearm within one hundred (100) yards of any occupied residence not owned or controlled by the property owner or his agent.

Chapter 16, Article I, Division 2 - Weapons

6

□ 16-45 (Continued)

2. It shall be unlawful for any holder of a permit issued under this division to discharge a firearm on property less than twenty-five (25) acres in size. It is permissible for more than one property owner to join with another property owner in permitting contiguous properties to meet the minimum acreage requirements of this section.

Chapter 16, Article I, Division 2 - Weapons

7

□ 16-45 (Continued)

3. It shall be unlawful for any holder of a permit issued under this division to discharge a firearm in a manner not reasonably likely to contain the fired projectile to the permitted property.

Chapter 16, Article I, Division 2 - Weapons

8

□ 16-46 – Exceptions

- a. Peace officer in the scope of duties
- b. Agent/employee of federal agency in the scope of duties
- c. A person acting in self defense
- d. No projectile release – special event/ceremony
- e. Toy bows/rubber tipped arrows
- f. Defense of livestock or crops

Chapter 16, Article I, Division 2 - Weapons

9

Exceptions (continued)

- g. A discharge in the city's ETJ or in an area annexed by the city after September 1, 1981, of the weapon discharged is:
 - 1) A shotgun, air rifle or pistol, BB gun, or bow and arrow discharged:
 - a) On a tract of land of ten (10) acres or more and more than one hundred fifty (150) feet from a residence or occupied building located on another property; and
 - b) Discharged in a manner not reasonably expected to cause a projectile to cross the boundary of the tract; or
 - 2) A center fire or rim fire rifle or pistol of any caliber discharged:
 - a) On a tract of land of fifty (50) acres or more and more than three hundred (300) feet from a residence or occupied building on another property; and
 - b) In a manner not reasonably expected to cause a projectile to cross the boundary of the tract.

State Law

10

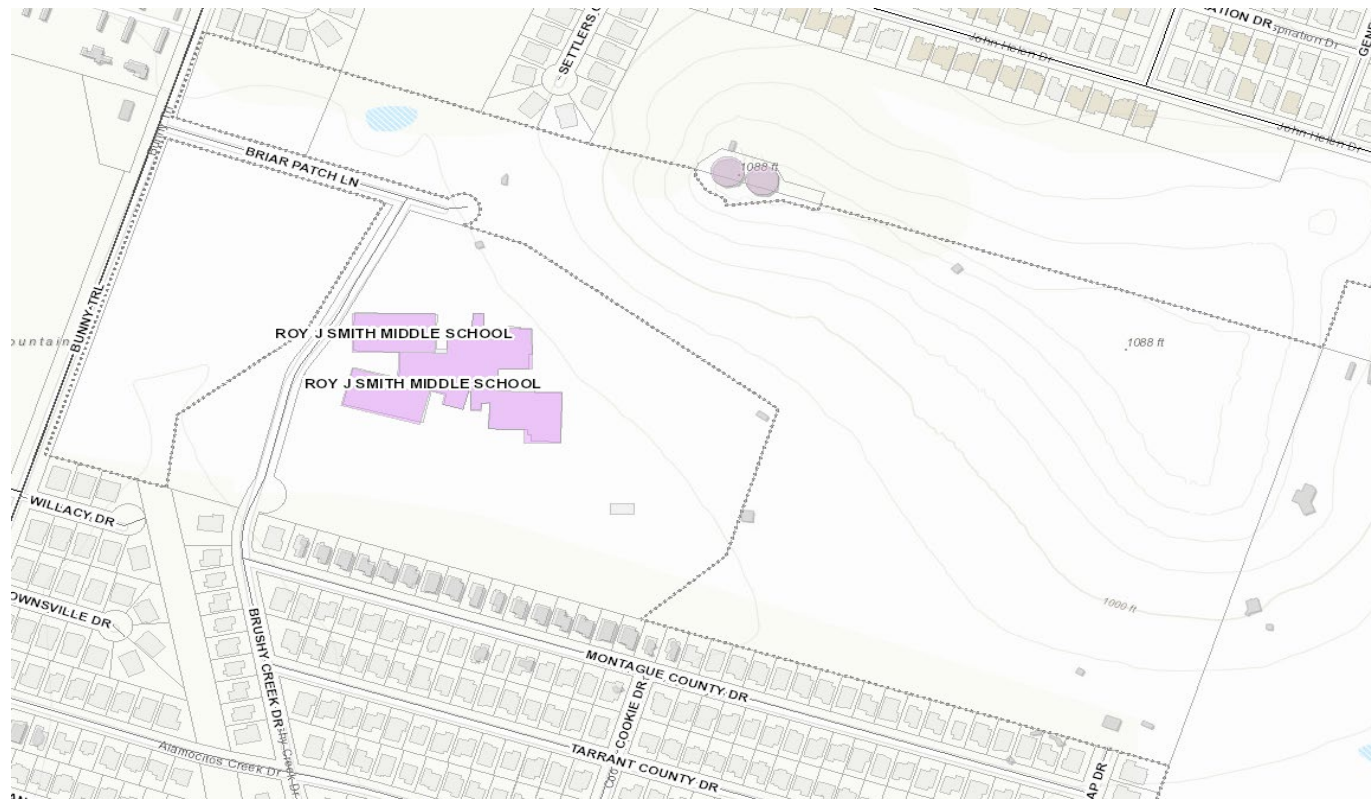
□ Texas Local Government Code §229.002

A municipality may not apply a regulation relating to the discharge of firearms or other weapons in the extraterritorial jurisdiction of the municipality or in an area annexed by the municipality after September 1, 1981, if the firearm or other weapon is:

- (1) a shotgun, air rifle or pistol, BB gun, or bow and arrow discharged:
 - (A) on a tract of land of 10 acres or more and more than 150 feet from a residence or occupied building located on another property; and
 - (B) in a manner not reasonably expected to cause a projectile to cross the boundary of the tract; or
- (2) a center fire or rim fire rifle or pistol of any caliber discharged:
 - (A) on a tract of land of 50 acres or more and more than 300 feet from a residence or occupied building located on another property; and
 - (B) in a manner not reasonably expected to cause a projectile to cross the boundary of the tract.

Example – Near Bunny Trail / 60.3 Acres

11





City of Killeen

Staff Report

File Number: DS-22-064

Discuss KEDC Structure Review

Regular	<u>09-22-20</u>
Item #	<u>RS-20-100</u>
CCM/R	<u>20-101R</u>

CITY COUNCIL MEMORANDUM FOR RESOLUTION

DATE: September 15, 2020

TO: Kent Cagle, City Manager

FROM: Tony D. McIlwain, AICP, CFM, Exec. Dir. of Planning and Dev. Svcs.

SUBJECT: Killeen Economic Development Corporation Agreement

BACKGROUND AND FINDINGS:

On November 30, 1990, the City of Killeen entered into an agreement with the Killeen Economic Development Corporation (KEDC) providing for economic development services. Since 1990, the City of Killeen has continued this collaboration which includes an annual appropriation to the KEDC. The City Council has authorized an allocation in the past of no less than the equivalent to two cents (2¢) of the net ad valorem tax collections each fiscal year. On September 11, 2018, City Council approved the current economic development agreement that set the annual allocation to a predetermined amount and covered the two-year period of October 1, 2018 to September 30, 2020. The proposed agreement is for a two-year term and provides funding for day-to-day operations, supplies, salaries, office rental, travel expenses and other administrative costs. Funding for this agreement has been included in the proposed budget in an amount of \$725,054. The City determines each year's allocation in consultation with the KEDC and sets out the responsibilities of the City and the KEDC, including provisions for the use of funds and financial reporting requirements.

THE ALTERNATIVES CONSIDERED:

Do not enter into an agreement with the KEDC;

Enter into an agreement with different terms or contribution amount with the KEDC; or

Enter into the submitted agreement with the KEDC.

Which alternative is recommended? Why?

Staff recommends that the City Council enter into the submitted agreement with the Killeen Economic Development Corporation. Economic development remains a high priority for the City and this agreement demonstrates the City's continued commitment to that effort.

CONFORMITY TO CITY POLICY:

This action conforms to Section 3-60, *Economic Development Partners' Roles and Expectation*, of the City's approved Economic Development Policy (Res. 19-007R).

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

The amount of the expenditure will be \$725,054 for the upcoming fiscal year. The City will determine each future year's allocation in consultation with the KEDC.

Is this a one-time or recurring expenditure?

Budget allocation for the KEDC is a recurring expenditure.

Is this expenditure budgeted?

The expenditure is allocated in the FY 20-21 budget with \$362,527 in account number 010-9501-491.44-92 and \$362,527 in account number 550-9501-491.44-92.

If not, where will the money come from?

There is no other identified funding source.

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

Yes, upon adoption of the FY 20-21 budget.

RECOMMENDATION:

Staff recommends that the City Council approve the two-year agreement with the KEDC and set the FY 2020-21 budget allocation in the amount of \$725,054.

DEPARTMENTAL CLEARANCES:

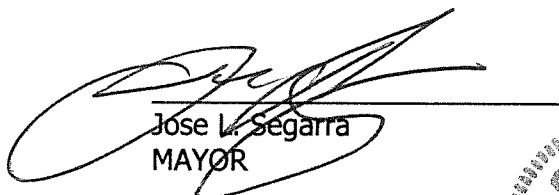
Finance
Legal

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

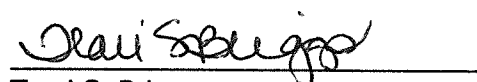
That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 22nd day of September, 2020, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

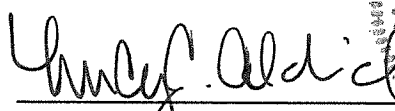
APPROVED

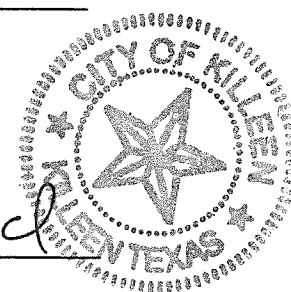

 Jose L. Segarra
 MAYOR

APPROVED AS TO FORM:


 Traci S. Briggs
 CITY ATTORNEY

ATTEST:


 Lucy C. Aldrich
 CITY SECRETARY



CITY COUNCIL MEMORANDUM FOR RESOLUTION

DATE: January 9, 2018
TO: Ronald L. Olson, City Manager
VIA: Kathy Davis, City Attorney
FROM: Traci S. Briggs, Deputy City Attorney
SUBJECT: Revisions to the KEDC bylaws

BACKGROUND AND FINDINGS:

On August 14, 1990, the Killeen City Council authorized the creation the Killeen Economic Development Corporation (KEDC), a nonprofit corporation to act on behalf of the city to promote and develop commercial, industrial and manufacturing enterprises that promote and encourage employment and the public welfare. (90-65R)

KEDC staff approached city staff to develop revisions to the bylaws. Following are the substantive changes:

- Section 3.02 is modified so that the number of directors can be increased or decreased by the city council rather than by amending the bylaws.
- In various sections, the timeframes for notice of a meeting are reduced to seventy-two (72) hours rather than five to ten days. Also, the legal reference to the Texas Open Meetings Act is updated.
- Section 5.02 clarifies that the KEDC chairman has the authority to designate members of committees.
- Section 5.05 directs the Treasurer to cause the Executive Director to keep full and accurate accounts, rather than having the Secretary do so.
- Revised section 6.01 allows notices to be sent by email.

The KEDC bylaws provide that they may only be amended or altered if approved by a vote of two-thirds (2/3) of the KEDC directors attending the meeting where revisions are presented, and further approved by the City Council. The KEDC Board of Directors approved the proposed amendments at a regular meeting on October 31, 2017.

THE ALTERNATIVES CONSIDERED:

The options are to approve the revisions approved by the KEDC Board of Directors, reject the revisions or propose additional revisions.

Which alternative is recommended? Why?

Staff recommends approving the revisions approved by the KEDC Board of Directors. Staff was able to review the changes before they went to the Board and was able to make suggestions, which the Board accepted. Staff believes the revisions are fairly minor and is does not believe any further revisions are needed at this time.

CONFORMITY TO CITY POLICY:

The revisions to the KEDC bylaws conform to city policy.

FINANCIAL IMPACT:

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

There is no fiscal impact associated with this action.

Is this a one-time or recurring expenditure?

N/A

Is this 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 expenditure?

N/A

RECOMMENDATION:

The KEDC Board of Directors and city staff recommend approval of the proposed revisions to the KEDC bylaws.

DEPARTMENTAL CLEARANCES:

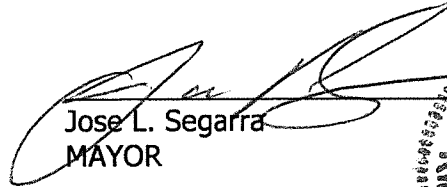
City Attorney

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

That the above stated recommendation is hereby approved and authorized.

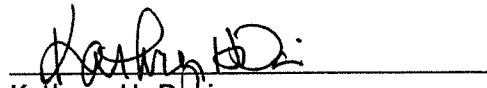
PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 16th day of January, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

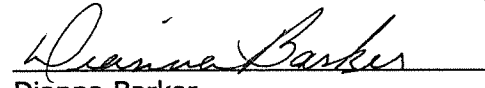

Jose L. Segarra
MAYOR



APPROVED AS TO FORM:


Kathryn H. Davis
CITY ATTORNEY

ATTEST:


Dianna Barker
CITY SECRETARY

KILLEEN ECONOMIC DEVELOPMENT CORPORATION (KEDC)
(A Texas Non-Profit Corporation)

BYLAWS

ARTICLE I. GENERAL PROVISIONS

Section 1.01. Nonprofit Corporation. The Corporation shall be a nonprofit corporation, and no part of its net earnings remaining after payment of its expenses shall inure to the benefit of any individual, firm or corporation, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation issued finance all or part of the cost of a project, then any net earnings of the Corporation thereafter accruing with respect to said project shall, upon corporate dissolution, be paid to the City of Killeen.

Section 1.02. "Governing Body" Defined. As used in these Bylaws, "Governing Body" shall mean the City Council of the City of Killeen.

Section 1.03. Approval or Advice and Consent of the Governing Body. To the extent that these Bylaws refer to any approval by the Governing Body or refer to advice and consent by the Governing Body, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by the Governing Body.

Section 1.04. Principal Offices. The principal office shall be in the City of Killeen, Bell County, Texas. The Corporation may establish other offices in such other places as the Board of Directors may from time to time determine and as the affairs and activities of the Corporation may require.

Section 1.05. Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Corporation in the state of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. ADMINISTRATION

Section 2.01. Class of Members. The Corporation shall have no members. All management and administration of the corporation shall be vested in its Board of Directors.

ARTICLE III. DIRECTORS

Section 3.01. Powers. The business affairs and activities of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation

and do all such lawful acts and things as are not prohibited by statute, the Articles of Incorporation or these Bylaws.

Section 3.02. Number. The Corporation shall consist of nine (9) directors. The number of directors may be increased or decreased by the Governing Body.

Section 3.03. Appointment. The nine (9) directors shall be appointed by the Governing Body as provided for in these Bylaws. There shall be three (3) directors nominated by and representing each of the following organizations: Three (3) from the City of Killeen Mayor and City Council, three (3) from the Greater Killeen Chamber of Commerce, and three (3) from the Killeen Industrial Foundation.

Section 3.04. Term of Office. The nine (9) directors shall initially serve for staggered terms: one director from each represented organization for one (1) year, one director from each represented organization for two (2) years, and one director from each represented organization for three (3) years. The initial term for directors within each represented organization shall be determined by drawing lots or some similar random selection method.

Subsequent directors shall serve for a term of three (3) years or until his or her successor is duly elected and qualified. No director shall serve more than two (2) consecutive terms.

The terms of the appointed representatives will expire September 30th and the new term will begin October 1st to coincide with the fiscal year of the city and so that KEDC is in agreement with the committee terms of the Killeen City Council.

Section 3.05. Advisory Members. Advisory directors may be appointed by the Governing Body as ex officio members of KEDC. Advisory directors shall be non-voting members and shall not be counted when considering the constitution of a quorum.

In accordance with Section 5.01, if no director is qualified to serve as Treasurer, a Treasurer may be named by the Governing Body as an Advisory Director to serve as an ex officio, non-voting advisory member of KEDC and shall serve at the pleasure of the Governing Body for a term not less than one (1) year or more than three (3) years.

Section 3.06. Meetings.

- (A) Open Meetings. All meeting of the Board of Directors shall be conducted in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.
- (B) Place of Meetings. The Board of Directors may hold meetings, both regular and special, within the State of Texas.

- (C) Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such time and place as the Board of Directors or President shall determine. Notice of meetings of the Board shall be given at least seventy-two (72) hours before the meeting and notice may be by mail or e-mail.
- (D) Annual Meetings. The annual meeting of the Corporation shall be in October of each year.
- (E) Special Meetings. Special meetings of the Corporation may be called by the President, or by the Secretary, or upon the written request of twenty-five percent (25%) of the directors, or upon advice of or request by the Governing Body. Notice of special meetings shall be given at least seventy-two (72) hours prior to a meeting in writing or by e-mail.
- (F) Emergency Meetings. Emergency meetings may be called with an abbreviated notice period in cases of emergency or urgent public necessity in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.. By law, cases of emergency or urgent public necessity are limited to imminent threats to public health and safety or reasonably unforeseeable situations requiring immediate action by the Board of Directors.
- (G) Public Notice. Written notice of the date, hour, place and subject of each meeting of the Corporation has to be posted at such times and in such places as notice of each meeting of the Governing Body is posted, all as prescribed by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended..

Section 3.07. Vacancies. Any vacancy occurring among the Board of Directors, whether caused by death, disability, resignation, disqualification, removal from office, or any new director position created by an increase in the authorized number of directors, or otherwise, may be filled by the Governing Body, and the director so appointed shall hold office for the unexpired term of their predecessors or, if there be no predecessors, until their successors shall be duly appointed and qualified. The replacement member shall be selected from the represented organizations so as to maintain the Board of Director composition prescribed in Section 3.03.

Section 3.08. Removal. Any director may be removed from his position by the Governing Body, for cause or at will.

Section 3.09. Quorum. At all meetings of the Board of Directors, the presence of a majority of the directors, then in office, shall be necessary and sufficient to constitute a quorum for the conduct of the affairs of the Corporation and the act of a majority of such directors present at any meeting at which there is a quorum shall be the act of the

Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.10. Compensation. Directors, as such, shall not receive any stated compensation for their services as directors; provided, however, that nothing in these Bylaws shall be construed to preclude any director from serving the Corporation in any other capacity and from receiving compensation or reimbursement for all reasonable and necessary expenses as authorized by the Board of Directors.

Section 3.11. Procedure. Meetings shall be conducted in accordance with Robert's Revised Rules of Order, or such other rules of procedure as may be adopted from time to time by a majority vote of the Board of Directors. The President may designate a Parliamentarian to resolve questions of appropriate procedure. Unless otherwise specified in these Bylaws, or required by law, a simple majority of those directors present shall be required to constitute the action of the Board of Directors. Full minutes shall be kept of all motions, votes and resolutions, and, at the request of the President or of any director, of any other discussion or transaction. Negative votes on all ballots will be recorded. Any matters brought to the Board of Directors shall be disposed of as expeditiously as possible and shall remain on the agenda for each regular meeting until so disposed.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The President, Vice-President, Secretary, Treasurer and any other director so designated by the President shall constitute the Executive Committee. The President, or his designee, shall preside at all meetings of the Executive Committee. The Executive Committee shall, upon resolution adopted by a majority of the voting directors, have and may exercise all of the authority of the Board of Directors in the management of the Corporation.

Section 4.02. Special Committees. The President may designate one or more special committees, each to have the name, membership, duties and responsibilities designated by the President. Special committees shall consist of a chairman and other members, none of whom needs to be directors of KEDC except where otherwise directed at the time of the creation of any such committee.

ARTICLE V. OFFICERS.

Section 5.01. Enumeration and Election. The officers shall be elected at the Corporation's annual meeting. The officers shall consist of a President, Vice-President, a Secretary and a Treasurer. Where a majority of the Board of Directors are of the opinion that no current member is adequately qualified to serve as Treasurer, the Board of Directors may seek to have a treasurer appointed by the Governing Body as an

Advisory Director, to be a non-voting, ex officio member of the Board of Directors in accordance with Section 3.05. Such other officers and assistant officers as may be deemed necessary may be elected by the Board of Directors. The officers shall be elected for a one (1) year term, which term shall commence upon the election of the officers and shall serve until their successors are duly elected. Notice of the meeting where an officer is to be removed or to fill the vacancy of an officer shall be given at least seventy-two (72) hours before the meeting. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise shall be filled by a vote of the majority of the directors present and voting at a meeting at which a quorum exists, provided that notice of intention to act upon the question of electing such officer shall have been given to each director at least seventy-two (72) hours before the date of the meeting.

Section 5.02. President. The President shall preside at all meetings of the Board of Directors and the Executive Committee and shall be an ex officio member of all other committees that may be created. The President shall have the power to call special meetings of the Board of Directors, designate and populate committees, appoint committee chairs, make and sign deeds, mortgages, contracts and agreements in the name of and on behalf of the corporation, and shall generally do and perform all acts incident to the office of President, all of which shall be subject to the direction and review of the Board of Directors. In addition to the powers and duties of this Section 5.02, the President shall perform such other duties as the Board of Directors shall prescribe.

Section 5.03. Vice-President. In the absence of the President or in the event of the President's inability to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned by the President or Board of Directors.

Section 5.04. Secretary. The Secretary shall attend all meetings of the Board of Directors and be responsible for recording and retaining all proceedings of the meetings of the Corporation and of the Board of Directors and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of special meetings of the Board of Directors and shall perform such other as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary shall be. The Secretary shall insure that the seal is kept in safe custody. When authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer, which may be a facsimile. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to the Secretary by the Board of Directors, or by the President. In the absence of the Secretary, the President may appoint a director present to act in the Secretary's place for that meeting.

Section 5.05. Treasurer. The Treasurer shall cause the Executive Director to keep full and accurate accounts. In general, the Treasurer shall oversee all duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to the Treasurer by the the Board of Directors or by the President.

ARTICLE VI. NOTICES

Section 6.01. Notice. Whenever under the provisions of the statutes or of the Articles of Incorporation or these Bylaws, notice is required to be given to any director, it shall not be construed to require personal notice, but such notice shall be given in writing, by regular mail or by e-mail, addressed to such director at such address as appears on the books of the Corporation, and such notice shall be deemed to be given at the same time when the same shall be thus dispatched.

Section 6.02. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or the Articles of Incorporation, or by these Bylaws, a waiver in writing signed by the person or persons entitled to said notice, whether before or after the time stated, shall be deemed equivalent.

Section 6.03. Public Notice. Written notice of the date, hour, place and subject of each meeting of the Board of Directors shall be posted at such times and in such places as the notice of each meeting of the Governing Body of the organization is posted, all as prescribed by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

ARTICLE VII. EXECUTIVE DIRECTOR

Section 7.01. Powers and Duties. The Board of Directors shall appoint an Executive Director who shall have the authority, power and responsibility to implement the policies and the actions of the Board of Directors, subject to the direction and review of the Board of Directors, and who shall perform such other duties as the Board of Directors shall prescribe. The Executive Director shall receive such compensation as the Board of Directors shall determine, and the Executive Director may be removed at any time by the Board of Directors with or without cause.

The Executive Director shall not be a member of the Board of Directors, but shall, unless otherwise directed by the Board of Directors, attend meetings in a non-voting or ex officio capacity. The Executive Director shall also meet with and advise the committees of the Corporation, as appropriate.

ARTICLE VIII. INDEMNIFICATION

Section 8.01. Indemnification Procedure.

- (A) The Corporation shall indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person

is or was a director, officer, employee or agent of the Corporation if it is determined in accordance with Subsection E of this Section that the person:

- (1) conducted himself in good faith;
 - (2) reasonably believed:
 - (a) in the case of conduct in his official capacity as a director, officer, employee or agent of the Corporation, that his conduct was in the Corporation's best interest; and
 - (b) in all other cases, that his conduct was at least not opposed to the Corporation's best interests; and
 - (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.
- (B) A person described in Subsection A of this Section shall not be indemnified for obligations resulting from a proceeding:
- (1) in which the person is found liable on the basis that personal benefit was improperly received by that person, whether or not the benefit resulted from an action taken in the person's official capacity; or
 - (2) in which the person is found liable to the Corporation.
- (C) The termination of a proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements set forth in Subsection A of this Section.
- (D) A person shall be indemnified under Subsection A of this Section against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the proceeding was brought by or in behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.
- (E) A determination of indemnification under Subsection A of this Section must be made:
- (1) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
 - (2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by

a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;

- (3) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in Paragraph (1) or (2) of this Subsection, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
 - (4) by the directors in a vote that excludes the vote of any directors who are named defendants or respondents in the proceeding.
- (F) Authorization of indemnification and determination as to reasonableness of expense must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by Paragraph (3) of Subsection E of this Section for the selection of special legal counsel.
- (G) The Corporation shall indemnify directors, officers, employees and agents of the Corporation against reasonable expenses incurred by them in connection with a proceeding in which they are named a defendant or respondent because they are or were acting in such capacity if they have been wholly successful, on the merits or otherwise, in the defense of the proceedings.
- (H) If, in the suit for the indemnification required by Subsection G of this Section, a court of competent jurisdiction determines that the director, officer, agent or employee is entitled to indemnification under such Subsection, the court shall order indemnification and shall award to such person the expenses incurred in securing the indemnification.
- (I) If, upon application of a director, officer, employee or agent of the Corporation, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that such person is fairly and reasonably entitled indemnification in view of all the relevant circumstances, whether or not that director has met the requirements set forth in Subsection A of this Section or has been adjudged liable in the circumstances, whether or not he has met the requirements set forth in Subsection A of this Section or has been adjudged liable in the circumstances described by Subsection B of this Section, the court may order the indemnification that the court determines is proper and equitable. The court shall limit indemnification to reasonable expenses if the proceeding is brought by or in behalf of the corporation or if such person is found liable on the that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity.

- (J) Reasonable expenses incurred by a director, officer, employee or agent who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding after:
- (1) the Corporation receives a written affirmation by such person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section and a written undertaking by or on behalf of such person to repay the amount paid or reimbursed if it is ultimately determined that he has not met those requirements; and
 - (2) a determination that the facts when known to those making the determination would not preclude indemnification under this Section. Determinations and authorizations of payments under this Subsection must be made in the manner specified by Subsection E of this Section for determining that indemnification is permissible.
- (K) As may be provided by specific action of the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is, or was, a director, officer, employee or agent of the Corporation against any liability asserted against that director and incurred by that director in such a capacity or arising out of that director's status as such a person, whether or not the Corporation would have the power to indemnify that director against the liability under this Section.

ARTICLE IX. GENERAL PROVISIONS: SPECIAL CORPORATE ACT

Section 9.01. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 9.02. Endorsement of Securities. Subject always to the specific directions of the Board of Directors, any security or securities owned by the Corporation may be endorsed for sale or transfer in the name of the Corporation by the President and attested by the Secretary under the corporate seal.

Section 9.03. Voting of Securities Owned by Corporation. Subject always to the specific directions of the Board of Directors, any security or securities owned by the Corporation may be voted at any stockholders' meeting of such other corporation by the President of the Corporation. Whenever, in the judgment of the President, it shall be desirable for the Corporation to execute a proxy or give a stockholder's consent with respect to any security or securities issued by an other corporation and owned by the Corporation, such proxy or consent shall be executed in the name of the Corporation by the President and shall be attested by the Secretary of the Corporation under the corporate seal without necessity of

any authorization by the Board of Directors. Any person or persons designated in the manner above stated as the proxy or proxies of the Corporation shall have full right, power and authority to vote the security or securities issued by such other corporation and owned by the Corporation, the same as such security or securities might be voted by the Corporation.

Section 9.04. Checks and Drafts. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. In the absence of such designation by the Board of Directors, such instruments shall be signed by any two officers of the Corporation.

Section 9.05. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 9.06. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

Section 9.07. Annual Statement. The President or Executive Director shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

Section 9.08. Seal. The corporate seal shall have inscribed on it the name of the corporation and may have inscribed on it the word, "Corporate Seal, Texas" and the year of the Corporation's organization. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 9.09. Fiscal Year. The fiscal year of the Corporation shall end on September 30th.

Section 9.10. Audit. The accounts of the Corporation shall be audited, or subjected to a financial review, annually by independent public accountants selected by the Board of Directors.

Section 9.11. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors. All books and records of the Corporation may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X. PROVISIONS REGARDING BYLAWS

Section 10.01. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the approval of these Bylaws by the Governing Body; and,
- (2) the adoption of these Bylaws by the Board of Directors.

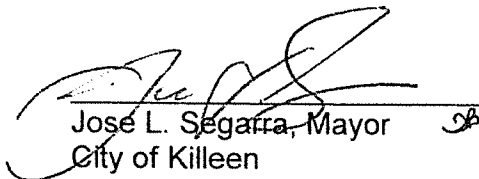
Section 10.02. Amendment of the Bylaws. These Bylaws may be altered, amended or repealed at any regular or special meeting of the Board of Directors (provided notice of the proposed change is contained in the notice of such regular or special meeting) by the affirmative vote of two-thirds (2/3) of the directors who are present and voting at such meeting at which a quorum is present; and provided further, however, that any such alteration, amendment or substitute Bylaws be consistent in all respects with the Articles of Incorporation of the Corporation and shall be approved by the Governing Body.

AMENDED & APPROVED



Charlie Watts, President
Killeen Economic Development Corporation

ACCEPTED & APPROVED
By the Killeen City Council
January 16, 2018



Jose L. Segarra, Mayor
City of Killeen



City of Killeen

Staff Report

File Number: DS-22-065

Discuss Summer Youth Employment Program



City of Killeen

Staff Report

File Number: DS-22-066

Discuss Solid Waste Employee Pay Increase



SOLID WASTE PAY INCREASE

DS-22-066

May 17, 2022

404

Background and Findings

- ❑ Solid Waste collection is a vital service offered by the City to ensure that waste is collected and disposed of in an environmentally sound, cost-effective, and safe manner.
- ❑ New licensing requirements by the Department of Transportation (DOT) that went into effect February 7, 2022, requires new Commercial Driver's License (CDL) applicants to attend an accredited driving school in order to get a CDL permit and/or license.
- ❑ Current CDL holders are in high demand throughout the country due to the new DOT requirements. Many companies are offering higher pay, sign on bonuses, and other incentives for drivers.

Background and Findings Cont.

3

- The Solid Waste Division has experienced an unusually high turnover rate the last 12 months; largely due to pay and long work hours (staff shortage). There are 44 position allocations for Equipment Operators and Solid Waste Workers. Current vacancies are:
 - ▣ 17 Equipment Operators
 - ▣ 1 Solid Waste Worker
- National average for residential waste collection per driver is 800 – 850 containers a day; currently our drivers are collecting 1,200 – 1,300 a day.
- Equipment operators are averaging 12 hours a day in order to service all residential containers. Often, additional services such as brush and bulk item collection are not completed daily.

Background and Findings Cont.

4

- ❑ The City of Killeen has conducted a salary study and will be proposing salary adjustments to several positions citywide in the FY23 Budget which includes Solid Waste Equipment Operators and Service Workers.
- ❑ Two adjustments can be made to assist with the turnover currently happening in Solid Waste.
 - ❑ Implement the pay increase effective immediately
 - ❑ Implement suspension of bulk collection services through FY22, while still offering the 300 pounds free disposal at the transfer station
- ❑ Suspending bulk collection services will allow reallocation of four (4) equipment operators to assist with the collection of automated container waste system.



5

Residential waste on collection day in Killeen

Examples of bulk and overloaded containers that the Equipment Operators and Solid Waste Workers are collecting weekly.



6

Residential waste on collection day in neighboring city

A neighboring city on collection day with a fully automated system. Residents are provided a drop off location for all bulk, brush, and recycling.

Budget Information

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Positions	Current Pay Grade	Current Annual Rate	Current Hourly Rate
Equipment Operator	15	\$31,711 - \$47,566	\$15.25 - \$22.87
Service Worker	12	\$29,884 - \$44,825	\$14.37 - \$21.55

Positions	Proposed Pay Grade	Proposed Pay Scale	Proposed Hourly Rate
Equipment Operator	19	\$36,091 - \$54,138	\$17.35 - \$26.03
Service Worker	15	\$31,711 - \$47,566	\$15.25 - \$22.87

Funds as of 5/5/22	FY22 Budget	FY22 Year to Date	FY22 Remaining	FY22 Hire Lag	FY22 Pay Increase
Residential 540-3460	\$2,367,008	\$1,156,003	\$1,211,005	\$224,752	\$83,354
Commercial 540-3465	\$1,433,391	\$723,358	\$710,033	\$710,033	\$33,614

Recommendation

8

- City staff is recommending that City Council authorize the pay increase for Solid Waste Equipment Operators and Service Workers be implemented effective the first day of the next pay period and furthermore, suspend curbside bulk collection for the remainder of the fiscal year; encouraging the citizens to utilize the 300 pounds per month free disposal at the transfer station.



City of Killeen

Staff Report

File Number: DS-22-067

Discuss Annual Review of Governing Standards and Expectations



City of Killeen

Staff Report

File Number: DS-22-068

Discuss Moving Special City Council Workshop Scheduled for May 21, 2022