



City of Killeen

Agenda

City Council Workshop

Tuesday, August 2, 2016

4:00 PM

Utility Collections
Conference Room
210 West Avenue C
Killeen, Texas 76541

Items for Discussion at Workshop

- [DS-16-104](#) Discuss Agenda Items for the Regular City Council Meeting of August 9, 2016
- [DS-16-105](#) Discuss the Employment, Evaluation and Duties of the Interim City Manager, Lillian Ann Farris
- [DS-16-106](#) Discuss Basics of Open Meetings
- [DS-16-107](#) Update - City Manager Search Process
- [DS-16-108](#) Discuss Metropolitan Transportation Plan (MTP) Prioritization Schedule
- [DS-16-109](#) Discuss Residency Requirements for Police and Fire
- [DS-16-110](#) Discuss Potential Revenue Tools:
 - Pavement Condition Assessment
 - Transportation Utility Fund
 - Impact Fees
 - Rate Models
 - Water/Sewer
 - Solid Waste
 - Drainage
 - Ad Valorem Taxes
 - Red Light Program
 - Fund Balance
 - Enterprise Funds
- [DS-16-111](#) Discuss FY 16-17 Proposed Budget to Include:
 - Public Works
 - Aviation
 - Recovery Plan

Items for Regular City Council Meeting of August 9, 2016

Minutes

[MN-16-019](#) Consider Minutes of Regular City Council Meeting of July 26, 2016.

Attachments: [Minutes](#)
[Statement for Record - Johnson](#)

Resolutions

[RS-16-064](#) Consider a memorandum/resolution authorizing the procurement of nine (9) fully-equipped police vehicles.

Attachments: [Council Memorandum](#)
[Explorer Quote](#)
[K9 Quote](#)
[Graphics Quote](#)
[Certificate of Interested Parties](#)

[RS-16-065](#) Consider a memorandum/resolution authorizing the procurement of forty-two (42) vehicles within the FY16 Fleet Replacement Plan budget.

Attachments: [Council Memorandum](#)
[Bid 16-16 Replacements](#)
[Certificate of Interested Parties](#)

[RS-16-084](#) Consider a memorandum/resolution appointing Council Members to various boards, commissions, and commissions sub-committees.

Attachments: [Council Memorandum](#)

[RS-16-086](#) Consider a memorandum/resolution authorizing the acceptance of the 2015 Assistance to Firefighting Grant.

Attachments: [Council Memorandum](#)

[RS-16-087](#) Consider a memorandum/resolution awarding Bid No. 16-15 for the Stewart Neighborhood Sidewalk Reconstruction Project.

Attachments: [Council Memorandum](#)
[Bid Analysis](#)
[Certificate of Interested Parties](#)

[RS-16-088](#) Consider a memorandum/resolution approving the abandonment of a .136 acre water main utility easement affecting the property currently approved as The Landing at Clear Creek Phase Four subdivision plat. The easement is located east of Clear Creek Road (S.H. 201) along the north right-of-way of Mohawk Drive, north of Nyla Drive.

Attachments: [Council Memorandum](#)

[Application](#)

[Exhibit](#)

[Location map](#)

[QuitClaim Deed](#)

[RS-16-089](#)

Consider a memorandum/resolution approving a Killeen Economic Development Corporation performance agreement in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.

Attachments: [Council Memorandum](#)

[Performance Agreement](#)

[Appendix 1](#)

[Appendix 2](#)

[RS-16-090](#)

Consider a memorandum/resolution approving a sole source contract with KAYA Associates, Inc. in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.

Attachments: [Council Memorandum](#)

[Letter of Agreement](#)

[Exhibit A](#)

[Exhibit B](#)

[Sole Source Letter](#)

[Certificate of Interested Parties](#)

[RS-16-091](#)

Consider a memorandum/resolution authorizing the procurement of an Automated Time Keeping System - ExecuTime.

Attachments: [Council Memorandum](#)

[SunGard - Executime Quote](#)

[Sole Source Letter](#)

[Certificate of Interested Parties](#)

[RS-16-092](#)

Consider a memorandum/resolution authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Killeen, Texas, combination tax and revenue certificates of obligation.

Attachments: [Council Memorandum](#)

[Timeline](#)

[Resolution](#)

[13-120R](#)

[15-010R](#)

[15-093R](#)

Public Hearings

[PH-16-025](#) HOLD a public hearing to provide citizens the opportunity to comment, and City Council to discuss and consider the Interlocal Agreement and application of the Edward Byrne Memorial Justice Grant (JAG) for FY 2016.

Attachments: [Council Memorandum](#)
[Interlocal Agreement](#)
[Terms and Conditions](#)

[PH-16-026](#) HOLD a public hearing and consider an ordinance requested by Rajesh Patel to rezone approximately 0.847 acre, being part of the J. R. Smith Survey, Abstract No. 797, from "B-5" (Business District) to "B-3A" (Local Business and Retail Alcohol Sales District) to allow for package store sales. The property is located at 817 E. Rancier Avenue, Killeen, Texas.

Attachments: [Council Memorandum](#)
[Attachment to CCMO](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location map](#)
[Buffer map](#)
[Considerations](#)
[Opposition](#)
[Opposition](#)

[PH-16-027](#) HOLD a public hearing and consider an ordinance requested by Phyllis and Charles Mitchell d/b/a CPB Investments, Inc. (Case #Z16-13) to rezone .131 acre, being part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, from "B-3" (Local Business District) to "B-4" (Business District). The property is locally known as 3816 Clear Creek Road, Killeen, Texas. (Requires a three-fourths majority vote.)

Attachments: [Council Memorandum](#)
[Attachment to CCMO](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location map](#)
[Buffer map](#)
[Considerations](#)

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 July 28, 2016.

Dianna Barker, City Secretary

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

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

Notice of Meetings

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

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: DS-16-104 **Version:** 1 **Name:** Discuss Agenda Items
Type: Discussion Items **Status:** Discussion Items
File created: 7/21/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss Agenda Items for the Regular City Council Meeting of August 9, 2016
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-105 **Version:** 1 **Name:** Discuss the Employment, Evaluation and Duties of the Interim City Manager, Lillian Ann Farris
Type: Discussion Items **Status:** Discussion Items
File created: 7/27/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss the Employment, Evaluation and Duties of the Interim City Manager, Lillian Ann Farris
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-106 **Version:** 1 **Name:** Discuss Basics of Open Meetings
Type: Discussion Items **Status:** Discussion Items
File created: 7/19/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss Basics of Open Meetings
Sponsors: City Attorney Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-107 **Version:** 1 **Name:** Update - City Manager Search Process
Type: Discussion Items **Status:** Discussion Items
File created: 7/19/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Update - City Manager Search Process
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-108 **Version:** 1 **Name:** Discuss MTP Prioritization Schedule
Type: Discussion Items **Status:** Discussion Items
File created: 6/21/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss Metropolitan Transportation Plan (MTP) Prioritization Schedule
Sponsors: City Manager Department, Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-109 **Version:** 1 **Name:** Discuss Residency Requirements for Police and Fire
Type: Discussion Items **Status:** Discussion Items
File created: 7/18/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss Residency Requirements for Police and Fire
Sponsors: Fire Department, Police Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-110 **Version:** 1 **Name:** Discuss Potential Revenue Tools
Type: Discussion Items **Status:** Discussion Items
File created: 7/1/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss Potential Revenue Tools:

- Pavement Condition Assessment
 - Transportation Utility Fund
 - Impact Fees
- Rate Models
 - Water/Sewer
 - Solid Waste
 - Drainage
- Ad Valorem Taxes
- Red Light Program
- Fund Balance
- Enterprise Funds

Sponsors: Finance Department

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-16-111 **Version:** 1 **Name:** Discuss FY 16-17 Proposed Budget
Type: Discussion Items **Status:** Discussion Items
File created: 7/18/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Discuss FY 16-17 Proposed Budget to Include:

- Public Works
- Aviation
- Recovery Plan

Sponsors: City Manager Department
Indexes: FY 16-17 Budget
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: MN-16-019 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of July 26, 2016
Type: Minutes **Status:** Minutes
File created: 7/21/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of July 26, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Statement for Record - Johnson](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
Regular City Council Meeting
Killeen City Hall
July 26, 2016 at 4:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Jim Kilpatrick (arrived at 4:45), Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young (arrived at 4:07)

Also attending were Stu McLennan (sitting in for Dr. Farris), City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Cole.

Councilmember Okray gave the invocation, and Councilmember Rivera led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro-Tem Moore to approve the agenda as written. Motion seconded by Councilmember Rivera. The motion carried 5 to 0.

Minutes

Motion was made by Councilmember Okray to approve the minutes of the July 12th Regular City Council Meeting. Motion was seconded by Councilmember Fleming. Motion carried 5 to 0.

Motion was made by Mayor Pro-Tem Moore to approve the minutes of the July 19th Special City Council Meeting. Motion was seconded by Councilmember Okray. Motion carried 5 to 0.

Resolutions

RS-16-078 Consider a memorandum/resolution authorizing the award of a construction contract for Bid # 16-17 for the 2016 Minor Drainage Capital Improvement Project - Illinois to TTG Utilities, LP.

Staff comments: Kristina Ramirez

Councilmember Young came in at this point (4:07).

Two (2) bids were received by the City of Killeen, TTG Utilities and McLean Construction. City staff recommends that the City Council authorize the City Manager to enter into a contract with TTG Utilities, LP in the amount of \$156,741.00 for the 2016 Minor Drainage CIP - Illinois project and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

Councilmember Johnson made a statement for the record. See attached.

Motion was made by Councilmember Rivera to approve RS-16-078. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 4 to 2 with Councilmember Johnson and Councilmember Fleming in opposition.

RS-16-079 Consider a memorandum/resolution authorizing the City Manager to accept grant funding from the Petco Foundation for the Police Department's Animal Services Unit adoption preparation program.

Staff comments: Assistant Chief Young

Staff recommends the City Council authorize the City Manager to receive the funding allocated by Petco Foundation, which will be managed and tracked by the Animal Services Unit, in collaboration with the Finance Department, to aid the shelter's adoption preparation program.

Leo Gukeisen, 6209 Nesity Drive - asked for clarification on what fiscal year this funding is budgeted in. Staff clarified there is no tax payer money involved and these funds can only be used for this purpose.

Motion was made by Councilmember Fleming to approve RS-16-079. Motion was seconded by Councilmember Okray. Motion carried 6 to 0.

RS-16-080 Consider a memorandum/resolution to renew the annual maintenance agreement with SunGard Public Sector.

Staff comments: Tom Moore

SunGard Public Sector provides the City an integrated suite of software products including Financials, Human Resources, Building Permits, Utility Billing, and Code Enforcement. The maintenance renewal cost covers technical support calls, ongoing education, improvements to infrastructure, and product enhancements. Staff recommends the City Manager be authorized to execute the renewal of the annual maintenance agreement with SunGard Public Sector in the amount of \$115,997.81.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-080. Motion was seconded by Councilmember Okray. Motion carried 6 to 0.

RS-16-081 Consider a memorandum/resolution authorizing lease agreement amendments with Richard Milburn Academy, Bring Everyone in the Zone, Killeen Civic Art Guild, Bell County Human Services, Greater Killeen Free Clinic, and Central Texas Council of Governments at the Killeen Arts & Activities Center.

Staff comments: Leslie Hinkle

Staff is recommending the City Council consider an increase to the monthly rent of sixty-two (62) cents per square foot to sixty-eight and 1/2 cents (68.5) per square foot of office space occupied by Richard Milburn Academy, Bring Everyone in the Zone, and Bell County Human Services. For the Killeen Civic Art Guild, staff is recommending the tenant pay for its portion of electricity, gas, water, trash, and sewer beginning with the renewal term. Staff is also recommending that Central Texas Council of Governments pay the same utilities for the space it occupies at KAAC. For the Greater Killeen Free Clinic, staff is recommending that janitorial fees be increased from \$172.00 monthly to \$429.93 monthly, for a net increase of \$3,095.16 annually. Staff recommends amending the leases as described above and that the city manager be authorized to sign said amendments.

Motion was made by Councilmember Rivera to approve RS-16-081. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 6 to 0.

RS-16-082 Consider a memorandum/resolution authorizing a lease purchase agreement for the purchase of six (6) cardiac monitors for the Fire Department.

Staff comments: Assistant Chief Hawthorne

The Fire Department staff recommends that the City Council authorize the City Manager to enter into a lease purchase agreement for the purchase of six (6) LIFEPAK 15 monitors/defibrillators from Physio-control through U.S. Bank Equipment Finance, and that the City Manager is further authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Rivera to approve RS-16-082. Motion was seconded by Councilmember Fleming. Motion carried 6 to 0.

Ordinances

OR-16-009 Consider an ordinance granting a gas franchise to Atmos Energy Corporation. (3rd of 3 readings)

The City Secretary read the caption of the ordinance.

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

Staff comments: Traci Briggs

The franchise term is proposed to be fifteen (15) years, with an automatic five-year (5) renewal unless notice to terminate or renegotiate is given by either party 120 days before expiration. The City Charter requires three (3) readings of a franchise ordinance, and the last reading must be not less than 30 days from the first. The three readings will be June 14, July 12, and July 26. A franchise does not take effect until 60 days after passage. It is proposed that this ordinance be effective October 1, 2016. Staff recommends the City Council approve the proposed franchise ordinance.

Motion was made by Councilmember Okray to approve OR-16-009. Motion was seconded by Councilmember Fleming. Motion carried 6 to 0.

PH-16-022 Consider an ordinance requested by the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to rezone 13.556 acres out of the R. Cunningham Survey, Abstract No. 199 from "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "R-2" (Two-Family Residential District) and "R-3F" (Multifamily Residential District) uses for a Housing Tax Credit (HTC) eligible project named Hyde Estates. The property is located along the east right-of-way of Cunningham Road, approximately 600' south of its intersection with E. Stan Schlueter Loop (FM 3470). (Tabled from July 12, 2016 Regular City Council Meeting. Public Hearing requirement was met at the July 12th

meeting.)

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 CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH R-2 (TWO FAMILY RESIDENTIAL DISTRICT) AND R-3F (MULTIFAMILY RESIDENTIAL DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The staff notified fifty-seven (57) surrounding property owners regarding this request. Staff received two protests and one in support of the project. The Planning & Zoning Commission recommended approval of the applicant's PUD zoning request by a vote of 4 to 2 with Vice Chair Dorroh and Commissioner Harkin in opposition. The Planning and Zoning Commission recommends the following conditions as part of the approval:

- the applicant shall adhere to the submitted site plan, architectural elevations and floorplans;
- the applicant shall match or exceed the façade standards as prescribed by the Texas Department of Housing and Community Affairs 2016 Qualified Allocation Plan (QAP); the QAP requires greater than 30 percent stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely;
- the applicant shall provide a minimum of four different color variations within the project;
- all buildings shall be one-story with the exception of those buildings containing 4-bedroom units;
- the applicant shall satisfy all landscaping and screening requirements set in Killeen Code of Ordinances Sections 31-255.5 and 31-255.7. Specifically, the requirements amount to 68 trees, 204 shrubs and screening around the north, east and south project boundaries;
- the applicant shall provide two play areas, each to include universal designed, ADA compliant equipment, as illustrated on the site plan;
- the applicant shall provide an interior sidewalk plan subject to City Council review and approval;
- the applicant shall meet all Hill Country transit (HOP) guidelines and specifications for the bus stop shelter illustrated on the site plan; and
- the applicant shall satisfy City Code for trash receptacles.

Several citizens requested to speak.

Maria Elena Estevez, 1206 E. Ave E, #14 - spoke in favor of rezoning request.

Fannie Williams, 1206 E. Ave E, #12 - spoke in favor of rezoning request.

Adamaris Delgado, 202 N. 24th Street, #32 - spoke in favor of rezoning request.

Shari D Pacha, 1203 Attas Ave, #58 - spoke in favor of rezoning request.

Marta Pizarro, 1204 E. Ave E, #9 - spoke in favor of rezoning request.

Motion was made by Councilmember Johnson to approve PH-16-022. Motion was seconded by Councilmember Okray. Motion carried 6 to 0.

Public Hearings

PH-16-020 HOLD a public hearing and consider an ordinance adopting the 2016-2017 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (Second of Two Public Hearings)

The City Secretary read the caption of the ordinance.

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2016-17 ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$907,931.00 IN FY 2016-17 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$937,350.53 OF CDBG FUNDS; AND THE APPLICATION OF \$311,289.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$527,254.39 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Kilpatrick arrived at this point (4:45)

Staff comments: Leslie Hinkle

Projects undertaken with CDBG and HOME Program funds address goals and objectives established in the Consolidated Strategic Plan and Annual Action Plan to meet affordable housing and community development needs.

Ralph Cossey briefly went over recommendations from the CDAC committee.

Staff recommends approval of the proposed 2016-2017 Annual Action Plan and the publishing of the proposed Plan to solicit citizen comments and participation.

Recommend approval of the final Plan with revisions as appropriate, based on citizen comments to be reviewed during the previously held 30 day comment period and the second public hearing on July 26, 2016.

Mayor Segarra opened the public hearing.

Marianne Deleon, 2909 Lake Rd. - thanked the council for supporting the Girl Scout group and explained what they would use the money for.

Maureen Jouett, 2310 Davis - spoke in support of the award for Bring Everyone in the Zone organization.

Howard Davis, 4105 Lost Oak Dr - spoke in favor of anything this community can do to help veterans. With no one appearing the public hearing was closed.

Motion was made by Councilmember Rivera to approve PH-16-020. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Councilmember Rivera, and unanimously approved, the meeting was adjourned at 4:58 p.m.

Statement for Record

With the recent news of our City's financial troubles, I want to reassure concerned citizens and taxpayers that I will not support pushing the financial burden on them without first searching intensely for cost savings within our municipality.

I can not support this measure at this moment and time. I am committed to ensuring that we maintain a balanced budget and also that our taxpayer dollars are managed efficiently and effectively.

Best,

Gregory Johnson
Killeen At Large City Council Member
254-702-5162
Gregoryforkilleen@gmail.com



City of Killeen

Legislation Details

File #: RS-16-064 **Version:** 1 **Name:** Procurement of nine (9) fully equipped police pursuit vehicles

Type: Resolution **Status:** Resolutions

File created: 5/24/2016 **In control:** City Council Workshop

On agenda: 8/2/2016 **Final action:**

Title: Consider a memorandum/resolution authorizing the procurement of nine (9) fully-equipped police vehicles.

Sponsors: Police Department, Fleet Services

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Explorer Quote](#)
[K9 Quote](#)
[Graphics Quote](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		
6/14/2016	1	City Council	Tabled	
6/7/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Procurement of nine (9) fully-equipped police vehicles

ORIGINATING DEPARTMENT

Police Department/Fleet Services

BACKGROUND INFORMATION

The City of Killeen Police Department is in need of replacing nine (9) of its vehicles that have exceeded their useful life, are incurring increased repair costs and are overdue for replacement. The replacement units would be fully-equipped Ford Explorer Police Interceptor models. The units are included in the FY16 Fleet Replacement Program budget.

DISCUSSION/CONCLUSION

The City of Killeen is a member of several purchasing cooperatives that are in compliance with the Texas Local Government Code Section 271.102. Purchases made through a cooperative satisfy competitive bid requirements. The eight (8) fully-equipped police pursuit vehicles and one (1) K-9 configured unit would be purchased through Silsbee Ford of Silsbee, Texas, utilizing BuyBoard Cooperative pricing. Graphics would be purchased from Advanced Graphix.

Financial Detail of Equipment Meeting Killeen PD Specifications

Vendor	Description	Cost Each	Total
Silsbee Ford	8 - 2017 Ford Interceptors	\$59,507.00	\$476,056.00
Silsbee Ford	2017 Ford Interceptor - K9	\$61,756.00	\$61,756.00
Advanced Graphix	9 - Graphics	\$313.33	\$2,820.00
			\$540,632.00

FISCAL IMPACT

Funds in the amount of \$540,632.00 for the purchase of the police pursuit vehicles are available in the Fleet Funding Program Fund account 601-6000-441.61-10.

RECOMMENDATION

Staff recommends approval to procure the nine (9) fully-equipped Ford Explorer Police Vehicles from Silsbee Ford through the BuyBoard Cooperative for the cost of \$537,812.00, plus graphics for \$2,820.00, for a total cost of \$540,632.00 and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF KILLEEN
 Contact: ERICH MORSBACH 254.462.6656
 Email: EMORSBACH@KILLEENTEXAS.GOV
 Product Description: 2017 FORD INTERCEPTOR UTILITY

Prepared by: RICHARD HYDER/JARROD RUNNELS
 Phone: (409) 300-1385
 Email: rhyder.cowboyfleet@gmail.com
 Date: May 23, 2016

A. Bid Series: 102 A. Base Price: \$ **24,158.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	INTERCEPTOR UTILITY AWD	\$ 945.00	TRE	TREMCO ANTI THEFT	\$ 115.00
51S	DUAL LED SPOTLIGHTS	\$ 583.00	WF	WILDFIRE UTILITY CABINET	\$ 1,599.00
86P	POLICE HEADLAMP HOUSING	\$ 118.00	DR	D&R POWER DISTRIBUTION UNIT	\$ 210.00
17A	AUX AIR CONDITIONING	\$ -	AX	LED DOME LAMP	\$ 41.00
102B	EQUIPMENT SERVICES 38 HOURS	\$ 2,100.00	STK	STALKER DUAL SL KA RADAR	\$ 2,295.00
S30	STOCK STICK 9' RED	\$ 565.00	FE	5# FIRE EXTINGUISHER	\$ 65.00
59G	KEYED ALIKE 0151X	\$ 47.00	PH	POWERHEART AED PKG	\$ 1,495.00
86T	POLICE TAIL LAMP HOUSING	\$ 57.00	MVD	MOBILE VISION CAMERA PKG	\$ 5,944.00
43D	DARK CAR	\$ 19.00	LCV	V-ONE R2 8/32 COMPUTER/KEYBOA	\$ 3,576.00
99T	3.5L V6 ECOBOOST	\$ 3,098.00	FIT	FIT RW BW, VERTEX RW BW CORN	\$ 440.00
PG	MOLDED SEAT ORGANIZER	\$ 55.00	DW	HARRIS M7300 RADIO	\$ 3,935.00
Total of B. Published Options:					\$ 27,302.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 15.0 %

Options	Bid Price	Options	Bid Price
WHELEN LEGACY LIGHTBAR PKG WITH SECOND SPEAKER	\$ 2,795.00	AVENGER TRIO RED/WHITE/BLUE X2 SIDES	\$ 330.00
REAR PILLAR LEDS	\$ 675.00	MICRON STUD 1 RED 1 BLUE GRILL	\$ 200.00
IONS 1 RED 1 BLUE INNER HATCH	\$ 190.00	PROGARD PRIS PKG W/ SEAT/WINDOWS	\$ 1,695.00
ION TRIO R/B WHITE OVERRIDE X2 REAR DEC	\$ 270.00	DUAL T-RAIL GUN RACK	\$ 325.00
LINZ V 1 RED 1 BLUE MIRRORS	\$ 290.00	HAVIS CONSOLE W/ ARM REST, CUPHOLDER	\$ 415.00
		COMPUTER MOUNT PER SPEC	\$ 525.00
Total of C. Unpublished Options:			\$ 7,710.00

D. Pre-delivery Inspection:	\$ -
E. Texas State Inspection:	\$ -
F. Manufacturer Destination/Delivery:	\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ 241.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$ 96.00
I. Contract Price Adjustment:	
J. Additional Delivery Charge: <u>0</u> miles CUSTOMER TO PICK UP	\$ -
K. Subtotal:	\$ 59,507.00
L. Quantity Ordered <u>8</u> x K =	\$ 476,056.00
M. Trade in:	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 476,056.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF KILLEEN

Prepared by: RICHARD HYDER/JARROD RUNNELS

Contact: ERICH MORSBACH 254.462.6656

Phone: (409) 300-1385

Email: EMORSBACH@KILLEENTEXAS.GOV

Email: rhyder.cowboyfleet@gmail.com

Product Description: 2017 FORD INTERCEPTOR UTILITY

Date: May 23, 2016

A. Bid Series: 102

A. Base Price: \$ **24,158.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	INTERCEPTOR UTILITY AWD	\$ 945.00	TRE	TREMCO ANTI THEFT	\$ 115.00
51S	DUAL LED SPOTLIGHTS	\$ 583.00	WF	WILDFIRE UTILITY CABINET	\$ 1,599.00
86P	POLICE HEADLAMP HOUSING	\$ 118.00	DR	D&R POWER DISTRIBUTION UNIT	\$ 210.00
17A	AUX AIR CONDITIONING	\$ -	AX	LED DOME LAMP	\$ 41.00
102B	EQUIPMENT SERVICES 45 HOURS	\$ 2,660.00	STK	STALKER DUAL SL KA RADAR	\$ 2,295.00
S30	STOP STICK 9' RED	\$ 565.00	FE	5# FIRE EXTINGUISHER	\$ 65.00
59G	KEYED ALIKE 0151X	\$ 47.00	PH	POWERHEART AED PKG	\$ 1,495.00
86T	POLICE TAIL LAMP HOUSING	\$ 57.00	MVD	MOBILE VISION CAMERA PKG	\$ 5,944.00
43D	DARK CAR	\$ 19.00	LCV	V-ONE R2 8/32 COMPUTER/KEYBOA	\$ 3,576.00
99T	3.5L V6 ECOBOOST	\$ 3,098.00	FIT	FIT RW BW, VERTEX RW BW CORN	\$ 440.00
PG	MOLDED SEAT ORGANIZER	\$ 55.00	DW	HARRIS M7300 RADIO	\$ 3,935.00
Total of B. Published Options:					\$ 27,862.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 17.3 %

Options	Bid Price	Options	Bid Price
WHELEN LEGACY LIGHTBAR PKG WITH SECOND SPEAKER	\$ 2,795.00	AVENGER TRIO RED/WHITE/BLUE X2 SIDES	\$ 330.00
REAR PILLAR LEDS	\$ 675.00	MICRON STUD 1 RED 1 BLUE GRILL	\$ 200.00
IONS 1 RED 1 BLUE INNER HATCH	\$ 190.00	RAY ALLEN K9 PKG W/ DEPLOYMENT	\$ 2,984.00
ION TRIO R/B WHITE OVERRIDE X2	\$ 270.00	DUAL T-RAIL GUN RACK	\$ 325.00
LINZ V 1 RED 1 BLUE MIRRORS	\$ 290.00	HAVIS CONSOLE W/ ARM REST, CUPHOLDER	\$ 415.00
		COMPUTER MOUNT PER SPEC	\$ 525.00
Total of C. Unpublished Options:			\$ 8,999.00

D. Pre-delivery Inspection:		\$ -
E. Texas State Inspection:		\$ -
F. Manufacturer Destination/Delivery:		\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ 241.00
H. Lot Insurance (for in-stock and/or equipped vehicles):		\$ 96.00
I. Contract Price Adjustment:		
J. Additional Delivery Charge:	<u>0</u> miles CUSTOMER TO PICK UP	\$ -
K. Subtotal:		\$ 61,356.00
L. Quantity Ordered <u>1</u> x K =		\$ 61,356.00
M. Trade in:		
N. BUYBOARD Administrative Fee (\$400 per purchase order)		\$ 400.00
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		\$ 61,756.00

Advanced Graphix, Inc.

Quote

3600 Labore Rd. Ste.3
 Vadnais Heights, MN 55110
 888-388-3221
www.advancedgraphix.com



QUOTE NUMBER: 1000003242016
 DATE: March 24, 2016
 COMPANY: KILLEEN POLICE DEPT
 ATTN TO: Frank Tydlacka
 ADDRESS: 2203 Little Nolan Rd.
 CITY/ STATE: KILLEEN TX
 ZIP CODE: 76542
 PHONE: 254-501-7789
 FAX: _____
 EMAIL: ftydlacka@killeentexas.gov

QUANTITY	ITEM / DESCRIPTION	UNIT PRICE	AMOUNT
9	2016 FORD INTERCEPTOR EXPLORERS VEHICLE GRAPHICS-KIT AG-2073-COMPLETE REFLECTIVE	\$299.00	\$2,691.00
1	SET OF K-9 GRAPHICS	\$75.00	\$75.00
<p>Advanced Graphix, Inc. is the Sole Proprietor for the Killeen Police Department. This Graphic Design was made specifically for Killeen Police Dept by Advanced Graphix, Inc. and cannot be reproduced by another graphic company without Advanced Graphix, Inc. permission.</p>			
Comments:		SUBTOTAL	\$2,766.00
		TAX	
		SHIPPING	\$54.00
			\$2,820.00
		GRAND TOTAL	

Your AGI Sales Rep. : **Sally Knoche** Email: sally@advancedgraphix.com

*To accept this Quote, please sign below and fax back to **651-490-3193** or Email Sally

Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

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.
Silsbee Ford Inc.
Silsbee, TX United States

Certificate Number:
2016-61073

Date Filed:
05/24/2016

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.
BuyBoard 430-13
Supplying Nine (9) Ford Explorer Police Interceptors

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Donalson, Drew	Silsbee, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Richard Hyler, this the 24th day of May, 2016, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Shirley Payne

Printed name of officer administering oath

Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-065 **Version:** 1 **Name:** Procurement of forty-two (42) vehicles within the FY16 Fleet Replacement Plan budget

Type: Resolution **Status:** Resolutions

File created: 5/26/2016 **In control:** City Council Workshop

On agenda: 8/2/2016 **Final action:**

Title: Consider a memorandum/resolution authorizing the procurement of forty-two (42) vehicles within the FY16 Fleet Replacement Plan budget.

Sponsors: Police Department, Environmental Services, Killeen Parks & Recreation, Animal Services, Solid Waste, Code Enforcement, Building Inspections, Fleet Services

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Bid 16-16 Replacements](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		
6/14/2016	1	City Council	Tabled	
6/7/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Procurement of forty-two (42) vehicles within the FY16 Fleet Replacement Plan budget

ORIGINATING DEPARTMENT

Fleet Services

BACKGROUND INFORMATION

As part of the FY16 Fleet Replacement Plan budget, seventy (70) vehicles were designated for replacement. These vehicles have exceeded their useful life, are incurring increased repair costs, and are overdue for replacement. Of these seventy (70) vehicles, forty-two (42) were identified as those that could be successfully bid out. The remaining twenty-eight (28) vehicles required purchasing through co-ops due to the amount of customized equipment and specifications that were associated with them. Bid No. 16-16, "2016 or Newer Model Vehicles and Light Trucks," was posted beginning April 3, 2016. In addition to posting the bid, thirty-two (32) area dealers were contacted. On May 2, 2016, seven (7) bid packets had been received and were then reviewed. Of those received, two (2) dealers had order deadline dates that could not be achieved and two (2) other dealers submitted incomplete bid packets. The resultant three (3) dealers and associated equipment were then evaluated as to which offered the best value for the City; the results are listed below.

DISCUSSION/CONCLUSION

As per Texas Local Government Code Sec. 252.021, and the City's purchasing policy, an invitation for bids to procure these vehicles was advertised. Based on these bids, the following acquisitions are requested for procurement consideration and are needed at this time.

1. PURCHASE OF EIGHT (8) COMPACT SEDANS (for Police Department)

Low bid was received from Silsbee Ford and will comply with the City of Killeen's list of specifications.

Silsbee Ford	Focus SE	\$16,692 ea.	\$133,536
Caldwell Country Ford	Focus	\$16,817 ea.	\$134,536
Caldwell Country Chevrolet	Cruze	\$16,979 ea.	\$135,832

2. PURCHASE OF THREE (3) FULL SIZE SUVs (for Police Department)

Although the Ford engine displacement size did not meet the requested minimum specification, it offers more horsepower and torque than the competition; therefore, the bid providing the best value for the City of Killeen was received from Silsbee Ford.

Silsbee Ford	Expedition XL	\$31,427 ea.	\$94,281
Caldwell Country Chevrolet	Tahoe - 6,800 GVW	\$34,335 ea.	\$103,005
Caldwell Country Chevrolet	Tahoe - 7,100 GVW	\$36,885 ea.	\$110,655

3. PURCHASE OF TWELVE (12) COMPACT SUVs (10 for Police Department, 1 for Mowing Division, 1 for Parks and Recreation Division)

Low bid complying with the City of Killeen's list of specifications was received from Silsbee Ford.

Silsbee Ford	Escape	\$19,089 ea.	\$229,068
Caldwell Country Chevrolet	Equinox LS	\$19,990 ea.	\$239,880
Caldwell Country Ford	Escape	\$20,153 ea.	\$241,836

4. PURCHASE OF ONE (1) SMALL CARGO VAN (for Police Department)

Low bid was received from Caldwell Country Chevrolet and will comply with the City of Killeen's list of specifications.

Caldwell Country Chevrolet	City Express	\$20,775 ea.	\$20,775
Silsbee Ford	Transit Connect	\$22,689 ea.	\$22,689

5. PURCHASE OF THREE (3) ½ TON, CREW CAB, LWB, V8 PICK-UP TRUCKS (1 for Police Department, 2 for Mowing Division)

Low bid was received from Caldwell Country Chevrolet and will comply with the City of Killeen's list of specifications.

Caldwell Country Chevrolet	C1500	\$26,940 ea.	\$80,820
Silsbee Ford	F150	\$27,629 ea.	\$82,887
Caldwell Country Ford	F150	\$28,209 ea.	\$84,627

6. PURCHASE OF THREE (3) ½ TON, CREW CAB, SWB, V6 PICK-UP TRUCKS (1 for Police Department, 2 for Animal Services Division) and FOUR (4) ½ TON, CREW CAB, SWB, V6 PICK-UP TRUCKS to be used in a mid-size application (for Police Department)

Bids complying with the City of Killeen's list of specifications for the two applications were received from Caldwell Country Chevrolet and Silsbee Ford.

Caldwell Country Chevrolet	C1500	\$25,585 ea.	\$76,755
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Silsbee Ford	F150	\$25,147 ea.	\$100,588
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7. PURCHASE OF TWO (2) ½ TON, REG CAB, LWB, V8 PICK-UP TRUCKS (1 for SW Commercial Division, 1 for SW Residential Division)

Taking into consideration that these trucks often tow a loaded trailer quite and that the Ford offers more hp and torque, the bid providing the best value for the City of Killeen was received from Silsbee Ford.

Caldwell Country Chevrolet	C1500	\$22,360 ea.	\$44,720
Silsbee Ford	F150	\$23,618 ea.	\$47,236
Caldwell Country Ford	F150	\$23,986 ea.	\$47,972

8. PURCHASE OF TWO (2) ½ TON, EXT CAB, SWB, V6 PICK-UP TRUCKS (1 for Code Enforcement Division, 1 for Building Inspection Division)

Low bid was received from Caldwell Country Chevrolet and will comply with the City of Killeen's list of specifications.

Caldwell Country Chevrolet	C1500	\$21,978 ea.	\$43,956
Silsbee Ford	F150	\$23,318 ea.	\$46,636
Caldwell Country Ford	F150	\$23,781 ea.	\$47,562

9. PURCHASE OF ONE (1) 1 TON, CREW CAB, LWB, SRW, V8 PICK-UP TRUCK (for Parks and Recreation Division)

Bid meeting the minimum wheelbase specification was received from Caldwell Country Ford.

Caldwell Country Ford	F350	\$31,510 ea.	\$31,510
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10. PURCHASE OF ONE (1) ½ TON, EXT CAB, LWB, V8 PICK-UP TRUCKS (for Police Department)

Low bid was received from Silsbee Ford and will comply with the City of Killeen's list of specifications.

Silsbee Ford	F150	\$24,962 ea.	\$24,962
Caldwell Country Ford	F150	\$25,438 ea.	\$25,438
Caldwell Country Chevrolet	C2500	\$26,915 ea.	\$26,915

11. PURCHASE OF ONE (1) 3/4 TON, REG CAB, LWB, V8 PICK-UP TRUCK (for SW Residential Division)

Taking into consideration that this truck often tows a loaded trailer and that the Ford offers more hp and torque, the bid providing the best value for the City of Killeen was received from Caldwell Country Ford.

Caldwell Country Chevrolet	2500HD	\$24,820 ea.	\$24,820
Caldwell Country Ford	F250	\$25,535 ea.	\$25,535

12. PURCHASE OF ONE (1) FULL SIZE PASSENGER VAN (for Police Department)

Taking into consideration that the Chevrolet offers more hp, torque, and a longer drive train warranty, the bid providing the best value for the City of Killeen was received from Caldwell Country Chevrolet.

Silsbee Ford	Transit	\$25,719 ea.	\$25,719
Caldwell Country Chevrolet	2500 Express	\$25,845 ea.	\$25,845

FISCAL IMPACT

Funds in the amount of \$934,867.00 for the purchase of the stated vehicles are available in the following Fleet Funding Program Fund accounts:

Police Department (30)	601-6000-441.61-10	\$643,402.00
Mowing Division (3)	601-3478-439.61-10	\$72,969.00
Parks and Rec. Division (2)	601-3025-425.61-10	\$50,599.00
Animal Services Division (2)	601-6070-441.61-10	\$51,170.00
SW Commercial (1)	601-3465-439.61-10	\$23,618.00
SW Residential (2)	601-3460-439.61-10	\$49,153.00
Code Enforcement Division (1)	601-4053-450.61-10	\$21,978.00
Building Inspection Division (1)	601-4052-450.61-10	\$21,978.00
TOTAL (42)		\$934,867.00

The three vendor totals are as follows:

Silsbee Ford (30)	\$629,671.00
Caldwell Country Chevrolet (10)	\$248,151.00
Caldwell Country Ford (2)	\$57,045
TOTAL (42)	\$934,867.00

RECOMMENDATION

Staff recommends approval to procure the forty-two (42) vehicles as listed above from the three (3) stated vendors for the total cost of \$934,867.00 and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

FY16 FRP Bid 16-16 Replacements

Unit #	Existing Unit Description	Division	Dept	New Unit Description
126	1993 Chevy Suburban	Police	KPD	Expedition XL
134	1994 Ford F350 4X4	Police	KPD	Expedition XL
180	1995 Crown Vic	Police	KPD	Focus SE
993	1995 Chevy S-1500	Police	KPD	F150, 1/2T, XC, LWB, V8
131	1995 Chevy Suburban	Police	KPD	Expedition XL
933	1996 Ford Taurus	Police	KPD	Focus SE
934	1996 Ford Taurus	Police	KPD	Escape
990	1996 Crown Vic	Police	KPD	Escape
977	1996 Crown Vic	Police	KPD	Focus SE
153	1997 Crown Vic	Police	KPD	Escape
160	1997 Crown Vic	Police	KPD	City Express Cargo Van
151	1998 Crown Vic	Police	KPD	Escape
179	1997 Ford F150	Police	KPD	Focus SE
107	1997 Toyota Tacoma	Police	KPD	Escape
111	1998 Buick Park Ave.	Police	KPD	F150, 1/2T, CC, SWB, V6
955	1999 Chevy Tahoe	Police	KPD	C2500 Express Van
136	1999 Dodge Durango	Police	KPD	C1500, 1/2T, CC, SWB, V6
904	2000 Chevy Suburban	Police	KPD	Escape
959	2000 Crown Vic	Police	KPD	Focus SE
110	2000 Ford F150	Police	KPD	F150, 1/2T, CC, SWB, V6
941	2000 Dodge 1500	Police	KPD	Escape
115	2001 Ford F150	Police	KPD	Focus SE
3079	2001 Dodge 1500	Police	KPD	C1500, 1/2T, CC, LWB, V8
101	2001 Chevy Astro	Police	KPD	Focus SE
100	1993 Chevy Astro	Police	KPD	Escape
120	2002 Dodge Intrepid	Police	KPD	Escape
911	2002 Chevy 1500	Police	KPD	Escape
114	2001 Chevy Malibu	Police	KPD	Focus SE
3002	2003 Crown Vic	Police	KPD	F150, 1/2T, CC, SWB, V6
161	2003 Ford F250	Police	KPD	F150, 1/2T, CC, SWB, V6
175	1994 Ford Aerostar	Animal Serv	KPD	C1500, 1/2T, CC, SWB, V6
147	2001 Crown Vic	Animal Serv	KPD	C1500, 1/2T, CC, SWB, V6
972	1996 Crown Vic	Parks and Rec	CS	Escape
633	1997 Ford F250	Parks and Rec	CS	F350, 1T, CC, LWB, SRW, V8
28	2002 Dodge 1500	Code Enforce	P&D	C1500, 1/2T, XC, SWB, V6
26	1999 Chevy Tahoe	Perm & Insp	P&D	C1500, 1/2T, XC, SWB, V6
477	1994 Ford F150	Mowing	PW	C1500, 1/2T, CC, LWB, V8
429	1995 GMC G10 Van	Mowing	PW	Escape
437	1998 Dodge 1500	Mowing	PW	C1500, 1/2T, CC, LWB, V8
422	2001 Dodge 1500	SW Com	PW	F150, 1/2T, RC, LWB, V8
435	2004 Dodge 1500	SW Res	PW	F150, 1/2T, RC, LWB, V8
425	2003 Ford F250	SW Res	PW	F250, 3/4 T, RC, LWB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-62234

Date Filed:
 05/26/2016

Date Acknowledged:

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

Silsbee Ford
 Silsbee, TX United States

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

City of Killeen

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

16-16
 NEW VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	Silsbee, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



[Handwritten Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rick Brown, this the 26 day of May, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

Shirley Payne
 Printed name of officer administering oath

Title of officer administering oath

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.
Caldwell Country Chevrolet
Caldwell, TX United States

Certificate Number:
2016-62269

Date Filed:
05/26/2016

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

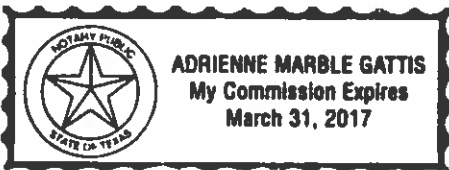
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid 16-16
Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Knapp, Averyt	Caldwell, TX United States		X
	Hildebrand, Jon	Caldwell, TX United States		X
	Way, Stephen	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said AVERYT KNAPP, this the 26 day of MAY, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature] Adrienne Marble Gattis Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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.
Caldwell Country Ford
Caldwell, TX United States

Certificate Number:
2016-62280

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

Date Filed:
05/26/2016

Date Acknowledged:

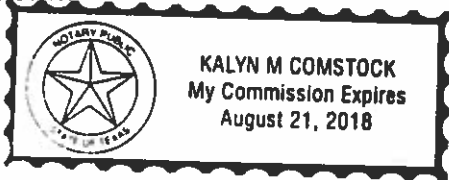
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid 16-16
Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Way, Stephen	Caldwell, TX United States	X	
	Hildebrand, Jon	Caldwell, TX United States		X
	Knapp, Averyt	Caldwell, TX United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Michael Wiloy
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael Wiloy this the 26 day of May, 2016, to certify which, witness my hand and seal of office.

Kalyn M Comstock Kalyn Comstock notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-084 **Version:** 1 **Name:** Appoint Council Members to Boards, Commissions and Sub-Committees
Type: Resolution **Status:** Resolutions
File created: 7/13/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution appointing Council Members to various boards, commissions, and commissions sub-committees.
Sponsors: City Secretary, City Manager Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Boards, Commissions, and Committee
Appointments - Council Engagement

ORIGINATING DEPARTMENT

City Attorney/City Secretary

BACKGROUND INFORMATION

The City of Killeen has various boards, commissions, and commissions sub-committees. All of these groups serve in advisory capacities and are appointed by the Mayor and City Council.

DISCUSSION/CONCLUSION

The Mayor and Council make appointments to the City's boards, commissions, and commission sub-committees. The Mayor and Council are voting members of many of these; in some instances they represent the Council on the board as ex-officio members. Sub-committee members are responsible for making appointment recommendations to the Council as a whole.

COUNCIL MEMBERS SITTING ON BOARDS/COMMISSIONS:

Animal Advisory Committee

Current Member	Status	New Member	Comments
Jonathan Okray	Term Expired		Elected Official Representative
Shirley Fleming	Term Expired		Elected Official Representative

Audit Committee

Current Member	Status	New Member	Comments
Scott Cosper	Term Expired		Elected Mayor
Jose Segarra	Term Expired		Elected Official Representative
Juan Rivera	Term Expired		Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Jim Kilpatrick	Term Expired		Elected Official Representative

Killeen Sister Cities

Current Member	Status	New Member	Comments
Elizabeth Blackstone	Outgoing Council Member		Elected Official Representative
Juan Rivera	Term Expired		Elected Official Representative
Jose Segarra	Term Expired		Ex-Officio, Mayor's Designee

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Elizabeth Blackstone	*Outgoing Council Member		City Rep Ex-Officio

*unexpired term, 2015-17

Tax Increment Reinvestment Zone Number Two Board

Current Member	Status	New Member	Comments
Brockley Moore	Term Expired		City Representative

Central Texas Council of Governments (CTCOG)

Current Member	Status	Recommended Member	Comments
Elizabeth Blackstone	Term Expired		Alternate
Scott Cospers	Term Expired		City Representative

Development District Board of Central Texas

Current Member	Status	Recommended Member	Comments
Juan Rivera	Term Expired		City Representative

Transportation Planning Committee (K-T MPO)

Current Member	Status	Recommended Member	Comments
Scott Cospers	Term Expires 9/30/16		City Representative

SUB-COMMITTEES:

Board of Adjustment - Construction

Current Member	Status	New Member	Comments
Brockley Moore	Council member		Sub-Committee Member
Jonathan Okray	Council member		Sub-Committee Member

Board of Adjustment - Fire Prevention Code

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member		Sub-Committee Member
Jonathan Okray	Council member		Sub-Committee Member

Board of Adjustment - Airport Hazard Zoning

Current Member	Status	New Member	Comments
Shirley Fleming	Council member		Sub-Committee Member
Brockley Moore	Council member		Sub-Committee Member

Board of Adjustment - Zoning

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member		Sub-Committee Member
Jonathan Okray	Council member		Sub-Committee Member

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member		Sub-Committee Member
Elizabeth Blackstone	Outgoing Council Member		Sub-Committee Member

Senior Citizen Advisory Board

Current Member	Status	New Member	Comments
Jonathan Okray	Council member		Sub-Committee Member
Elizabeth Blackstone	Outgoing Council Member		Sub-Committee Member

Bell County Health District

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member		Sub-Committee Member
Brockley Moore	Council member		Sub-Committee Member

RECOMMENDATION

It is recommended that the City Council make these appointments and reappointments.



City of Killeen

Legislation Details

File #: RS-16-086 **Version:** 1 **Name:** 2015 Assistance to Firefighting Grant
Type: Resolution **Status:** Resolutions
File created: 7/18/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the acceptance of the 2015 Assistance to Firefighting Grant.
Sponsors: Fire Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Acceptance of AFG

ORIGINATING DEPARTMENT

Fire Department

BACKGROUND INFORMATION

The City of Killeen Fire Department applied for the Assistance to Firefighting Grant (AFG) on January 15, 2016, for four types of equipment: decontamination systems, replacement radios, exhaust removal system, and replacement SCBA (Self Contained Breathing Apparatus) equipment. The AFG is a program administered by the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD). This is a competitive grant program that was created to provide funding directly to fire departments for critically needed resources to equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. The Killeen Fire Department was awarded a portion of the 2015 AFG on July 8, 2016, in the amount of \$486,000 for the replacement of Self Contained Breathing Apparatus (SCBA) units applied for with-in the grant application. The grantee is required to match ten percent of the Federal share funding.

DISCUSSION/CONCLUSION

The City of Killeen Fire Department has been awarded the 2015 Assistance to Firefighting Grant (AFG) in the amount of \$486,000, to fund eighty-one replacement SCBA units. The performance period for this grant is June 29, 2016, to June 28, 2017. Acceptance of this AFG award will help the Killeen Fire Department to meet any necessary regulated standards and stay up with technology to improve the effectiveness and efficiency of service to the citizens of Killeen while fulfilling the City's 2030 vision plan.

FISCAL IMPACT

The Department of Homeland Security has awarded the Killeen Fire Department \$486,000 to be used for the purchase of SCBA replacement units. The City of Killeen is responsible for a ten-percent cost-share based off of the Federally-funded amount in the amount of \$44,181. The cost-share amount would be budgeted in the Killeen Fire Department's FY 2017 Capital Outlay Equipment account 010-7070-442.61-35.

The chart below shows the cost breakdown for the awarded 2015 AFG.

Funded Equipment	Awarded Total	Federal Share	Applicant Share (10% cost match)
81 SCBA Units	\$486,000	\$441,819	\$44,181

RECOMMENDATION

Staff recommend that the City Council approve this resolution accepting the 2015 Assistance to Firefighting Grant award in the amount of \$486,000, ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements incorporated into the grant agreement, and acknowledge its commitment to secure appropriate financial support for the Killeen Fire Department's cost-sharing obligations of \$44,181 in the FY 2017 budget.



City of Killeen

Legislation Details

File #: RS-16-087 **Version:** 1 **Name:** Stewart Street Sidewalk Reconstruction
Type: Resolution **Status:** Resolutions
File created: 7/6/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 16-15 for the Stewart Neighborhood Sidewalk Reconstruction Project.
Sponsors: Public Works Department, Transportation Division, Streets, Community Development
Indexes: Stewart Street Project
Code sections:
Attachments: [Council Memorandum](#)
[Bid Analysis](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Contract Award Bid #16-15 Stewart
Neighborhood Sidewalk Reconstruction
Project

ORIGINATING DEPARTMENT

Public Works - Transportation Division -
Street Services; Community Development

BACKGROUND INFORMATION

During the FY 2015-16 budget process, the Public Works Transportation Department-Street Services Division was allocated \$140,700.00 of Community Development Block Grant (CDBG) (Ord. 15-034) funds to be used for sidewalk reconstruction in the Stewart Neighborhood. The improvements include demolition and installation of concrete sidewalks and tree/root removal on both sides of Alexander Street, North of Rancier Avenue. This project enhances the Stewart Neighborhood pedestrian connectivity between East Ward Elementary School and Stewart-Lions Park and other CDBG funded public improvements in the Stewart Neighborhood.

DISCUSSION/CONCLUSION

Three (3) bidders submitted bids as follows: RM Rodriguez Construction - Temple, Texas, concrete only- \$225,475.00; Cantu Tree Trimming Services - Killeen, Texas, tree/root removal only - \$40,105.00; and Battery Warehouse - McAllen, TX, concrete and tree/root removal - \$191,087.00. The line item sections bid through line 21 from Battery Warehouse is within the available budget totaling \$129,798.00.

FISCAL IMPACT

The Public Works Transportation Division - Street Services Section was allocated \$140,700.00 of Community Development Block Grant (CDBG) funds, acct. # 228-0066-495-51.80, during the 2015-2016 budget process to be used on the Stewart Neighborhood Sidewalk Reconstruction Project. After advertising costs, available CDBG funds for this project are \$140,325.90. Additional funds, in the amount of \$ 2,451.90, acct. # 010-3445-434-42.65, from the Street Services Section budget will be added for a combined total available of \$142,777.80. The combined total includes the bid award to Battery Warehouse of \$129,798.00, plus a 10% contingency for possible change orders arising during project completion.

RECOMMENDATION

City staff recommends the City Council award a construction contract to the lowest responsible bidder through line item section twenty one (21) for the sidewalk reconstruction and tree/root removal to Battery Warehouse, McAllen, Texas in the amount of \$129,798.00.

BID ANALYSIS

**BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.**

PROJECT INFORMATION: concrete demolition and installation, tree/root removal associated with residential sidewalks in the Stewart Neighborhood (Rancier Avenue and (North) Alexander Street).

This project is for work consisting of:

Removal of existing damaged sidewalks including tree and root removal to 1'-0" below finished grade and installation of new concrete sidewalks, driveway approaches, accessibility ramps along the East and West sides of Alexander Street North of Rancier Avenue.

This project is an enhancement portion to the Stewart Neighborhood Project connecting pedestrian walkways within the neighborhood and the recent renovations to the Stewart-Lions Park; phase 2 of the Stewart Neighborhood Project.

City Staff from Community Development, Public Works-Engineering and Transportation-Streets Division worked together to produce a bid packet with residential address sections consisting of Sidewalks, Approaches, ADA Accessibility ramps, and Tree/Root removal. The objective was to achieve complete sections (concrete demo/installation and tree/root removal) adding each line item to ensure a contract award can be made within the available budget. The bid form contained line items for sidewalks, driveway approaches, accessibility ramps and tree/root removal. This methodology allows for one or more "sections" of the project to be completed with the available funding. Line item sections will be subtracted to arrive at a bid amount within the available budget; mobilization for the contractor will be included prior to any line item section deductions.

As a requirement of the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding – the bidder is required to complete a contractor certification to affirm eligibility of receipt of federal contracts or be previously certified under this process.

DRAWINGS and SPECIFICATIONS:

The drawings and specifications consisted of 114 pages defining the scope of work and conditions to complete the project, as well as the standard requirement for the use of Federal Wage Rates for TX160016 01/08/2016 TX16 for Heavy and Highway Projects (excluding tunnels, dams, work on sewage or water treatment plants or lift/pump stations) in Bell, Coryell, McLennan and Williamson Counties, Texas.

Street services Staff requested a minimum of ten percent (10%) be held available for potential unknown factors that may trigger a change order to the approved contract award.

PROJECT FUNDING SOURCE (Development and Application):

City of Killeen Community Development Block Grant Program funding – FY 2015-16 (account #228 0066 495.51-80) \$140,700.00. An additional \$2,451.90 from Street Services account 010 3445 434 4265 are available for this project.

BID ANALYSIS

**BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.**

COMPETITIVE BIDDING PROCESS:

The Invitation to Bid was placed on the City’s purchasing web page via Demand Star, the Electronic State Business Daily, and seven (7) Plans Rooms also received notice of the bid invitation on May 22, 2016

The *Advertisement for Bids* was published May 22 and 29, 2016 in the Killeen Daily Herald. Questions and clarifications were due to the Purchasing Division, in writing, by 2:00 p.m., June 6, 2016. The bid closed at 3:30 pm June 10, 2016 and all sealed bids received at the Purchasing Division were taken to Killeen City Hall Council Chambers and opened and read aloud at 3:45 p.m.

A required pre-bid conference was conducted for this project at 9:00 a.m. June 2, 2016 in the Community Development Training Room, Killeen Arts & Activities Center, Building E. Streets Division, Community Development and Purchasing Staff conducted the meeting for eight (8) attending bidders.

Written requests for clarification and questions were received by the June 6, 2016 2:00 p.m. due date – **Two (2) Addenda** were issued for this project. Addendum #1 provided clarification that bidders may bid on every trade item or either concrete only or tree/root removal only with anticipation that separate bids would be submitted for either concrete or tree/root removal; Addendum #2 answered questions and made clarification submitted by interested bidders during the pre-bid meeting and via electronic transmission (email) and required in the bid packet. The Addenda were posted on the Purchasing “city bids” page; all known plan holders were sent - a copy of the addenda - via email.

BID PACKET REQUESTS:

Bid packets were made available via the City’s Purchasing web page (City Bids) with a printed set of the specifications, bid forms and conditions available at the Community Development Department Office located at 802 N. 2nd Street, Building E, Killeen Arts & Activities Center, Killeen, Texas - Monday through Friday, 8:00 a.m. until 5:00 p.m. The electronically formatted documents were also made available at the Electronic State Business Daily (ESBD) and to the Central Texas Chapter of Associated General Contractors (Centex AGC, AGC Austin, and AGS of America), the AMTEK Information Services (Amtekusa), and Construction Data Company (CDCnews), Bidders’ Resource Inc. Construction Software Technologies, Inc. (iSqFt), Dodge Data & Analytics, and CMD – Construction Management Data (formerly Reed Elsevier, Inc.-Reed Business Information). All plan sets and bid packets were available at no charge.

The following is a list of known plan holders for this bid:

BID ANALYSIS

**BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.**

Plan Holder List

STEWART NEIGHBORHOOD SIDEWALK RECONSTRUCTION PROJECT
#15.04/B-15-MC-48-0020 BIDS DUE: JUNE 10, 2016 at 3:30 P.M.

ESTIMATE PACKET REQUESTS:

Estimate packets available via the City Bids web page at <http://www.killeentexas.gov/index.php?section=107>.
Additionally, information can be obtained from various Plans Rooms

The following is a complete list of those contractor businesses and individuals that obtained a bid packet:

Date	Contact Person	Company Name and Address	Phone Number	Fax Number	E-Mail Address	Hard Copy/Email Plans Room
5/23/16	Elaine Hobbs	Central Texas AGC 4500 W. Waco Drive (76710-7047)	254 772-5400	254 772-5451	Plans@centexAGC.org	website
5/31/16	Clark Myers	Myers Concrete Construction Wimberley, TX	512-847-8000	512-847-3831	clark@mversconstrucion.com	Email
5/31/16	Nancy Sanchez Jimmy Rodriguez	ASJ Construction, LLC Lampasas TX 76550	512-734-2185	254-213-1090	nsanchez@divinekc.com jrodriguez@asjconstructiontx.com	email
6/1/2016	Ronnie Fisher	R.A. Fisher Killeen, TX 76549	254-289-5953		rafisherelec@yahoo.com	hard copy
6/2/16	Henry Morales	Battery Warehouse	<u>965-577-1708</u>		henry.morales@att.net	plans room

withdrawn

BID ANALYSIS

**BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.**

Plan Holder List

**STEWART NEIGHBORHOOD SIDEWALK RECONSTRUCTION PROJECT
#15.04/B-15-MC-48-0020 BIDS DUE: JUNE 10, 2016 at 3:30 P.M.**

Date	Contact Person	Company Name and Address	Phone Number	Fax Number	E-Mail Address	Hard Copy/Email Plans Room
6/2/16	Josh Jacobsen	MF Construction Belton, TX	254-541-3319		josh@mfconst.com	Web site
		withdrawn				
6/2/16	Rusty Tatum	TTG Utilities Gatesville, TX	254-223-2981		rtatum@tgutilities.com	web
6/2/16	Hope McKee	Hard Hats & Heels Construction Services, Inc. Copperas Cove, TX	210-607-0089		hmckee@hhahc.com	web
6/2/16	Javier Alonzo	Yoko Excavating, LLC Belton, TX	817-319-1972		javierdirt@gmail.com	web
6/2/16	Amanda Matta	Cantu Tree Services	<u>254-300-8733</u>		amanda.matta@cantutreetrimming.com	email

As of 6/6/16 11:00 AM

BIDDER QUALIFICATION SUMMARY: Each bidder is required by federal regulation, to be certified through the Community Development Department formal Certified Contractor Application Process (CCAP).

Four (4) plan holders were previously certified through the Community Development Department.

BID CLOSING/OPENING:

Sealed bids were received by the Purchasing Division by June 10, 2016, 3:30 p.m. bid closing date and time, which were then opened at 3:45 p.m. at Killeen City Hall Council Chambers.

Attendees at the bid opening included: Karen Allums-RM Rodriguez Construction; Randy Jimenez, Purchasing Manager and Cinda Hayward, CD Programs Manager – both of the City of Killeen.


The bid tabulation is as follows:

BID ANALYSIS

BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.

BID/PROPOSAL TABULATION

BID #16-15 STEWART NEIGHBORHOOD SIDEWALK RECONSTRUCTION PROJECT
#15.04/B-15-MC-48-0020 BIDS DUE: JUNE 10, 2016 3:30 PM

Contractor's Submitting Bids/Proposals						
	RM Rodriguez Temple TX	Cantu Tree Training Svcs Killeen TX	Battery Warehouse McAllen TX			
						
DESCRIPTION						
CONCRETE Incl. Sidewalks, Driveway Approaches, ADA RAMP demo/remove/replace	225,475. ⁰⁰	X ✓	incl in total			
TREE & ROOT REMOVAL tree & root removal 1'-0" below finish grade	X ✓	40,105. ⁰⁰	incl in total			
TOTAL BID	225,475. ⁰⁰ ✓	40,105. ⁰⁰ ✓	191,087. ⁰⁰ ✓			
Addendum #1 <small>"✓" indicates attached and executed</small>	✓	X ✓	✓			
Addendum #2 <small>"✓" indicates attached and executed</small>	✓	X ✓	✓			
Bid Bond <small>"✓" indicates attached and executed</small>	✓	X ✓	✓			
KCDD Contractor Certification Application <small>"✓" indicates attached</small>	X ✓	✓	✓			

Initials CR df

page 1 of 2

BID ANALYSIS

BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.

BID/PROPOSAL TABULATION

BID #16-15 STEWART NEIGHBORHOOD SIDEWALK RECONSTRUCTION PROJECT
#15.04/B-15-MC-48-0020 BIDS DUE: JUNE 10, 2016 3:30 PM

Bids Opened by: Randy Jimenez Purchasing Manager Date: 10-Jun-16
Name and Position

Witnessed by: Hayward CD Program Mgr. Date: 6-10-16
Name and Position

Reviewed by: Collina CD Specialist Date: 6/16/2016
Name and Position

The following three (3) bids were received for the project:

Concrete only - RM Rodriguez - \$225,475.00;

Tree/Root Removal only – Cantu Tree Trimming Services - \$40,105.00;

Concrete and Tree/Root Removal – Battery Warehouse - \$191,087.00

Line item sections were deducted from the amounts submitted allowing for twenty-five of the thirty-three line item sections to be completed. Line thirty four - Mobilization is added to the contractor's line one in the Cumulative Total to ensure mobilization is included for the contractor.

BID ANALYSIS

**BID NO. 16-15 – Stewart Neighborhood Sidewalk Reconstruction Project
#15.04/B-15-MC-48-0020 OPENING JUNE 10, 2016 AT 3:45 P.M.**

CONCLUSION:

All total bids exceed the available budget for the project. Line item sections 22-33 are deducted resulting in twenty-one sections to be completed, adding contractor mobilization (\$14,000.00) and ten percent excess (\$12,978.80) for potential change orders for the project.

Funding for the Stewart Neighborhood Sidewalk Reconstruction Project under the PW- Transportation Department Street Services Division, was allocated \$140,700.00 0 (# 228-0066-495-51.80) from the FY 2015 Community Development Block Grant (CDBG) during the annual budget process under Ordinance #15-034. After advertising costs are deducted, remaining CDBG funds total \$140,325.90. An additional \$2,451.90 (# 010-3445-434-42.65) is also available from the Street Services Division with total combined available funding of \$142,777.80.

Staff recommends City Council award bid #16-15 to Battery Warehouse of McAllen, Texas in the amount of \$129,798.00.

Bids reviewed by: Cinda Hayward, CD Program Manager; Celeste Sierra, CD Specialist.

Prepared by: Cinda Hayward, CD Programs Manager, Community Development Department

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.

battery warehouse
 mcallen, TX United States

Certificate Number:
 2016-65792

Date Filed:
 06/04/2016

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

CITYOF KILEEN TX

Date Acknowledged:

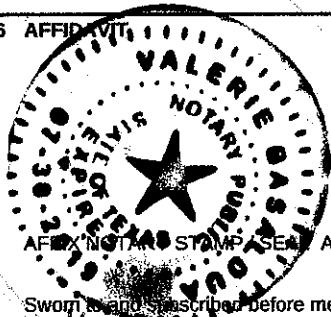
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15.04/B-15-MC-480020
 CONCRETE SIDEWALKS

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

5 Check only if there is NO Interested Party.

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



[Signature]

 Signature of authorized agent of contracting business entity

AFFIDAVIT NOTARY STAMP SEEN ABOVE

Sworn to and subscribed before me, by the said Henny Morales, this the 8 day of June, 2016, to certify which, witness my hand and seal of office.

[Signature] _____
 Signature of officer administering oath

Valerie Basdek _____
 Printed name of officer administering oath

Notary _____
 Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-088 **Version:** 1 **Name:** Abandonment 16-01AB
Type: Resolution **Status:** Resolutions
File created: 7/19/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**

Title: Consider a memorandum/resolution approving the abandonment of a .136 acre water main utility easement affecting the property currently approved as The Landing at Clear Creek Phase Four subdivision plat. The easement is located east of Clear Creek Road (S.H. 201) along the north right-of-way of Mohawk Drive, north of Nyla Drive.

Sponsors: Planning & Development Dept

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Application](#)
[Exhibit](#)
[Location map](#)
[QuitClaim Deed](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

CASE #16-01AB: CONSIDER A REQUEST FOR ABANDONMENT OF A .136 ACRE WATER MAIN UTILITY EASEMENT AFFECTING THE PROPERTY CURRENTLY APPROVED AS THE LANDING AT CLEAR CREEK PHASE FOUR SUBDIVISION PLAT

ORIGINATING DEPARTMENT

**Planning and Development Services
Department**

BACKGROUND INFORMATION

WBW Development Group, L.L.C. -Series 018 submits this request for the abandonment of a .136 acre water main utility easement granted to the City of Killeen and recorded via a separate instrument in Document #2012-00024779, Bell County Public Records. The recorded instrument grants a 15' wide water main easement in gross and was recorded on June 19, 2012. The attached Exhibit A illustrates the location of the easement.

DISCUSSION/CONCLUSION

The property is currently platted (but unrecorded) as The Landing at Clear Creek Phase Four. The property is located along east of The Landing at Clear Creek Phases I and II and consists of 30 residential lots. The 15' water main utility easement runs south of Lots 1 through 4, Block 3 and north within Lot 4 of the subdivision. Staff has notified other City departments and franchise utility providers and has received no objections to the applicant's abandonment request.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the City Council approve the water main utility easement abandonment request and authorize the City Manager to execute a quitclaim deed for the subject property and to do and perform every other act as she may deem necessary and appropriate to carry out the abandonment of the utility easement in accordance with this resolution. Planning staff will record the quitclaim deed prior to the filing of the subdivision plat.

**CITY OF KILLEEN
APPLICATION
REQUEST FOR ABANDONMENT**

NAME OF APPLICANT (TITLE/PROPERTY OWNER): WAW Development, Group, LLC-Series 018

ADDRESS: 3000 Illinois Ave Ste. 100

CITY: Killeen STATE: Texas ZIP: 76543

HOME PHONE: (254) 753-5353 BUSINESS: () CELL: ()

DESCRIBE THE PROPOSED ABANDONMENT: (i.e. utility, alley, drainage, etc.) Portion of the
Water Main Utility Easement

Doc # 2012-00024779 (Exhibit "A" and Exhibit "C")

DESCRIBE THE LOCATION OF THE PROPOSED ABANDONMENT: East end of
Mohawk Drive located in the Landing at Clear
Creek Phase IV

REASON FOR THE PROPOSED ABANDONMENT: Portion of the waterline within
the easement will be abandoned in place. The remaining of the
waterline is in the right-of-way of Mohawk Drive

Registered/Recorded Deed of the adjacent property owners making application for abandonment:
Have you attached the required copy of the deed? Yes No

Field Notes including diagram for the proposed abandonment:
Have you attached the original? Yes No

Non-refundable Abandonment Fee: \$415.00 payable by cash, check or money order:
Have you attached the required fee: Yes No

Signature of Applicant

Date

Bruce Whitis

Printed/Types Name of Applicant

Abandonment Procedure:

- Contact abutting property owners (if required)
- Contact appropriate City Departments and public utilities
- Forward to City Council
- Record documents with County

Exhibit "A" Continued

**FIELD NOTES
BELL COUNTY, TEXAS**

Field notes for a 0.136 acre tract or parcel of land situated in and being out of the John E. Maddera Survey, A-600, Bell County, Texas and being part of the called 85.23 acre tract of land described in deed to the WBW Land Investments, LP, in Volume 7852, Page 420, Official Public Records, Bell County, Texas, said 0.136 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an pk nail in the west base of a 6" cedar fence corner post marking the southeast corner of Bridgewood Addition Phase 2, an addition to the City of Killen recorded in Cabinet D, Slides 106 A-C, Plat Records of Bell County, Texas, same being an ell corner in the north line of said called 85.23 acre tract;

THENCE, S 72°22'45"E, 203.47 feet, along the north line of said called 85.23 acre tract and south line of said called Bridgewood Addition, Phase 2 acre tract to an iron rod set for the **BEGINNING** of the herein described tract;

THENCE, S 72°22'45"E, 15.00 feet, continuing along the north line of said called 85.23 acre tract and south line of said called Bridgewood Addition, Phase 2 acre tract to an iron rod set corner of the herein described tract;

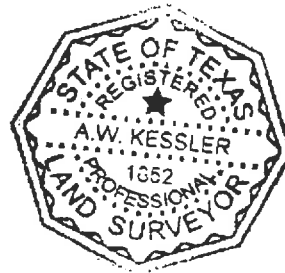
THENCE, across and upon said 85.23 acre tract with the following course;

1. S 16°24'26"W, 185.32 feet, to a point for corner;
2. N 65°22'02"W, 120.81 feet, to a point for corner;
3. N 57°34'55"W, 103.57 feet, to a point for corner;
4. N 16°40'56"E, 15.58 feet, to a point for corner;
5. S 57°34'55"E, 106.78 feet, to a point for corner;
6. S 65°22'02"E, 102.46 feet, to a point for corner;

THENCE, S 16°24'26"W, 168.31 feet, continuing across said called 85.23 acre tract, to the **PLACE OF BEGINNING** and containing 0.136 acres of land, more or less.

The bearings for this description is the east margin of Clear Creek Rd. and west line of said called 85.23 acre tract being N 18°12'58" E per deed of record.

 5-4-12
A. W. Kessler, R.P.L.S.



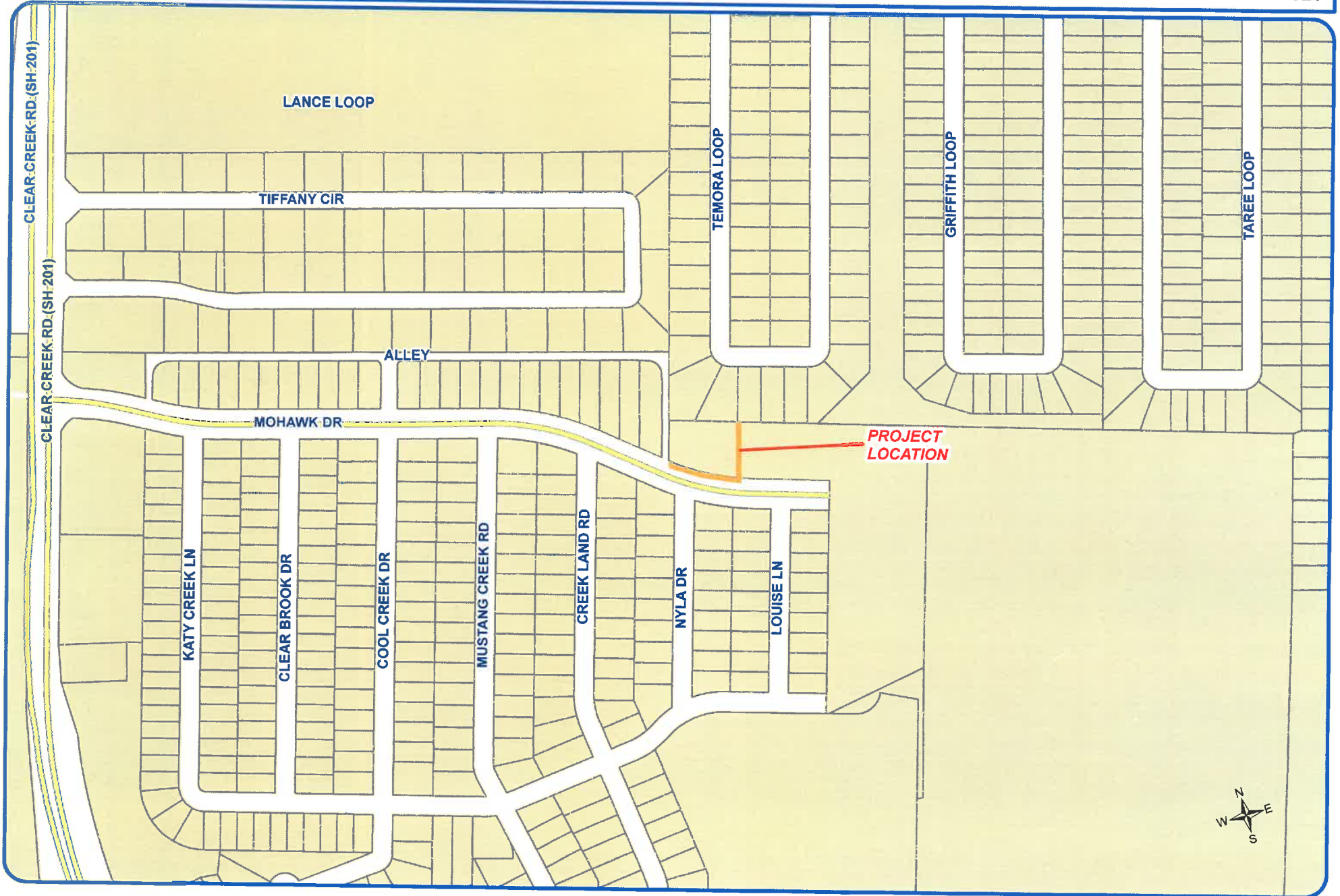
-  Abandonment
-  Parcels
-  City Limits

16-01AB Abandonment of Water Main Easement



Date: 3/1/2016

PLANNING AND
DEVELOPMENT SERVICES



QUITCLAIM DEED

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BELL §

WHEREAS, in Bell County, Texas, certain land was dedicated for the public need and use as a water main utility easement; and

WHEREAS, said land is no longer needed for public purposes and has no value to the City or the public; and,

WHEREAS, the City Council of Killeen has authorized the quitclaiming of the City’s rights and interest in such surplus land to the owner of the fee title, in consideration of relieving the City of the responsibility and cost of maintaining the land;

NOW, THEREFORE,

THAT the CITY OF KILLEEN, a municipal corporation located at 101 N. College Street, Killeen, Texas (herein called “Grantor”), of the County of Bell and State of Texas, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has QUITCLAIMED, and by these presents does QUITCLAIM, unto WBW Development Group, L.L.C.-Series 018 (herein called “Grantee”), 3000 Illinois Avenue, Suite 100, Killeen, Texas, the property described on Exhibit ‘A’, attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD, all of the Grantor’s right, title and interest in and to the above-described property and premises unto the Grantee, and Grantee’s successors and assigns forever; so that neither Grantor, or Grantor’s, successors and/or assigns, shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

When context requires, single nouns and pronouns include the plural.

The execution of this document was authorized by the duly elected and qualified City Council of the City of Killeen at a regular meeting of that body on the 9th day of August 2016.

EXECUTED on this 9th day of August 2016.

CITY OF KILLEEN, TEXAS

BY: _____
Lillian Ann Farris,
Interim City Manager

ATTEST:

BY: _____
Dianna Barker,
City Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on the _____ day of ____ 2016, by Lillian Ann Farris, on behalf of the City of Killeen, a Texas municipal corporation, in her official capacity as interim City Manager.

Notary Public, State of Texas



City of Killeen

Legislation Details

File #: RS-16-089 **Version:** 1 **Name:** KEDC DEAG Performance Agreement
Type: Resolution **Status:** Resolutions
File created: 7/12/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution approving a Killeen Economic Development Corporation performance agreement in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Performance Agreement](#)
[Appendix 1](#)
[Appendix 2](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Killeen Economic Development Corporation
DEAAG Performance Agreement**

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

The Defense Economic Adjustment Assistance Grant (DEAAG) Program is an infrastructure grant program designed to assist defense communities that are responding to or recovering from either expanded or reduced military missions, or that have been positively or negatively impacted by a change in defense contracts or an announced change to fund projects that will increase the military value of the military installation. In cooperation with and support of Fort Hood officials, the City formally applied for a DEAAG to repair and rehabilitate the Army Radar Approach Control Facility (ARAC) on Robert Gray Army Airfield. On February 23, 2016, Council approved a Memorandum of Agreement with the United States Army Garrison at Fort Hood (USAG-FH), to contribute up to \$1,000,000 toward this project. A grant in the amount of \$3,475,000 was offered by the Texas Military Preparedness Commission which Council accepted on July 12, 2016. Council also approved a professional services contract for design and bidding of the project on April 12, 2016.

DISCUSSION/CONCLUSION

The final monetary segment for the project is to formalize the financial participation of the Killeen Economic Development Corporation (KEDC); thus, Staff has negotiated a Performance Agreement with the KEDC that will provide up to \$525,000 towards this project. This Performance Agreement establishes the obligations of the KEDC and the City relative to payment schedules and procedures.

FISCAL IMPACT

Approval of this agreement will provide revenue of up to \$525,000.00 in account number 528-0000-362.05-08.

RECOMMENDATION

The City Council approve the Killeen Economic Development Corporation Performance Agreement in the amount of \$525,000 and authorize the City Manager to execute all necessary agreement documents, and that it expressly authorize the City Manager to execute any and all amendments to the agreement within the amounts set by state and local law.

PERFORMANCE AGREEMENT BETWEEN THE KILLEEN ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF KILLEEN

On the ____ day of _____, 2016, this **PERFORMANCE AGREEMENT** was entered into by the **KILLEEN ECONOMIC DEVELOPMENT CORPORATION** (hereafter called "KEDC") and the **City of Killeen**, (hereafter called "CITY"), on the following terms and conditions:

I. Definition.

The *Army Radar Approach Control (ARAC)* is a facility, located at Robert Gray Army Airfield (RGAAF), which houses equipment that enables qualified personnel to control all aircraft within a sixty (60) mile radius of RGAAF. The ARAC directly controls the restricted airspace and military operating areas around Fort Hood. The ARAC facility also provides support in Fort Hood military deployments, Fort Hood range live-fire training and aviation training as well as Killeen area commercial aviation and Federal Aviation Administration (FAA) radar functions.

- A. Purpose:** The purpose of the *project* is to repair, replace and upgrade all electrical power and distribution systems; replace and upgrade heating, ventilation, and cooling systems; upgrade emergency power systems; rehabilitate floors, walls, ceilings, and roof; and make internal structural improvements to enhance operator efficiency to meet mission requirements. Additionally, this project will bring the structure up-to-date with the latest military and federal installation design standards.
- B. Employment:** This project will retain approximately seven hundred forty-seven (747) full-time military and civilian jobs.

II. KEDC Responsibilities: Based upon the representations, inducements and commitments by CITY, as set forth in this Agreement, and for the purposes of obtaining professional services and/or expenses associated with the creation and/or retention of military and/or civilian jobs, KEDC covenants and agrees that:

A. Grants.

- 1. KEDC will fund the amount of Five Hundred Twenty-Five Thousand (\$525,000) Dollars to meet the matching fund requirement as set forth by the Defense Economic Adjustment Assistance Grant (DEAAG) application submitted to the State of Texas in March 2016 and awarded in April 2016.
 - i. The KEDC grant will be disbursed after October 1, 2016 but before September 31, 2017.

- ii. The KEDC grant will be disbursed in quarterly payments within thirty (30) days of receipt of invoice from the City.

KEDC will have no role, other than funding, in the renovation of the ARAC facility.

III. CITY Responsibilities: Based upon the representations, inducements and commitments by KEDC, as set forth in this Agreement, the CITY covenants and agrees that:

- A. **Project:** The CITY will design and manage the repair and rehabilitation of the ARAC facility
- B. **Schedule:** The CITY schedule for the project is included as Appendix 1. Deviance from this schedule of more than 30 days will be reported to KEDC.

Failure by the CITY to meet any of these obligations shall be a default under Item VI.

IV. FINANCIAL DETAILS: This Performance Agreement will serve as the agreement between both parties and the KEDC commitment to contribute for construction cost for the ARAC project per paragraph II.

- A. **Billing:** The CITY is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit quarterly billings to the KEDC, which cover the previous quarter's expenses, so they are received by the KEDC on or before the twentieth (20th) day after the end of each quarter, or if the 20th falls on a weekend or holiday, the next business day. Quarterly reimbursement requests are due: (1) First quarter – December 20; (2) Second Quarter – March 20; (3) Third Quarter – June 20; (4) Fourth Quarter – September 20.

The KEDC will make all reasonable efforts to promptly process and make payments on properly completed billings. The CITY may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this Agreement; or (2) forty-five (45) calendar days after the end of KEDC fiscal year. A sample invoice is included in Appendix 2.

- B. **Financial Reporting:** The CITY will provide KEDC with copies of the required project financial reports and pay requests submitted to the Office of the Governor, Texas Military Preparedness Commission.

V. Access to Records: The CITY will supply prompt verification of compliance with these obligations to KEDC, as requested, and will promptly provide access

to any records necessary to verify construction progress to upgrade the ARAC facility. To the extent allowed by law, KEDC agrees that it shall maintain all documentation on this project as confidential and that it shall not in any way, manner or form distribute, disclose or publicize any such information provided by the CITY, without first obtaining CITY's written consent, unless it has a legal requirement to do so. KEDC agrees to take all reasonable measures to protect the proprietary and confidential nature of and avoid disclosure or unauthorized use of, any information provided by CITY. KEDC shall furnish such information only to its officers, directors, employees, accountants, attorneys and other agents who need to know the information for the purpose of confirming CITY's compliance with this Agreement and such information may only be provided if such receiving persons agree to maintain the confidentiality of such information in accordance with this paragraph. Nothing stated herein shall be understood to require KEDC to take any action prohibited by law.

The parties to this agreement understand that KEDC is an entity of the City of Killeen and, as such, is subject to the Open Records and Open Meetings laws of the State of Texas.

VI. Default: Failure by CITY to execute any of the responsibilities set forth in paragraphs IIIA and IIIB shall constitute a default of this agreement. Upon KEDC's determination of default by CITY, written notice of such default shall be sent to the City of Killeen, Department of Aviation via certified mail or overnight delivery at: 8101 Clear Creek Road, Box C, Killeen, TX 76549. Upon receipt of the notice of default, CITY shall have forty-five (45) days to cure the default.

The penalty for failure to cure a default shall be the termination of payments.

VII. Notice to KEDC: All notices by or from CITY to KEDC shall be sent by fax and certified mail to the President of the Greater Killeen Chamber of Commerce at (254) 526-6090 and P.O. Box 548, Killeen, Texas, 76540-0548, respectively.

VIII. Parties Bound and Assignment: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party which consent shall not unreasonably be withheld.

IX. Authorization: The parties acknowledge and represent to each other that the persons who executed this Agreement were duly authorized to do so on behalf of each party and all necessary authorization and approvals have been properly obtained.

X. Successor Interests: This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of each party.

XI. Headings: This Agreement's section headings are for convenience only, are not deemed part of its substantive provisions, and are not to be considered in its construction or interpretation.

XII. Counterparts: This Agreement may be executed in multiple counterparts, each of which will be deemed an original. All such counterparts together will constitute one instrument. Facsimile signatures shall be deemed originals, if an original is provided within five (5) days of the facsimile signature.

XIII. Force Majeure: CITY shall be excused from its obligations hereunder if caused by a force majeure event, including fire, flood, tornado, earthquake, riot, legal enactment, government regulations, Act of God, labor dispute, action or order of any judicial, legislative, governmental or quasi-governmental authority, or any other cause beyond CITY's reasonable control.

XIV. 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.

XV. Entire Agreement; Modifications: This Agreement constitutes the entire agreement between the Parties, and supersedes all previous understandings, commitments or representations concerning the subject matter of this Agreement. Except as provided in this Agreement, this Agreement may not be amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the party against whom the amendment, modification or waiver is sought to be enforced. If any portion of this Agreement is held to be unenforceable, then the remainder of the Agreement will survive and will be construed to reflect the intent of the parties.

Executed at and performable in Killeen, Bell County, Texas.

KILLEEN ECONOMIC DEVELOPMENT CORPORATION

BY: _____
President

DATE: _____

CITY OF KILLEEN

BY: _____
Lillian Ann Farris, Interim City Manager

DATE: _____

KILLEEN-FORT HOOD REGIONAL AIRPORT - ARAC BUILDING RENOVATION

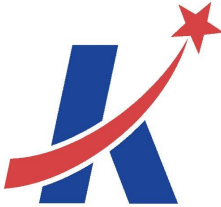
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Apr '16	May '16	Jun '16	Jul '16	Aug '16	Sep '16	Oct '16	Nov '16	Dec '16	Jan '17	Feb '17	Mar '17	Apr '17	May '17	Jun '17	Jul '17	Aug '17	Sep '17	Oct '17
1	City Approval of Contract	0 days	Tue 4/12/16	Tue 4/12/16	◆ 4/12																		
2	Effective Date of Notice to Proceed	0 days	Wed 4/13/16	Wed 4/13/16	◆ 4/13																		
3	Preliminary Design (50%)	41 days	Wed 4/13/16	Wed 6/8/16	█																		
4	Surveying Services	16 days	Wed 4/13/16	Wed 5/4/16	█																		
5	Project Kickoff Meeting/Site Visit	0 days	Mon 4/18/16	Mon 4/18/16	◆ 4/18																		
6	Preparation of Preliminary Design Submittal	26 days	Mon 4/18/16	Mon 5/23/16	█																		
7	DPW Receipt of Preliminary Design (Digital Copy)	0 days	Tue 5/24/16	Tue 5/24/16					◆ 5/24														
8	GRK/DPW Receipt of Preliminary Design (Paper Copy)	0 days	Wed 5/25/16	Wed 5/25/16					◆ 5/25														
9	GRK/DPW Review of Preliminary Design	10 days	Wed 5/25/16	Tue 6/7/16					█														
10	Preliminary Design Review Meeting	0 days	Wed 6/8/16	Wed 6/8/16					◆ 6/8														
11	Final Design (95%)	40 days	Thu 6/9/16	Wed 8/3/16	█																		
12	Preparation of Final Design Submittal	28 days	Thu 6/9/16	Mon 7/18/16	█																		
13	DPW Receipt of Final Design (Digital Copy)	0 days	Tue 7/19/16	Tue 7/19/16					◆ 7/19														
14	GRK/DPW Receipt of Final Design (Paper Copy)	0 days	Wed 7/20/16	Wed 7/20/16					◆ 7/20														
15	GRK/DPW Review of Final Design	10 days	Wed 7/20/16	Tue 8/2/16					█														
16	Final Design Review Meeting	0 days	Wed 8/3/16	Wed 8/3/16					◆ 8/3														
17	Construction Documents (100%)	12 days	Thu 8/4/16	Fri 8/19/16	█																		
18	Preparation of Construction Documents	8 days	Thu 8/4/16	Mon 8/15/16	█																		
19	GRK/DPW Receipt of Construction Documents	0 days	Tue 8/16/16	Tue 8/16/16					◆ 8/16														
20	GRK/DPW Approval of Construction Documents	3 days	Wed 8/17/16	Fri 8/19/16					█														
21	Bidding Services/Construction Contracts	46 days	Sun 8/21/16	Fri 10/21/16	█																		
22	First Advertisement	0 days	Sun 8/21/16	Sun 8/21/16					◆ 8/21														
23	Second Advertisement	0 days	Sun 8/28/16	Sun 8/28/16					◆ 8/28														
24	Pre-Bid Meeting	0 days	Thu 9/1/16	Thu 9/1/16					◆ 9/1														
25	Bid Opening	0 days	Thu 9/15/16	Thu 9/15/16					◆ 9/15														
26	Review Bids and Issue Recommendation of Award	2 days	Thu 9/15/16	Fri 9/16/16					█														
27	Construction Contract into Legistar	0 days	Mon 9/19/16	Mon 9/19/16					◆ 9/19														
28	Council Approval of Contract	0 days	Tue 10/11/16	Tue 10/11/16																			
29	Issue Notice of Award to Contractor	0 days	Wed 10/12/16	Wed 10/12/16																			
30	Construction Contracts Executed	0 days	Fri 10/21/16	Fri 10/21/16																			
31	Notice to Proceed/Preconstruction Meeting	0 days	Mon 10/24/16	Mon 10/24/16																			
32	Construction	224 days	Mon 10/24/16	Thu 8/31/17	█																		
33	Project Closeout	21 days	Fri 9/1/17	Fri 9/29/17																			█

SCHEDULE LEGEND

Phase Garver Task GRK/DPW Task Milestone





City of Killeen
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Box C
Killeen, TX 76549
254-501-8700

Invoice

Date	Invoice #
10/1/2016	Sample Inv

Bill To
Killeen Economic Development Corporation P.O. Box 548 Killeen, TX 76540-0548

Terms	Due Date
Net due in 30 days.	11/1/2016

Description	Terms		Due Date
	Qty	Rate	Amount
SAMPLE INVOICE	0	0.00	0.00
To avoid late charges pay total amount due by due date above to "City of Killeen".	Total		\$0.00
	Balance Due		\$0.00



City of Killeen

Legislation Details

File #: RS-16-090 **Version:** 1 **Name:** KAYA Associates Inc. Contract - DEAAAG Project
Type: Resolution **Status:** Resolutions
File created: 7/19/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution approving a sole source contract with KAYA Associates, Inc. in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Letter of Agreement](#)
[Exhibit A](#)
[Exhibit B](#)
[Sole Source Letter](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Sole source Contract with KAYA Associates, Inc. in support of a DEAAG Project

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

The City of Killeen has been awarded and the City Council approved acceptance of a Defense Economic Adjustment Assistance Grant (DEAAG) from the State of Texas for the repair and renovation of the Army Radar Approach Control (ARAC) facility located on Robert Gray Army Airfield (RGAAF). There are two critical components for this project: (1) the Transportable Air Traffic Control Communications and Radar Operations Facility (TACROF), and (2) the removal, storage, reinstallation, and certification of sensitive air traffic control (ATC) equipment.

DISCUSSION/CONCLUSION

The TACROF is a transportable, containerized airfield ATC operations system which contains all the automation and systems necessary to adequately manage the airspace traffic of a fully functional approach control facility while maintaining connectivity to the National Airspace System. Essentially, this is a temporary ATC facility the Army owns, that will allow the ARAC Mission to be fully functional during the renovation project. This contract includes the packaging, shipping, setup, integration, commission/certification and maintenance of the Army owned TACROF at RGAAF, and the removal, de-installation, packing, and shipping at the conclusion of the project.

The TACROF is a one of a kind facility, designed and built by KAYA Associates Inc. (KAYA) specifically for the U.S. Army, and is managed by the U.S. Army Program Manager Air Traffic Control (PM ATC). Per PM ATC Directives, only companies with demonstrated system experience and proficiency, and the proper training and certification on the unique equipment in the TACROF can be contracted to work on the equipment contained in the facility. KAYA is the only company which meets these criteria and has trained and certified technicians that have experience with the TACROF. Further, KAYA has been the only company contracted to relocate and integrate the TACROF into Army ATC Operations; therefore they are the only company with demonstrated experience and system proficiency as required by PM ATC.

Moreover, KAYA has fully trained technicians to handle the removal, storage, and reinstallation of the existing ATC equipment. However, and most importantly, these technicians are accredited to re-certify this equipment per Federal Aviation Administration (FAA) requirements and standards for use by RGAAF ATC personnel.

Inasmuch as PM ATC only allows contractors with a demonstrated proficiency and experience to install the TACROF; and KAYA is the only company which has the experience and proficiency necessary to integrate the TACROF into the Fort Hood ATC system; and KAYA is the only company used by the Army for this work, this transaction is exempt from required sealed

competitive bidding under Texas Local Government Code 252.022(a)(7), which exempts items/services from the competitive process for "items that are available from only one source."

The ARAC facility provides air traffic control services to military and civil aircraft operating in a sixty (60) nautical mile radius of RGAAF. It is responsible for the safe and expeditious flow of traffic through its assigned area twenty-four (24) hours per day, seven (7) days per week, year round. This facility is the only ARAC, military or civilian, authorized by the FAA to operate unmanned aerial system (UAS) aircraft simultaneously, in the same airspace, with military and commercial air service traffic.

The ARAC facility directly controls five (5) restricted airspace areas and four (4) military operating areas around Fort Hood that enables the training of troops, including necessary live-fire training, UAS operations, and aviation training. Additionally, the ARAC must be operational for three critical components of the military mission of Fort Hood: (1) due to safety concerns to the public, civil and military aviation, the restricted areas where military training and live-firing is performed can only be operational when the ARAC is operational to control the airspace; (2) for the operation of UAS missions within the training areas; and, (3) for continuous availability of power projection missions. Without this facility, Fort Hood would be unable to meet its power projection mission, its training mission, or its Army aviation mission. Additionally the ARAC provides radar and control services for the commercial operations at Killeen Fort Hood Regional Airport.

The TACROF, integrated and supported by KAYA, will provide the interim services necessary to continue the Fort Hood mission and the Killeen Fort Hood Regional Airport commercial operations with uninterrupted service. Due to the importance of this facility in maintaining the safety of the arriving and departing aircraft and controlling the restricted airspace around the live fire ranges on Fort Hood, this procurement is also exempted from bidding under Texas Local Government Code 252.022(a)(2), which exempts items/services from the competitive process for "a procurement to preserve or protect the public health or safety of the municipality's residents."

Staff has negotiated a contract with KAYA Associates, Inc. for the packaging, shipping, setup, integration, commission/certification, and maintenance of the Army owned TACROF, and the removal, storage, reinstallation, and certification of the existing ATC equipment, in the amount of \$733,598.00.

FISCAL IMPACT

Funding for this contract will be paid through the DEAAG Project account number 528-0505-521.57-81. All costs of this project are being reimbursed via the DEAAG Grant, and the matching contributions from Killeen Economic Development Corporation (KEDC), and United States Army Garrison at Fort Hood (USAG-FH).

RECOMMENDATION

The City Council approve the contract with KAYA, Associates, Inc. in the amount of \$733,598.00 and authorize the City Manager to execute all necessary agreement documents, and that it expressly authorize the City Manager to execute any and all amendments to the agreement within the amounts set by state and local law.

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and KAYA Associates, Inc. (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this 19th day of July 2016.

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 perform the tasks set forth in the contract proposal which is attached as Exhibit ‘A’ and incorporated herein for all purposes.

Term of Agreement. This Agreement shall commence on or about the 15th day of August 2016, and terminate 410 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above sum of **\$733,598.00**. Contractor will request progress payments, and the City will pay Contractor on a monthly basis, based upon invoices submitted by Contractor to the City indicating the estimated proportion of the work accomplished.

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

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. Contractor shall follow all applicable clauses and assurances in the Agreement for the Defense Economic Adjustment Assistance Grant attached as Exhibit ‘B’.

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.

Amendment. This Agreement may be modified or amended if such amendment is made in writing and is signed by both parties.

SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 2016, 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

Lillian Ann Farris, Interim City Manager
City of Killeen

Printed: Steven R. Johnson
Title: Operations Manager



**Robert Gray
Army Radar Approach Control (ARAC)
Renovation Contract
Fort Hood, TX**



**Submitted to:
Mike Wilson
Operations Manager
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Box C
Killeen, TX 76549
(254) 501-8704 – office**

**Submitted By:
KAYA Associates, Inc.
135 Crestview Court
Nicholasville, KY 40356**

15 July 2016

Exhibit "A"

15 July 2016

Mike Wilson
Operations Manager
Killeen–Fort Hood Regional Airport
8101 Clear Creek Road, Box C
Killeen, TX 76549
(254) 501-8704 – office

Subject: Robert Gray ARAC Renovation – Contract

Dear Mr. Wilson:

KAYA Associates, Inc. (KAYA) is pleased to provide this proposed contract to the City of Killen, Killeen–Fort Hood Regional Airport. Founded in 2003, KAYA is a Veteran Owned Small Business (VOSB) headquartered in Huntsville, AL. We maintain a Top Secret Facility Clearance. KAYA is a \$30M business with over 133 employees, a \$5 million line of credit, a DCAA/DCMA approved accounting system, and no liabilities.

The table below contains a summary of Point-of-Contact (POC) and business information.

Firm	KAYA Associates, Inc.
Address:	101 Quality Circle Suite 120 Huntsville, AL 35806-4530
Contractual POC:	Lisa Gilmore Phone: 256-713-1565 Email: gilmorel@kayacorp.com
Technical POC:	Steve Johnson Phone: 859-948-5952 Email: johnsons@kayacorp.com
CAGE Code	3FA29
DUNS #	131043189
Tax ID Number (TIN)	84-1624495

KAYA has worldwide experience installing, repairing, and maintaining a myriad of Air Traffic Control (ATC) navigation, communications, and telecommunications equipment for our ATC customers. Our installation team provides turnkey “cradle to grave” services, from site preparation, construction/installation, heavy equipment operation, rigging and lifting, integration, tower erection, fabrication, repair, checkout and testing, modification, and site acceptance to de-installation/removal and site demolition for ATC and Air Traffic Services facilities, as well as upgrade of electrical/electronic equipment and systems (hardware and software). We have performed communication equipment upgrades and installation work in both CONUS and OCONUS at over 80 locations in 8 countries and in 29 states, including remote and inhospitable environments.

KAYA’s proposed cost for this effort is **\$733,598.00** (tax not included), which will be valid for 60 days.

Work under this contract will consist of providing all equipment, materials, and personnel required for engineering, fabrication, deinstallation, reinstallation of existing equipment, installation of new equipment/material, integration, and testing to support the Fort Hood, TX Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) Renovation Project. This project will encompass the full range of project management, engineering, procurement, fabrication, deinstallation, reinstallation, and installation of new and testing services as required to support the RGAAF ARAC Renovation Project at Fort Hood, TX. Specific work elements to be accomplished are as follows:

1. Engineering:

- Perform a detailed engineering site survey that will provide a systematic approach to successfully transition the current ARAC operations to the Transportable Air Traffic Control Communications and Radar Operations Facility (TACROF) (limited to TACROF capabilities), deinstall ATC equipment, and reinstall/install ATC equipment after the facility renovation is completed. Survey items include:
 - Cable Tray/Ladder
 - Airfield Interconnect Cabling
 - Power Distribution
 - Surge Protection Device (power, communications, and RF as required)
 - Equipment Grounding and Bonding
 - Lightning Protection System
- Provide an Engineering Installation Package (EIP) with a detailed List of Materials (LOM).
- Prepare redlined drawings documenting any changes during reinstallation/installation.
- Provide as-built drawings in accordance with any redline changes that depict the final condition of the ARAC Renovation Project within 30 work days after site acceptance.

2. TACROF:

- Pack and ship the TACROF from Fort Riley, KS to RGAAF.
- Accomplish site preparation at RGAAF for the TACROF as detailed in the approved EIP, which may include:
 - Install any cabling needed for ATC services between the TACROF shelter(s) and the RGAAF ARAC and ATCT.
 - Power distribution.
 - Install any new surge protection systems/devices needed to support the TACROF power, communications, and RF.
 - Identify any new grounding upgrades/systems needed to connect to the Earth Electrode System (EES) to support the TACROF.
 - Identify any new grounding upgrades/systems needed to connect to the Multipoint Ground System (MPG) to support the TACROF.
 - Identify any new LPS upgrades/systems needed to support the TACROF.
 - Integrate the TACROF into the existing ATC network on the airfield.
 - Provide air conditioning (AC) and power system maintenance for 18 months (estimated at one annual service). System maintenance does not include major repairs such as condensers or power system batteries.

3. Deinstallation:

- Deinstall all ATC equipment, consoles, racks, cabling, and ancillary items associated with the ATC equipment.
- Deinstalled items to be reinstalled will be transported to a secure storage area provided by the customer.
- Deinstalled items not being reinstalled will be disposed of per customer direction.

4. Reinstallation/Installation IAW approved EIP:

- Install and reconfigure equipment racks/consoles. Existing cabinetry from the IFR room will be reinstalled in a separate area to support the simulator/training.
- Install all ATC peripheral equipment into Government furnished cabinetry in the IFR room.
- Install new Intermediate Distribution Frame (IDF).
- Install new branch power circuits and grounding.
- Install new signal cabling and connectors. All cabling will be labeled for identification and traceability.

- Reinstall all ATC equipment.
- Install Government furnished ILS Glide Slope tower onto the Government furnished (renovation contractor) foundation located outside on the back side of the ARAC Equipment Room.

5. Site Testing and Acceptance:

- Integration and testing of all installed equipment
- Technical Acceptance Recommendation (TAR)

References:

- NFPA 780, Standard for the Installation of Lightning Protection Systems, December 2014
- FAA-STD-019e, Standard for the Installation of Lightning Protection Systems, 22 December 2005
- FAA-STD-020b, Transient Protection, Grounding, Bonding, and Shielding Requirements for Electronic Equipment, 11 May 1992
- NFPA 70 National electric Code (2014)

KAYA looks forward to the opportunity to provide high quality, responsive support to the City of Killen, Killeen–Fort Hood Regional Airport.

If you have any questions or comments, please contact me at (859) 948-5952 or by email to johnsons@kayacorp.com.

Sincerely,



Steven R. Johnson
 Operations Manager, NAVAIDS-ATC
 KAYA Associates, Inc.

CITY OF KILLEEN

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

**AGREEMENT FOR THE
DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT
BETWEEN THE
OFFICE OF THE GOVERNOR,
TEXAS MILITARY PREPAREDNESS COMMISSION
AND
CITY OF KILLEEN**

**STATE OF TEXAS
COUNTY OF TRAVIS**

THIS AGREEMENT is between the Office of the Governor, Texas Military Preparedness Commission, P.O. Box 12428, Austin, Texas 78711 (“OOG” or “Grantor”), and the City of Killeen (“Grantee”). OOG and Grantee are referred to collectively as the “parties.” The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 1. PURPOSE. This Grant is awarded pursuant to Texas Government Code, Chapter 436, which authorizes OOG to administer the Defense Economic Adjustment Assistance Grant (“DEAAG”) program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

SECTION 2. TERM OF AGREEMENT. This Agreement will commence September 1, 2016 and will terminate on August 31, 2017, or upon the completion of the Grant Project as described herein, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

SECTION 3. PROJECT REQUIREMENTS. Consistent with Section 436.203 of the Texas Government Code, grant proceeds may be used for the purchase of property, new construction, rehabilitation or renovation of facilities or infrastructure, or purchase of capital equipment or facilities insurance, and if applicable, to purchase or lease equipment to train certain workers. Subject to the requirements of applicable law and this Agreement, Grantee may use grant proceeds as cost reimbursement for certain actual, reasonable, and allowable costs that are directly allocable to the Project in accordance with the Grant Project, as further described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative), and the Grantee's DEAAG Grant Application.

SECTION 4. OOG OBLIGATIONS.

A. The OOG shall reimburse the Grantee for the actual and allowable allocable costs incurred by Grantee during the term of this Agreement, subject to the requirements and limitations set forth herein.

B. OOG shall not be liable to Grantee for any costs incurred by Grantee that are not strictly in accordance with the terms of this Agreement.

SECTION 5. MAXIMUM AMOUNT OF GRANT. Notwithstanding any other provision of this Agreement, the total of all grant reimbursement payments and other obligations incurred by OOG under the terms of this Agreement shall not exceed **THREE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$3,475,000.00) DOLLARS**. The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OOG is voidable by the OOG, unless this Agreement is amended.

SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.

A. Grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Project. Grant funds may not be used for the payment of taxes, overtime, overhead, debt repayment, indirect expenses, or administrative expenses.

B. All grant funds will be disbursed on a cost reimbursement basis only. Only costs that have been incurred and paid by the Grantee are eligible for reimbursement. Grant funds are not eligible for use to provide an advance payment to a Grantee or subgrantee.

C. In no case shall the payments made to a Grantee exceed the actual, reasonable, and allowable costs that are directly allocable to the Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

D. Pre-award costs incurred prior to the effective date of the Agreement may be allowable only with the written approval of the OOG and only to the extent that they would have been allowable if they had been incurred after the date of the award.

E. All costs must be allowable in accordance with the purposes authorized by Texas Government Code, Chapter 436, the DEAAG Administrative Rules (Title I, Texas Administrative Code, Chapter 4, Subchapter B), this Agreement, the Grant Budget, and other applicable law.

F. The grants are subject to the requirements of applicable state law, regulations, and policies, including, but not limited to, Texas Government Code Chapter 783, the administrative rules of the Texas Comptroller of Public Accounts at Title 34, Chapter 20, Subchapter I of the Texas Administrative Code, and the State Uniform Grant Management Standards (UGMS). The UGMS is available for download at: <http://comptroller.texas.gov/procurement/prog/grant-management/>. The 2004 version of the UGMS is the current version as of the date of this

Agreement, however the UGMS may be updated by the Comptroller of Public Accounts from time-to-time.

G. Grantees agree to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT. Grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. All of the following conditions precedent must be met to the satisfaction of OOG prior to any reimbursement payments:

A. All costs incurred by Grantee for which Grantee seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Project costs described in the Grant Budget.

B. OOG must have received from Grantee a Request for Reimbursement specifying the amount of the Grant being requested, along with invoices showing all such costs. **No requests for the reimbursement of expenditures incurred by the Grantee after August 31, 2017 will be considered by OOG.** The total amount already disbursed plus the amount requested shall not exceed the maximum amount of the Grant set forth in Section 5 of this Agreement.

C. Grantee must be in compliance with all terms of this Agreement.

D. Grantee must have supplied to the OOG all reports or other items that OOG requires or has requested.

SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.

A. **Reimbursement Request.** The OOG will make a reimbursement payment to the Grantee only in response to an approved Request for Reimbursement from the Grantee for the payment of actual, reasonable, and allowable costs that are directly allocable to the Project. The Grantee's reimbursement request will be submitted to the OOG in the form and manner as approved by the OOG and will specify the detailed and total expenses for the reimbursement request. All requests for the reimbursement of allowable costs will be submitted to the OOG in accordance with the schedule as set forth in Section 8.C.

All reimbursement requests and payment inquiries shall be submitted directly to:

Office of the Governor
Texas Military Preparedness Commission
Attn: Alexandra Taylor
P.O. Box 12428
Austin, Texas 78711
alexandra.taylor@gov.texas.gov

B. **Required Documentation.** Each Request for Reimbursement presented must include: (1) identification of the specific OOG Agreement; (2) the Grantee's federal tax identification

number; (3) the name and division of the OOG contact; (4) description of the services/costs/expenses and the dollar amount attributable to each; (5) the name of the entity or person providing the service and the cost(s) charged by such entity or person; and (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable.

Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, a check register or transaction register, bank reconciliation detail, copies of voided checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure(s) to which the reimbursement relates.

Each item of expenditure shall be specifically attributed to the eligible project cost category as identified in the Grant Budget. By submission of a reimbursement request, Grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) that the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and that all supporting documentation is attached.

C. Timing of Submission of Request for Reimbursement to the OOG; Close-Out Invoice.

Grantee is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit quarterly billings to the OOG, which cover the previous quarter's expenses, so that they are received by the OOG on or before the twentieth (20th) day after the end of each quarter, or if the 20th falls on a weekend or holiday, the next business day. Quarterly reimbursement requests are due: (1) First quarter – December 20; (2) Second Quarter – March 20; (3) Third Quarter – June 20; (4) Fourth Quarter – September 20.

The OOG will make all reasonable efforts to promptly process and make payments on properly completed billings. Grantee may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this Agreement; or (2) forty-five (45) calendar days after the end of each state fiscal year.

D. Final Deadline for Reimbursement Requests. All requests for reimbursement must be received by the OOG no later than **October 15, 2017** (i.e., forty-five (45) calendar days after termination of this Agreement). An Agreement amendment must be executed by the OOG and the Grantee in order to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

E. Disclosure of Reimbursement Information under the Public Information Act. All reimbursement documentation submitted to the Office of the Governor (OOG) is subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"), whether created or produced by the Grantee or by any third-party. If it is necessary

for the Grantee to include proprietary or otherwise confidential information in the documents submitted, that particular information should be clearly identified as such. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information is not acceptable, and will not render the whole of the information confidential. Any information, which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act.

F. Right to Request Additional Documentation. Upon the request of the OOG, the Grantee must submit to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

G. Allowable Costs. The OOG shall reimburse the Grantee only for actual, reasonable, and allowable costs that are directly allocable to the Project as determined by the OOG in accordance with the Texas Government Code, Chapter 436, the DEAAG Administrative Rules (Title I, Texas Administrative Code, Chapter 4, Subchapter B), this Agreement, the Grant Budget, and in conformity with the UGMS.

SECTION 9. BUDGET ADJUSTMENT. Prior written approval from the OOG is required if Grantee anticipates altering the scope of the grant, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than 10% of the annual budget, and/or adding new line items to any awarded budget category.

SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION. Grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds. Grantee shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. Grantee shall maintain a current inventory of all equipment, which shall be available to the OOG at all times upon request, however, as between the OOG and Grantee title for equipment will remain with Grantee. Grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, Grantee shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the UGMS.

SECTION 11. REPORTING REQUIREMENTS.

A. Until Grantee has submitted a Project Completion Report to OOG, Grantee shall submit a Quarterly Project Status Report to OOG, using the form attached hereto as Exhibit D, no later than twenty (20) calendar days after the end of each calendar quarter summarizing grant expenditures and detailing the progress on grant requirements.

B. After Grantee has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty (120) calendar days after termination of this Agreement, Grantee shall submit to OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. Grantee shall provide to OOG a

Certification of Delivery, certifying that Grantee has received delivery of all equipment purchased pursuant to this Agreement.

C. No later than sixty (60) calendar days after the date on which Grantee submits its Project Completion Report to OOG, Grantee shall provide to OOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Project. For purposes of this Agreement, job creation, retention, and training rates may be evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

E. Grantee shall provide to OOG additional information regarding the status of the Project at any time upon request from OOG.

F. Grantee shall cooperate with OOG and provide all requested assistance to OOG in connection with the preparation of any reports required from time to time to be made by OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, the Project, or the Grant Application.

G. All reports provided to OOG must be signed by the duly authorized representative of Grantee.

I. **Failure to Provide Required Reports and Other Documentation.** If after a written request by the OOG, Grantee fails to provide required reports, information, documentation or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

SECTION 12. CORRECTIVE ACTION.

A. **Failure to Progress with Grant Project.** If after written notice by the OOG to the Grantee, Grantee fails to make progress on the grant project, then the OOG may consider this act a possible default under this Agreement.

B. **Notice of Possible Default.** The parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OOG or Grantee. The OOG, in its sole discretion, will determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Agreement. The OOG shall give written notice to Grantee setting out the circumstances that support the OOG's determination of possible default.

C. **Opportunity to Cure.** The OOG will give the Grantee at least thirty (30) calendar days to cure the possible default and to provide the OOG sufficient information that supports a finding of cure by the OOG.

D. **Cure.** If the OOG is satisfied that the Grantee has cured the possible default event, the OOG shall give written notice to the Grantee. The OOG will be guided by good faith and reasonableness in determining, in the sole discretion of the OOG, whether the Grantee has cured the possible default.

E. Default. If the OOG is not satisfied that the Grantee has cured the possible default, the Grantee shall be in default hereunder, and the OOG shall give written notice to the Grantee declaring such default. Any default may result in termination of this Agreement in accordance with Section 16.

F. Corrective Action Plans. If the OOG finds deficiencies in Grantee's performance under this Agreement, the OOG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the grant award amount; and/or terminate this Agreement. The foregoing are not exclusive remedies, and the OOG may impose other requirements that the OOG determines will be in the best interest of the State.

G. Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OOG, at its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If Grantee is placed on financial hold, the OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

H. Sanctions. In addition to financial hold, the OOG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OOG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement and/or any other appropriate sanction.

I. No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, Grantee remains responsible for complying with the Agreement terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

SECTION 13. NOTICES. Any notice required or permitted to be given under this Agreement by the either party shall be in writing and shall be deemed to have been given immediately if delivered by e-mail, or in person as set forth in this section. Any notice required or permitted to be given under this Agreement may be given by regular first class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section:

Office of the Governor
Texas Military Preparedness Commission
Attn: Alexandra Taylor
P.O. Box 12428

City of Killeen
Matt Van Valkenburgh
Executive Director of Aviation
101 N. College Street

Austin, Texas 78711
Email: alexandra.taylor@gov.texas.gov

Killeen, TX 76541
Email: mvanvalkenburgh@killeentexas.gov

SECTION 14. GRANTEE CERTIFICATIONS. By executing this Agreement, Grantee hereby makes the following certifications and warranties:

A. Delinquent Child Support Obligations. Under Texas Family Code, Section 231.006(d), regarding child support, Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

B. Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code (relating to prohibited bids and agreements), Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

C. Gift to Public Servant. Grantee warrants that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

D. Former Executive Head and Employees of the Agency. Grantee certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following Sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

E. Conflicts of Interest. Grantee certifies that neither it nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Agreement. Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict.

F. Corporate Franchise Tax. Grantee certifies that, if applicable, its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

G. No Claims. Grantee certifies that Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

H. Debt to State. Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

I. Suspension/Debarment. Grantee certifies that Grantee and Grantee's principals are, to the best of its knowledge and belief, not on the specially-designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract. Grantee certifies that it will not knowingly enter into any subcontract with an entity who is, or whose principals are, on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Grantee will ensure that this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially-designated nationals list without modification in any subcontracts or solicitations for subcontracts.

J. Deceptive Trade Practices/Unfair Business Practices. Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

K. False Statements. By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

L. Felony Criminal Convictions. Grantee represents and warrants that Grantee and its employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the OOG as to the facts and circumstances surrounding the conviction.

M. Immigration. The Grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

N. U.S. Department of Homeland Security's E-Verify System. Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

- a. All persons employed to perform duties within Texas, during the term of the Grant; and

- b. All persons employed or assigned by Grantee to perform work pursuant to the Grant Agreement, within the United States of America; and
- c. If this certification is falsely made, the Agreement may be terminated.

O. Certification Concerning Hurricane Relief. The OOG is prohibited from awarding an Agreement to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with an Agreement involving relief for any disaster as defined by Section 418.004 Texas Government Code occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Grantee certifies that it is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification inaccurate.

P. Technology Access Clause. If applicable, Grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, Grantee shall provide the Department of Information Resources with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

Q. Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, Grantee represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

R. Liability for Taxes. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. The OOG shall not be liable for any taxes resulting from this Agreement.

SECTION 15. GENERAL TERMS AND CONDITIONS.

A. Independent Contractor Grantee or Grantee's employees, representatives, agents and any subcontractors shall serve as an independent contractor in performing the services under this Agreement shall not be employees of the OOG or the State of Texas.

B. Subcontracting. In the event that the Grantee should determine that it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that it will be responsible to the OOG for any subcontractor's performance under this Agreement. In

no event shall this section or any other provision of this Agreement be construed as relieving the Grantee of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all of the terms of this Agreement. If Grantee uses a subcontractor for any or all of the work required, the following conditions will apply: (1) The Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the OOG shall not be liable in any manner to the Grantee's subcontractor(s); (2) Grantee will be the sole contact for the OOG; and (3) Pursuant to Chapter 2251 of the Texas Government Code, Grantee will make any payments owed to subcontractors within ten (10) calendar days of Grantee's receipt of funds from the OOG.

C. No Assignment. This Agreement is not assignable by Grantee. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

D. Records Retention. Records shall be maintained and made available to the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until seven (7) years from date of final payment by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned seven (7) year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement, or any portion thereof, for reason of default.

E. Right to Audit. Grantee will cooperate fully in any review conducted by the OOG or its authorized representatives related to services provided under this Agreement. The OOG has the authority to monitor, inspect, assess, and review the fiscal, contractual, or performance of the Grantee with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. Grantee will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards.

F. Texas Public Information Act. Notwithstanding any provisions of this Grant Agreement to the contrary, Grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "Act"). Grantee acknowledges that the OOG will comply with the Act, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

Grantee acknowledges that information created or exchanged in connection with this Grant Agreement is subject to the Act, and Grantee agrees that information not otherwise excepted from disclosure under the Act, will be available in a format that is accessible by the public at no additional charge to the OOG or State of Texas. Grantee will cooperate with the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of Grantee under, pursuant to, or in connection with this Grant Agreement that Grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to the OOG or State of Texas or any other entity in accordance with this Grant Agreement. The OOG agrees to notify Grantee in writing within a reasonable time from receipt of a request for information covering Grantee's Confidential Information. The OOG will make a determination whether to submit a request for a ruling under the Public Information Act to the Attorney General.

Grantee agrees to maintain the confidentiality of information received from the OOG or State of Texas during the performance of this Grant Agreement to the extent allowed by the Act, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Grantee will notify the OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the Grantee by the OOG or the State of Texas.

G. Media Releases or Pronouncements. Grantee understands that the OOG does not endorse any vendor, commodity good, or service. The Grantee, its employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

H. Indemnification. TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF GRANTEE OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. GRANTEE WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

I. Intellectual Property. TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF

TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ASSIGNEES, AND/OR DESIGNEES AGAINST ANY CLAIM OF COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT ARISING IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS AGREEMENT. THE GRANTEE SHALL BE LIABLE TO PAY ALL COSTS, DAMAGES, AND ATTORNEYS' FEES INCURRED BY THE OOG RESULTING FROM SUCH CLAIMS INCLUDING ANY CLAIM FOR THE INFRINGEMENT OF ANY UNITED STATES OR INTERNATIONALLY PROTECTED PATENTS OR COPYRIGHTS ARISING FROM THE USE BY THE GRANTEE OR THE OOG, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ASSIGNEES, AND/OR DESIGNEES OF ANY EQUIPMENT, MATERIALS, INFORMATION, OR IDEAS EMPLOYED OR FURNISHED BY THE GRANTEE IN CONNECTION WITH THE PERFORMANCES CALLED FOR IN THIS AGREEMENT

J. Taxes/Workers' Compensation/Unemployment Insurance. GRANTEE IS FULLY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG, THE BANK AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

K. Tax Identification Information Required. As a prerequisite to the OOG's ability to process any payments to Grantee under this Agreement, Grantee shall provide the OOG with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the Comptroller of Public Accounts' website at <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf>). If Grantee has previously completed the required documentation to obtain a Texas Identification Number (TIN) prior to the effective date of this Agreement, Grantee may satisfy this requirement by providing the OOG with Grantee's current TIN, name, and address to permit the OOG to verify registration in the TINS System with the Texas Comptroller of Public Accounts.

L. Insurance. Unless otherwise noted in this Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related to or caused by the Grantee's performing its duties and obligations under this Agreement. The OOG will have no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any such losses or damages.

M. Fraud, Waste and Abuse. Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against Grantee, Grantee is required to immediately notify the OOG of said allegation or finding. Grantee is also obliged to inform the OOG of the status of any ongoing investigations regarding allegations of fraud, waste, or abuse. Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

N. Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken or such right may be exercised on the next succeeding business day that is not a Saturday, Sunday or holiday. A schedule of State of Texas holidays is located at:

<http://www.hr.sao.state.tx.us/compensation/holidays.html>

O. Applicable Law and Venue. This Agreement is governed by the laws of the State of Texas. Grantee agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court, and hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that: (a) Grantee is not personally subject to the jurisdiction of the above-named court; (b) the suit, action or proceeding is brought in an inconvenient forum; or (c) the venue of the suit, action or proceeding is improper.

P. No Waiver. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, the State of Texas, and their officials and staff of any immunities from suit or from liability that the OOG or the State may have by operation of law.

SECTION 16. TERMINATION.

A. Convenience. The OOG may, at its sole discretion, terminate this Grant Agreement without recourse, liability, or penalty, against the OOG, upon thirty (30) calendar days' notice to the Grantee.

B. Cause/Default. In the event that Grantee fails to provide the agreed upon services according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OOG may, upon written notice of default to Grantee,

immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

C. Rights upon Termination or Expiration. In the event that the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay Grantee only for actual allowable costs incurred up to the effective date of termination. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. OOG will not be liable to Grantee or to Grantee's creditors for any costs incurred subsequent to receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by OOG.

D. Notwithstanding any exercise by OOG of its right of early termination pursuant to this section, Grantee shall not be relieved of any liability to OOG for damages due to OOG by virtue of any breach of this Agreement by Grantee. OOG may withhold payments to Grantee until such time as the exact amount of damages due to OOG from Grantee is agreed upon or is otherwise determined.

E. In the event Grantee fails to comply with any provision as specified in this Agreement, the Grantee may be liable for damages under this Agreement and barred from applying for or receiving additional funding under the DEAAG program until repayment is made and any other compliance or audit findings are resolved and/or any issue of non-compliance is cured to the satisfaction of OOG pursuant to this section.

F. Grantee shall refund to OOG any sum of money paid to Grantee by OOG, which OOG determines is an overpayment to Grantee, or in the event OOG determines funds spent by Grantee were not an allowable cost of this Project. No refund payment(s) may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to OOG within thirty (30) calendar days after such refund is requested in writing by OOG, or within thirty (30) calendar days of a notice from OOG indicating the request is the result of a final determination that the refund is owed.

SECTION 17. AVAILABILITY OF FUNDS. This Agreement is subject to the availability and receipt of funds appropriated by the Texas Legislature that the OOG has allocated to this Agreement. If funds for this Agreement become unavailable during any budget period, the OOG may terminate this Agreement, without penalty, or reduce the amount of this Agreement at the discretion of the OOG. Grantee will have no right of action against the OOG if the OOG cannot perform its obligations under this Agreement as a result of lack of legislative appropriations in amounts sufficient to fund any activities or functions contained within the scope of this Agreement.

SECTION 18. MONITORING. OOG or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, OOG will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Agreement, the monitoring report

shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

SECTION 19. CONFLICT OF INTEREST

A. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Texas Local Government Code, Chapter 171.

B. No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Project, shall be permitted to have or obtain a financial interest in or benefit from the Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. LITIGATION AND CLAIMS

A. Grantee shall give OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of this Agreement. Except as otherwise directed by OOG, Grantee shall immediately furnish to OOG copies of all pertinent papers received by Grantee with respect to such action or claim. Grantee shall notify OOG immediately of any legal action filed against the Grantee or any subcontractor, or of any proceeding filed under the federal bankruptcy code. Grantee shall submit a copy of such notice to OOG within thirty (30) calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

B. OOG and Grantee acknowledge that they are governmental units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 *et. seq.*

C. Grantee acknowledges that OOG, the State of Texas, and their employees shall not be held liable for any claims or causes of action whatsoever which may occur in the course of performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. Grantee shall furnish to OOG prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the completion of the Project as described under this Agreement. Under no circumstances shall

notice under this section occur more than fifteen (15) calendar days following Grantee receiving knowledge of such event or development.

SECTION 22. FORCE MAJEURE. Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes.

SECTION 23. DISPUTE RESOLUTION

A. Informal Meetings. The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes.

B. Alternative Dispute Resolution at State Office Administrative Hearings. The parties may agree, but are not required, to utilize the non-binding alternative dispute resolution services of the State Office of Administrative Hearings (SOAH) to attempt to resolve their disagreements, claims or disputes under this Agreement. Grantee and the OOG, in the event they determine to utilize SOAH, agree to share equally the costs of the alternative dispute resolution service. The purpose of this subsection is to reasonably ensure that the OOG and Grantee shall, in good faith, utilize mediation. The Parties' participation in, or the results of, any mediation under the subsection or the provisions of this Section shall not be construed as a waiver by the OOG or the Grantee of any rights, privileges, defenses, remedies or immunities available to the OOG or Grantee.

C. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by Grantee.

Grantee's claims for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, Grantee shall submit written notice, as required by Subchapter B, to the OOG's Director of Administration. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by Grantee with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Agreement by the OOG if the Parties are unable to otherwise informally resolve their disputes.

Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of

this Agreement by OOG nor any other conduct of any representative of OOG relating to this Agreement shall be considered a waiver of sovereign immunity.

The submission, processing, and resolution of Grantee's claim is governed by the published rules, if any. If no OOG rules have been published, then Title 1, Chapter 68 of the Texas Administrative Code, shall govern.

SECTION 24. CHANGES AND AMENDMENTS.

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

B. During the term of this Agreement, OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from OOG shall be binding upon Grantee.

SECTION 25. SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 26. ENTIRE AGREEMENT. This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

SECTION 28. HEADINGS. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 29. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to repayment of Grant funds and/or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

IN TESTIMONY HEREOF, Grantee and OOG have executed this Defense Economic Adjustment Assistance Agreement in duplicate originals, effective as of the last date contained on the signature lines below.

OFFICE OF THE GOVERNOR

CITY OF KILLEEN

Chief of Staff or Designee

Lillian Ann Jarvis

City Manager *mm*
HC

Date

7/13/16

Date

**GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
CITY OF KILLEEN**

EXHIBIT A

\$3,475,000.00

**THREE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND AND 00/100
AMOUNT (DOLLARS).**

Budget. Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

Budget Category	
Infrastructure – Purchase of property	
Infrastructure - Professional & Consultant Services	
Infrastructure – New Construction	
Infrastructure - Rehabilitation and Renovation	\$3,475,000
Infrastructure – Capital Equipment ¹	
Infrastructure – Capital Supplies ³	
Infrastructure – Facilities Insurance	
Training Equipment ²	
Training Supplies ³	
Total	

¹ Per UGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more.

² *Id.*

³ Per UGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered to be supplies.

**GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
CITY OF KILLEEN**

EXHIBIT B

GRANT NARRATIVE

UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS, the following narrative provided by Grantee in its DATED grant application applies to this Agreement:

This project is a complete repair and renovation of the Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) Facility that supports Fort Hood military deployments, Fort Hood range live-fire training, and aviation training, Killeen area commercial aviation, and Federal Aviation Administration (FAA) radar functions for a sixty (60) mile radius around RGAAF. Failure of this forty (40) year old facility and associated systems is imminent and will have significant and lasting impacts on the military readiness of soldiers and units at Fort Hood, the active duty and reserve units which use Fort Hood training ranges, will significantly interrupt and cripple the commercial aviation services to the Killeen Fort Hood Regional Airport, and negatively affect the local economy.

When the ARAC fails, all active and reserve component training, all military deployments, all live-fire training, and aviation training will stop at Fort Hood for a minimum of thirty (30) days until a temporary facility is assembled to gain partial ARAC operational functionality. During that time, the Post would be forced to provide interim solutions for training and deployments which would include, but are not limited to busing soldiers to other facilities in the region for deployments; truck and rail movements of weapon systems and equipment to other installations for deployments and to conduct pre-deployment training; and, extending unit deployment timelines. These adjustments have the potential to cost hundreds of million dollars. This disruption to the Fort Hood deployment enterprise will have lasting and costly impacts to the military readiness of our units as scarce resources are expended to work around a failed ARAC Facility.

Constructed in 1976, the ARAC has had significant increases in service volume and operational mission requirements, has added additional radar and mission essential equipment to the facility, has increased the number of qualified controllers working in the facility, and has increased facility maintenance equipment and requirements. Yet, the facility has not received upgrades to structural and critical infrastructure systems despite this growth; thus, both internal and external degradation rates have outpaced the resources available to continue to provide reactive and scheduled maintenance and upkeep. This project will include the repair / replacement and upgrade of all electrical power and distribution systems; heating, ventilation, cooling systems; emergency power

systems; rehabilitation of floors, walls, ceilings, and roof; and internal structural improvements to enhance operator efficiency to meet mission requirements. Additionally, this project will bring the structure up-to-date with the latest military and federal installation design standards. Specifically, a major requirement is the facility's electrical infrastructure that requires replacement parts that can no longer be procured because they are aged-out and no longer exist. Given the structure's current state/condition and the lack of resources available for the needed repair and renovation, failure is imminent.

We cannot overemphasize the importance of this project to Fort Hood and the Killeen area. The transportation of soldiers and equipment to deployments, the ability to conduct live-fire training, and our ability to execute aviation training will be crippled by a failure of the ARAC facility and associated systems. Equally, without the ARAC, the Killeen Fort Hood Regional Airport would not be able to function as the region's premier commercial service airport. This facility is a high-priority project which meets the needs of the Army, the City, the community, and the DEAAG Program. This grant gives us an opportunity to avoid system failure, significant costs, and lasting impacts to both military readiness of Fort Hood and the local economy.

EXHIBIT C

UNIFORM STATE GRANT ASSURANCES

The Grantee must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a Grantee, the more restrictive requirement applies. By accepting the grant award, the Grantee certifies and assures that it complies and will continue to comply with the following:

1. Grantee possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. A grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
4. A grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
5. A grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
6. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
8. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
9. A grantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the

Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. Grantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
16. Grantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
17. Grantees will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
18. Grantees will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
19. Grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
20. Grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
21. Grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

22. Grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
23. Grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
24. Grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
25. Grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
26. The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

EXHIBIT D

QUARTERLY PROJECT STATUS REPORT
Repair and Rehabilitation of the Army Radar Approach Control Facility
TMPC PROJECT NUMBER 1701-01-03

Expenditures for Quarter Ending (DATE)

Expenditures Description

Percentage of Project Completed:

Summary of Expenditures to Date:

Quarter Ending Expenditures

Brief Narrative Explaining Expenditures:

Project Status:

Grantee's Duly Authorized Representative: _____ Date: _____

EXHIBIT E

PROJECT COMPLETION REPORT

Repair and Rehabilitation of the Army Radar Approach Control Facility
TMPC PROJECT NUMBER 1701-01-03

Locality:

DEAAG Grant Number:

Percent Completed:

The **GRANTEE** has successfully completed, and in a satisfactory manner, the **PROJECT**. The purpose of the grant was to **GRANT PURPOSE**.

The total cost for the project is as follows:

•Project Total \$

•**Total** \$

The following is a brief project scope summary:

This is to certify that an inspection of 100% of the completed project described below was conducted on the ___ day of _____, 20__.

Contracts were entered into for **PROJECT** between the **GRANTEE** and the following subcontractors: [SUBCONTRACTORS.]

This is to further certify that any and all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

NAME OF GRANTEE:

Signature of Grantee's Duly Authorized Representative

Print Name

Title

Date

Exhibit F

DEAAG PROJECT IMPACT REPORT

Project Name:
DEAAG Grant Number:

Grantee Name:

Address:

Telephone: Fax:

Contact Person: Email:

Time Period Covered by Report: _____ to _____

Project Performance Measures:

- Create, retain, or train _____ Jobs by the completion of the project
- Project Description:
- Project Address:

Jobs Created

Time Period	Active Full Time Jobs Created, Retained or Students Trained
EX. 01/12 – 03/12	
Total	

Breakdown of Jobs Created

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: _____
 Businesses assisted or created to date: _____

Project Financial Impact

- Narrative summary of Impact:
- Update on current Project Status (include curriculum updates):

THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF THE GRANTEE.

FOR THE GRANTEE:

 Signature

 Print Name

 Title

 Date

City of Killeen
Sole/Single Source Purchase Form

Vendor Name: KAYA Associates, Inc.

Vendor Contact: Steven Johnson

Phone: 859.887.1367 ext 5003 FAX: _____

Check one: This is a recurring procurement from _____ to _____ (cannot exceed 1 yr)
(mm/yy) (mm/yy)

OR

This is a one-time procurement for this product or service. (Cost \$ 733,598)

Purpose: You will complete this form for procurements where the basis for the vendor selection is:

- 1) Only one *specific* supply or service that can reasonably meet your need
- 2) Only one vendor who can reasonably provide that supply or service

You MUST meet BOTH criteria to have a sole-source procurement.

You MUST meet criteria #1 to have a brand name sole source procurement.

Date of Request June 30, 2016 Requisition or PO Number: _____

Requesting Department: Aviation

Contact Name: Matthew Van Valkenburgh, AAE – Executive Director of Aviation

Phone: 254.501.8700 Fax: 254.501.8744

E-Mail: mvanvalkenburgh@killeentexas.gov

Before a decision can be made to approve a request for Sole Source procurement, the following information is needed. Please provide all of the requested information on this form and submit it to the Purchasing Manager.

Note: A sole source justification cannot be based on price alone. If sole source is approved, your department will be required to make a determination that the price is fair and reasonable. Please submit applicable information on this form.

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

1) NEEDS STATEMENT –

Describe in detail the product and/or service to be procured and how they meet your needs.

KAYA Associates, Inc. is to provide packaging, shipping, setup, integration, commissioning/certification and maintenance of the Army owned Transportable Air Traffic Control (ATC) Communications and Radar Operations Facility (TACROF) at Robert Gray Army Airfield (RGAAF), and the de-installation, packing and shipping at the conclusion of the project. For further detail, please see the attached memos and letter.

Also included in the contract are the removal, storage, reinstallation, and recertification of the existing ATC equipment.

2) FEATURES REQUIREMENTS –

What unique design/performance features does this product/service have that are essential to your requirements? Please provide a brief yet technical explanation as to why these features are essential. Provide the manufacturer and model of your existing equipment. List the major features/capabilities of the product/service that are required:

The TACROF is a one of a kind facility designed and built by KAYA Associates specifically for the U.S. Army, and is managed by PM ATC. Per PM ATC Directives, only companies with demonstrated system proficiency and the proper training and certification on the specific equipment contained in the TACROF can be contracted to work on the system. KAYA is the only company that has trained and certified technicians with experience with the TACROF. Also, since the TACROF is a one-of-a-kind facility, designed and built by KAYA, they are the only company that has full copyright ownership of the Design and Integration Intellectual Property and is the only company with access to the proprietary schematics and drawings needed to integrate the facility with RGAAF Air Traffic Control (ATC). No other company has been contracted to relocate and integrate the TACROF into Army ATC operations; therefore, KAYA's the only company with demonstrated experience and proficiency as required by PM ATC. For more details, see attached memos and letter.

Part of the integration process is removal, reinstallation and recertification of existing ATC equipment.

3) **COMPETING BRANDS INVESTIGATED –**

What other suppliers did you contact? Did you consider other products or services with similar capabilities? Indicate the specific brands/models of competitors' products that were investigated and describe why, specifically, they do not meet some, or all, of the FEATURES REQUIREMENTS listed in Item #2. Requestor needs to state that to the best of his/her knowledge, these are the only companies that make this type of equipment. Please list sales representatives and telephone numbers so we may contact these vendors to verify that other products do not meet your needs.

Based on the fact that KAYA is the only company that meets the Army's requirements for experience and proficiency, is the only company that has full copyright ownership of the design and Integration Intellectual Property, and is the only company with access to the proprietary schematics and drawings are needed to integrate the TACROF with RGAAF ATC, no other vendor was contacted. For more detail, see attached memos and letter.

4) **BRAND NAME SOLE SOURCE –**

Is the specific brand/model of product being recommended for procurement available from more than one source (i.e., dealers, distributors)? () Yes () No

If "Yes", this will be processed as a brand name sole source. Please provide the company names of known sources:

N/A – this is not a product; it is a service that, in this case, can only be provided by one company. See attached memos and letter for more details.

5) **CONFLICT OF INTEREST STATEMENT –**

The Department must have the vendor verify that there is no real or potential Conflict of Interest (CIQ) in recommending this product and/or service as a Sole Source procurement. If there is any potential for Conflict of Interest, the vendor is responsible for filling out a CIQ questionnaire.



REPLY TO
ATTENTION OF

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

IMHD-PW

7 June 2016

MEMORANDUM FOR RECORD

SUBJECT: Transportable Air Traffic Control (ATC) Communications and Operations Facility Acquisition

1. With the recent funding for the repair and renovation of the Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) facility, the City of Killeen is moving forward with the design and construction contracts for this critical project.
2. A critical component of this project is the Transportable Air Traffic Control Communications and Radar Operations Facility (TACROF), a transportable, containerized, airfield ATC operations system. It has the ATC capabilities of an ARAC with automation, radios, voice switching, recording, and is unique in that it can include RGAAF's precision approach radar capability in the facility. Additionally, this facility contains all the necessary systems to adequately manage the airspace traffic of a fully-functional approach control facility while maintaining connectivity to the National Airspace System.
3. The TACROF is a one-of-a kind facility, designed and fabricated by KAYA Technical Services, LLC, Charleston, SC, specifically for the Army, and managed by PM ATC. Per the requirements of PM ATC, only companies with demonstrated system proficiency and the requisite system training and certifications can be contracted to work on the specific equipment of the TACROF. KAYA is the only company which has trained and certified technicians that have experience with the TACROF, and, all TACROF relocations, emplacements, setups and ATC integrations for the Army have been performed by KAYA. As such, they possess the skills and experience required to safely perform this mission, to include equipment-trained personnel with certification recommendation authority, once equipment has been re-installed in the ARAC. Also, given that the TACROF is a unique facility designed and constructed by KAYA, the company has full copyright ownership of the Design and Integration Intellectual Property, and is the only vendor with access to the proprietary schematic and drawings needed to integrate the facility with the RGAAF operational systems.
4. KAYA is the only vendor that has been contracted by the Army to relocate and integrate the TACROF into Army ATC operations. To ensure the success of this renovation project, without putting the safe operation of RGAAF, Fort Hood, and national air space management at risk, a sole source contract to KAYA for the TACROF is fully justified and recommended.

DOSA.BRIAN.LAWRENCE
E.1045276682
BRIAN L. DOSA
Director of Public Works

Digitally signed by DOSA.BRIAN.LAWRENCE.1045276682
DN: cn=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA,
cn=DOSA.BRIAN.LAWRENCE.1045276682
Date: 2016.06.07 11:49:24 -0500

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-78160

Date Filed:
06/29/2016

Date Acknowledged:

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

KAYA Associates, Inc.
Huntsville, AL United States

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

City of Killeen, Texas

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


16181082
Army Radar Approach Control (ARAC) building renovation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McCauley, Daniel	Huntsville, AL United States	X	
	Brendan, Prince	Huntsville, AL United States	X	
	Stephens, Larry	Huntsville, AL United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Larry Stephens, this the 29th day of June, 2016, to certify which, witness my hand and seal of office.

Sandra Norwood Sandra Norwood Notary of AL
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-091 **Version:** 1 **Name:** ExecuTime Electronic Timekeeping System
Type: Resolution **Status:** Resolutions
File created: 7/20/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the procurement of an Automated Time Keeping System - ExecuTime.
Sponsors: Information Technology Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[SunGard - Executime Quote](#)
[Sole Source Letter](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM Automated Time Keeping System - ExecuTime

ORIGINATING DEPARTMENT Information Technology Services

BACKGROUND INFORMATION

The City of Killeen uses a manual time keeping system. In FY14-15 the staff initiated a process improvement plan to streamline the time keeping process, designed to alleviate recording errors, standardize input process across the departments, decentralize input, and allow Department heads to verify timesheets prior to payroll processing.

DISCUSSION/CONCLUSION

In FY15-16 ACM-IS charged ITS, HR, and Finance with forming an inter-departmental project work group to evaluate the need and recommend the solution for a fully automated timekeeping system. The group invited the three (3) top vendors, associated with SunGard (the City's enterprise software) and available through various buy boards or cooperative programs, to demonstrate their system. The interdepartmental work group used a matrix to evaluate the systems based on their merits with respect to effectiveness and efficiency. Costs were then injected into the evaluation process so that the group could identify the vendor based on best value.

The group identified ExecuTime, a SunGard preferred vendor, as the best-value automated timekeeping system. ExecuTime is a sole source provider of an automated time management system that can be thoroughly integrated with SunGard. The purchase of items available from only one source is exempt from bidding requirements pursuant to Texas Local Government Code Section 252.022. The ExecuTime system will be purchased through its partnership with SunGard, becoming an additional module that is included in SunGard's annual maintenance.

FISCAL IMPACT

This automated time keeping system was included in the FY15-16 budget as a capital improvement project having an estimated cost of \$169,000 and was approved and funded through the following accounts. Additionally, implementation costs of \$7000 will be funded through the ITS Professional Services (44-20) account. As a result, the total cost of the project is \$176,000 (\$169,000 + \$7,000). Funding accounts are delineated below:

Fund	Account	Budget/Cost Share
General Fund (Professional Services)	010-2705-419.44-20	\$7000
General Fund	010-2705-491.61-40	\$118,654
Hotel and Motel Fund	214-9508-457.61-40	\$401
Cable System Improvement Fund	220-9508-531.61-40	\$467
KFHRA Fund	525-9508-521.61-40	\$5,475
Skylark Fund	527-9508-521.61-40	\$534
Solid Waste Fund	540-9508-439.61-40	\$14,957
Water and Sewer Fund	550-9508-492.61-40	\$19,805
Drainage Utility Fund	575-9508-492.61-40	\$5,235
Municipal Court Fund	240-0000-417.61-40	\$3,472
	Total	\$176,000

RECOMMENDATION

The staff recommends that the City Manager be authorized to execute the purchase of the ExecuTime software system and associated hardware required for the initial fielding of the system, not to exceed \$176,000. Additionally the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Quote Prepared By:

Josh Bisienere
1000 Business Center Dr
Lake Mary, FL 32746
Phone: 407-304-3125 Fax:
Email: joshua.bisienere@sungardps.com

Quote Prepared For:

Mandy Cline
City of Killeen
101 North College Street
Killeen, TX 76540
(254) 501-7707

Quote	Date	Valid Until
Q-00018798	03/25/2016	06/23/2016

License Fees

Interface

Product Code	Product Name	Quantity	Ext Price	Maintenance
TC-EXECUTIME	NaviLine Time & Attendance Interface-ExecuTime	1	3,375.00	540.00
Totals:			3,375.00	\$540.00

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
EXEC-ADV-SCH	ExecuTime Advanced Scheduling System	1	31,500.00	8,250.00
EXEC-ADV-SCH-MBL-ACC	ExecuTime Advanced Scheduling Mobile Access	1	7,350.00	1,925.00
EXEC-IVR-INT	ExecuTime IVR Interface	1	4,500.00	900.00
EXEC-MOBL-ACC	ExecuTime Time & Attendance Mobile Access	1	4,195.00	879.00
EXEC-TIM-ATT	ExecuTime Time & Attendance	1	34,000.00	11,000.00
Totals:			\$81,545.00	\$22,954.00

Professional Services

Interface

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
TC-EXECUTIME	NaviLine Time & Attendance Interface-ExecuTime	Ext Price:	-	-	-	-	-	1,600.00	1,600.00
Totals:			-	-	-	-	-	\$1,600.00	\$1,600.00

Third Party

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
EXEC-ADV-SCH	ExecuTime Advanced Scheduling System	Ext Price:	640.00	-	-	-	-	-	640.00
EXEC-IMP	ExecuTime Implementation Services	Ext Price:	-	-	-	71,000.00	-	-	71,000.00
EXEC-TIM-ATT	ExecuTime Time & Attendance	Ext Price:	640.00	-	-	-	-	-	640.00
Totals:			\$1,280.00	-	-	\$71,000.00	-	-	\$72,280.00

Product & Services

License Fees: \$3,375.00

Professional Services:	\$2,880.00
Third Party License Fees:	\$81,545.00
Third Party Professional Services:	\$71,000.00
Subtotal:	\$158,800.00

Discounts

Professional Services Discount:	\$1,280.00
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Product & Services Totals

Net License Fees:	\$3,375.00
Net Professional Services:	\$1,600.00
Net Third Party License Fees:	\$81,545.00
Net Third Party Professional Services:	\$71,000.00
Total:	\$157,520.00
Maintenance:	\$540.00
Third Party Maintenance:	\$22,954.00

Product Notes

EXEC-ADV-SCH: Project management is performed by SunGard Public Sector.

EXEC-IMP: ExecuTime implementation services are performed by ExecuTime.

EXEC-TIM-ATT: Project management is performed by SunGard Public Sector. Time clocks are available and can be purchased directly through ExecuTime.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Special Payment Terms by Product:

EXEC-ADV-SCH: ExecuTime Advanced Scheduling System (EXEC-ADV-SCH) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation ar Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipp charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-ADV-SCH-MBL-ACC: ExecuTime Advanced Scheduling Mobile Access (EXEC-ADV-SCH-MBL-ACC) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation ar Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipp charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-IVR-INT: ExecuTime IVR Interface (EXEC-IVR-INT) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation ar Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipp charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-MOBL-ACC: ExecuTime Time & Attendance Mobile Access (EXEC-MOBL-ACC) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation ar Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipp charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

EXEC-TIM-ATT: ExecuTime Time & Attendance (EXEC-TIM-ATT) Payment Terms:

License, Maintenance, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Implementation ar Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipp charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the “Contract and Agreement”) by and between the parties hereto. The product and pricing information detailed above comprises the “Exhibit 1” schedule or “Supplement” attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are “Licensed Programs” or “Licensed Systems” licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Killeen

Authorized Signature: _____ **Date:** _____ **Printed Name:** _____

SUNGARD® PUBLIC SECTOR

www.sungardps.com • 407-304-3235 • 800-727-8088 toll-free

July 26, 2016

City of Killeen
101 North College Street
Killeen, TX 76540

To Whom It May Concern:

SunGard Public Sector (SunGard) strives to build vendor relationships that provide our customers with the best possible solutions. Our ten year plus partnership with ExecuTime has led to SunGard's ability to resell this workforce management software including automatic, real-time, bidirectional integration to the City's SunGard financial software. While other workforce management vendors we work with may offer to develop a manual interface, ExecuTime is the only solution providing true automatic and proprietary integration with SunGard. ExecuTime is the only vendor that SunGard has a contractual agreement with for a fully automated workforce management solution.

As part of the agreement between SunGard and ExecuTime, our clients are required to sign an add-on quote with SunGard and a separate license and support agreement with Executime. This is to protect our clients as SunGard does not have a right to ExecuTime's source code and we cannot modify or maintain their software.

Thank you for being a loyal SunGard customer.

Sincerely,



Karen Mummah
Director, Client Success

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.
 Tyler Technologies, Inc.
 Plano, TX United States

Certificate Number:
 2016-86058

Date Filed:
 07/18/2016

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Q-00018798
 Public Sector Software Licensing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pope, Daniel	Plano, TX United States	X	
	Leinweber, Larry	Plano, TX United States	X	
	Miller, Brian	Plano, TX United States	X	
	Moore Jr., H. Lynn	Plano, TX United States	X	
	Carter, Glenn	Plano, TX United States	X	
	Cline, Brenda	Plano, TX United States	X	
	Womble, Dustin	Lubbock, TX United States	X	
	King Jr., J. Luther	Plano, TX United States	X	
	Brattain, Donald	Plano, TX United States	X	
	Marr Jr., John	Yarmouth, ME United States	X	
	Yeaman, John	Plano, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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. Tyler Technologies, Inc. Plano, TX United States	Certificate Number: 2016-86058
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Killeen, TX	Date Filed: 07/18/2016
Date Acknowledged:	

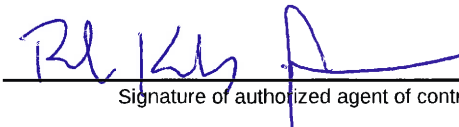
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Q-00018798
 Public Sector Software Licensing

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

5 Check only if there is NO Interested Party.

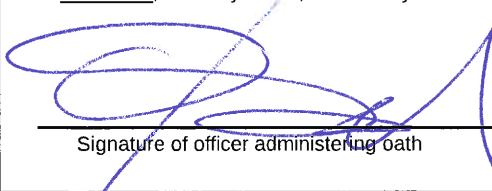
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Kennedy-Jensen, this the 21st day of July, 2016, to certify which, witness my hand and seal of office.



 Signature of officer administering oath

JOEL P. LLOYD
 Notary Public, State of Maine
 My Commission Expires Nov. 2, 2018

 Printed name of officer administering oath

 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-90775

Date Filed:
07/26/2016

Date Acknowledged:

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

SunGard Public Sector, LLC
Lake Mary, FL United States

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

City of Killeen

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

1710LG-121037
2016 Maintenance Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Panther Sub LLC	Jacksonville, FL United States	X	
	Panther GP1	Jacksonville, FL United States	X	
	Panther GP2	Jacksonville, FL United States	X	
	Brown, Marianne	Jacksonville, FL United States	X	
	Oates, Michael	Jacksonville, FL United States	X	
	Woodall, James	Jacksonville, FL United States	X	
	Norcross, Gary	Jacksonville, FL United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Lisa Neumann

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said LISA NEUMANN, this the 27th day of JULY, 2016, to certify which, witness my hand and seal of office.

Marshall Harris

Signature of officer administering oath

Marshall Harris

Printed name of officer administering oath

CONTRACTS SPECIALIST

Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-092 **Version:** 1 **Name:** Reimbursement Resolution
Type: Resolution **Status:** Resolutions
File created: 7/22/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Killeen, Texas, combination tax and revenue certificates of obligation.
Sponsors: Finance Department
Indexes: Reimbursement Resolutions
Code sections:
Attachments: [Council Memorandum](#)
[Timeline](#)
[Resolution](#)
[13-120R](#)
[15-010R](#)
[15-093R](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Resolution authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of Killeen, Texas, combination tax and revenue certificates of obligation

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

A reimbursement resolution allows the City to expend funds for specific projects and/or procurements and then be reimbursed for those expenditures from the proceeds of a debt issuance. Over the past few years, City Council has authorized reimbursement resolutions for projects and/or procurements that are now complete. A brief history of those reimbursement resolutions includes the following:

On October 8, 2013, City Council approved a reimbursement resolution (CCMR 13-120R) for costs related to the construction of Mustang Creek Road and Prewitt Ranch Road. The not to exceed debt issuance amount established in the resolution was \$500,000. The total project cost of \$552,032 was paid on May 1, 2015; \$500,000 of the project cost is eligible for reimbursement.

On January 27, 2015, City Council approved a reimbursement resolution (CCMR 15-010R) for costs related to the purchase of vehicles and equipment for the Solid Waste department. The not to exceed debt issuance amount established in the resolution was \$2,445,000. Total related purchases from May 2015 through October 2015 were \$2,686,065; \$2,445,000 of the vehicle and equipment purchase is eligible for reimbursement.

On August 11, 2015, City Council approved a reimbursement resolution (CCMR 15-093R) for the cost of renovating, improving, and equipping the Cornerstone building. The not to exceed debt issuance amount established in the resolution was \$1,204,000. The overall cost of the project totaled \$1,212,253; \$1,204,000 of the project cost is eligible for reimbursement.

DISCUSSION/CONCLUSION

In order to receive reimbursement for these projects and procurements, certificates of obligation will be issued. The total costs eligible for reimbursement are \$4,149,000. City Council approval is necessary for the City Manager and city staff to proceed in preparing the required documentation and publishing the appropriate notices mandated by the Texas Local Government Code.

FISCAL IMPACT

The certificates of obligation will be repaid by property tax receipts and revenues from the respective enterprise fund as appropriate.

RECOMMENDATION

Staff recommends the attached resolution authorizing the City Manager and city staff to proceed with the issuance of certificates of obligation and publication of notice of intention to issue City of Killeen combination tax and revenue certificates of obligation be approved.



City of Killeen, Texas
Combination Tax and Revenue Certificates of Obligation, Series 2016 (“COs”)

Timeline of Events – Competitive Sale

Tuesday, August 2, 2016*	City Council Workshop to discuss a resolution directing publication of the notice of intent to issue COs and authorizing preparation of offering documents for the COs.
Tuesday, August 9, 2016*	The City Council considers a resolution directing publication of the notice of intent to issue COs and authorizes preparation of offering documents for the COs.
Week of August 9, 2016	First notice of intent appears in the newspaper.
Week of August 15, 2016	Second notice appears in the newspaper.
Tuesday, August 16, 2016	SPFI makes application to Standard & Poor’s and Fitch in order to obtain ratings on the COs.
Tuesday, September 6, 2016	The Official Statement is distributed to the Bidders. Ratings are received and published by SPFI.
Tuesday, September 13, 2016*	Award. The City Council adopts an Ordinance authorizing the issuance of the COs.
Wednesday, September 28, 2016	Closing. The Purchasers of the COs deliver funds to the City.

*Official City Council Meeting.

**RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF
CERTIFICATES OF OBLIGATION AND FURTHER DIRECTING THE
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF KILLEEN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

WHEREAS, the City Council (the "Council") of the City of Killeen, Texas (the "City") has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation for certain capital improvement programs; and

WHEREAS, in furtherance of the issuance of obligations the City Manager and City staff are proceeding with preparing the necessary documents for the sale of certificates of obligations (the "Certificates") for various projects as set forth in the attached "Notice of Intention to Issue Certificates of Obligation"; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.041 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved.
2. Bond Counsel for the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, on the same day in each of two consecutive weeks, the date of the first publication to be at least 31 days prior to the time set for the order authorizing issuance of the Certificates as shown in the notice.
3. The City Manager, City Staff and financial advisor and bond counsel to the City are authorized to proceed with preparing the necessary bond and offering documents to effectuate the

sale of the Certificates including making application to appropriate rating agencies and bond insurers, if applicable.

4. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the Council and to do any and all things proper and necessary to carry out the intent of this Resolution including final approval of the form of Notice attached hereto.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

PASSED, APPROVED AND EFFECTIVE THIS AUGUST 9, 2016.

Mayor
City of Killeen, Texas

ATTEST:

City Secretary
City of Killeen, Texas

APPROVED AS TO FORM:

City Attorney
City of Killeen, Texas

**NOTICE OF INTENTION TO ISSUE
CITY OF KILLEEN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2016**

NOTICE is hereby given that it is the intention of the City Council of the City of Killeen, Texas to issue Certificates of Obligation of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (1) purchasing vehicles and equipment for the Solid Waste department; (2) renovating, improving and equipping the Cornerstone Building to include HVAC system upgrades and related expenses, electrical, insulation, furniture, fixtures and equipment; (3) constructing, acquiring, reconstructing, improving, repairing, extending, expanding, upgrading and/or developing streets and roads, payment of any related acquisition of land, rights-of-way, vehicles, drainage, lighting, landscaping and easements; (4) purchasing public safety vehicles and equipment; and (5) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place in the City Hall, 101 North College Street, Killeen, Texas to commence at 5:00 p.m., on the 13th day of September, 2016. The maximum amount of Certificates of Obligation that may be authorized for the above listed purposes is \$7,500,000. The City Council presently proposes to provide for payment of the Certificates of Obligation by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law. The Certificates of Obligation will be additionally payable from a limited pledge of the City's surplus water and sewer system not to exceed \$1,000.

City of Killeen, Texas

Regular 10-8-13
Item # CA-6C
CCM/R 13-120R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Resolution expressing official intent by the City to reimburse for certain costs related to City/Owner Agreement-in-Principal to construct Mustang Creek Road and Prewitt Ranch Road

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

Section 26-85 of the Killeen Code of Ordinances defines the process wherein the City may enter into an agreement with a developer to construct certain public improvements, not to include a building, related to new development. Under such an agreement, a developer constructs such improvements and the City participates in project costs within prescribed limits. City participation in such public improvements must be in association with a legal subdivision of land. Through review of appropriate documentation, City staff and the developer come to a mutual understanding of project scope and over-sizing (i.e., not infrastructure required to support the proposed development itself, but additional material and labor required to meet a defined public need or provide a regional benefit). Such City-Owner agreements are often considered concurrent with a plat application for the subdivision in which the proposed project would be constructed; however, Killeen Code of Ordinances Section 26-85(b) (5) allows consideration of a city-owner agreement at any time during the development process.

The City of Killeen considers street over sizing as a part of its analysis of future needs current during the review of each new development. The City's Thoroughfare Plan defines the necessary transportation network for the City of Killeen and establishes a framework for the orderly development of this network through desired roadway alignments, connections, and transportation system linkages. If street over sizing is warranted and is required by the City's Development Code and Thoroughfare Plan, the City may choose to participate in the cost of street over sizing with the developer.

In the past, the City has issued debt instruments to include general obligation bonds and certificate of obligations to fund City-Owner agreements. On October 31, 2006, the City Council adopted the following policy statement to affirm this understanding:

"City Owner Agreements may be funded through the issuance of certificates of obligation with an amortization period not to exceed ten (10) years as deemed necessary and approved by a majority of the City Council." (CCM/R 06-214R)

It is anticipated that the City would issue certificates of obligation for City-Owner agreement participation in the FY 13-14; however, the City desires to negotiate and may seek to enter into viable City participation public improvement projects project prior to that time. In addition, expenditures on these projects may occur prior to issuance of such obligations.

DISCUSSION/CONCLUSION

A reimbursement resolution needs to be passed by the Council, which will allow the City to make expenditures on the procurements and projects identified and be subsequently reimbursed for those expenditures when the proceeds from the certificate of obligations are received.

FISCAL IMPACT

The City's General Fund will advance funds for those items as needed. When proceeds from the sale of the certificates are received, any amounts that had been previously advanced from General Fund will be repaid to the General Fund from the proceeds received from the sale of the Certificates of Obligation Bonds.

RECOMMENDATION


Staff recommends that the City Council adopt the attached resolution.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 8th day of October, 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

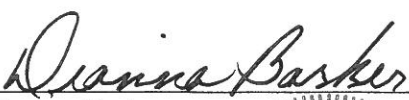
APPROVED

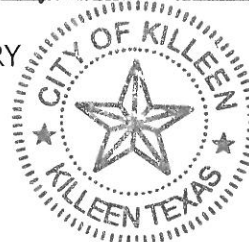

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:


Kathryn H. Davis
CITY ATTORNEY

ATTEST:


Dianna Barker
CITY SECRETARY



CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF BELL §
CITY OF KILLEEN §

I, the undersigned City Secretary of the City of Killeen, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on October 8, 2013, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Daniel A. Corbin, Mayor
Elizabeth Blackstone, Mayor Pro Tem
Jonathan Okray, Councilmember
Jared Foster, Councilmember
Wayne Gilmore, Councilmember
Jose Segarra, Councilmember
Terry Clark, Councilmember
Steve Harris, Council member

and all of said persons were present, except for the following: _____;
thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS**

was duly introduced for consideration and passage on first reading. It was then duly moved and seconded that said Resolution be passed on first reading; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this October 8, 2013.


City Secretary, City of Killeen, Texas

[CITY SEAL]



RESOLUTION NO. _____

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS**

WHEREAS, the City Council of the City of Killeen, Texas (the "City") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (collectively, the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. The City reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$500,000 for the purpose of paying the costs of the Project prior to issuance of such obligations.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

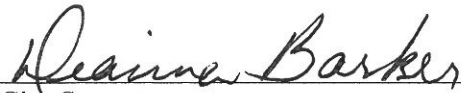
Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED, APPROVED AND EFFECTIVE THIS OCTOBER 8, 2013.



Mayor
City of Killeen, Texas

ATTEST:



City Secretary
City of Killeen, Texas



APPROVED AS TO FORM:



City Attorney
City of Killeen, Texas

EXHIBIT A

Costs associated with (i) constructing, reconstructing, improving, repairing, expanding and extending Mustang Creek Road and Prewitt Ranch Road, including any related acquisition of land, rights-of-way and easements; and (ii) other related costs including payment of professional services in connection therewith including legal, fiscal, and engineering fees.

Regular 01-27-15
Item # CA-15-012
CCM/R 15-010R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

**RESOLUTION EXPRESSING OFFICIAL INTENT
BY THE CITY TO REIMBURSE CERTAIN
COSTS RELATED TO SOLID WASTE VEHICLES
AND STREET GRADING VEHICLES**

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The Solid Waste Department and Street Department were provided funding in the FY 15 budget to acquire/lease vehicles. After discussions with the City's financial advisor and bond counsel, it was determined that Limited Tax Notes would be the better financing approach. Funds will be needed to purchase these vehicles before the debt is issued. The not-to-exceed amount of the reimbursement resolution is \$2,445,000.

DISCUSSION/CONCLUSION

A reimbursement resolution needs to be approved by the City Council which will allow the City to expend funds for the procurements and projects identified and then be reimbursed for those expenditures as the proceeds from the Limited Tax Notes are received.

FISCAL IMPACT

The City's Solid Waste Fund and General Fund will advance funds for these items, as needed. When proceeds from the sale of the Limited Tax Notes are received, amounts that have been advanced from the Solid Waste Fund and General Fund will be repaid to the Solid Waste Fund and General Fund, respectively.

RECOMMENDATION


Staff recommends that the City Council adopt the attached resolution.

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 27th day of January, 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

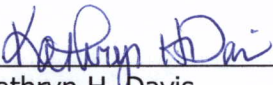
APPROVED



Scott Cospers
MAYOR

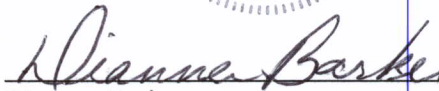


APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:



Dianna Barker
CITY SECRETARY

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF BELL §
CITY OF KILLEEN §

I, the undersigned City Secretary of the City of Killeen, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on January 27, 2015, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Scott Coper, Mayor
Elizabeth Blackstone, Mayor Pro Tem
Jonathan Okray, Councilmember
Juan Rivera, Councilmember
Wayne Gilmore, Councilmember
Jose Segarra, Councilmember
Terry Clark, Councilmember
Steve Harris, Council member

and all of said persons were present, except for the following: N/A; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS RELATED TO THE PURCHASE OF SOLID
WASTE VEHICLES AND STREET GRADING VEHICLES**

was duly introduced for consideration and passage on first reading. It was then duly moved and seconded that said Resolution be passed on first reading; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: 6

NOES: 1

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this January 27, 2015.

Dianne Barber
City Secretary, City of Killeen, Texas

[CITY SEAL]



RESOLUTION NO. _____

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS RELATED TO THE PURCHASE OF SOLID
WASTE VEHICLES AND STREET GRADING VEHICLES**

WHEREAS, the City Council of the City of Killeen, Texas (the "City") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (collectively, the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

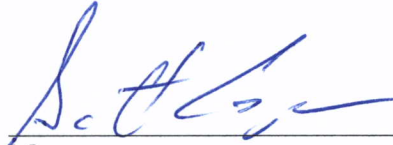
**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
KILLEEN, TEXAS:**

Section 1. The City reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$2,445,000 for the purpose of paying the costs of the Project prior to issuance of such obligations.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED, APPROVED AND EFFECTIVE THIS JANUARY 27, 2015.




Mayor
City of Killeen, Texas

ATTEST:



City Secretary
City of Killeen, Texas

APPROVED AS TO FORM:



City Attorney
City of Killeen, Texas

EXHIBIT A

Costs associated with (i) purchasing, acquiring and equipping solid waste department vehicles, including various freightliner, front loader, side loader, rear loader and brush truck chassis and pick-up trucks (ii) purchasing, acquiring and equipping a new backhoe loader, and (iii) other related costs including payment of professional services in connection therewith including legal, fiscal, and engineering fees.

RECOMMENDATION


Staff recommends that the City Council adopt the attached resolution.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

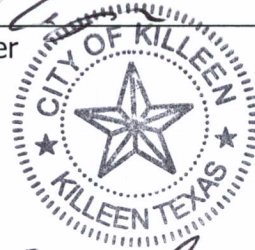
That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 11th day of August, 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

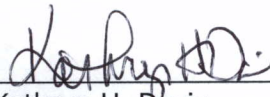
APPROVED



Scott Coper
MAYOR

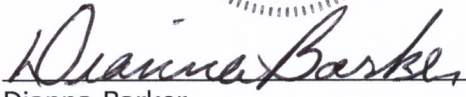


APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:



Dianna Barker
CITY SECRETARY

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF BELL §
CITY OF KILLEEN §

I, the undersigned City Secretary of the City of Killeen, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on Aug 11, 2015, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Scott Coper, Mayor
Jose Segarra, Mayor Pro Tem
Elizabeth Blackstone, Councilmember at Large
Jonathan Okray, Councilmember at Large
Juan Rivera, Councilmember at Large
Shirley Fleming, Councilmember
Jim Kilpatrick, Councilmember
Brockley Moore, Councilmember

and all of said persons were present, except for the following: --; thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS RELATED TO BUILDING RENOVATIONS**

was duly introduced for consideration and passage on first reading. It was then duly moved and seconded that said Resolution be passed on first reading; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: 6

NOES: 1

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann., ch. 551.

SIGNED AND SEALED this Aug 12, 2015.

Diana Barker
City Secretary, City of Killeen, Texas



RESOLUTION NO. 15-093R

**RESOLUTION EXPRESSING OFFICIAL INTENT TO
REIMBURSE FOR CERTAIN COSTS RELATED TO BUILDING RENOVATIONS**

WHEREAS, the City Council of the City of Killeen, Texas (the "City") expects to pay expenditures in connection with the projects described on Exhibit A attached hereto (collectively, the "Project") prior to the issuance of obligations to finance the Project; and

WHEREAS, the City finds, considers and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

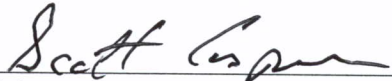
**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
KILLEEN, TEXAS:**

Section 1. The City reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$1,204,000 for the purpose of paying the costs of the Project prior to issuance of such obligations.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

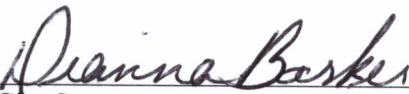
Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED, APPROVED AND EFFECTIVE THIS _____.



Mayor
City of Killeen, Texas

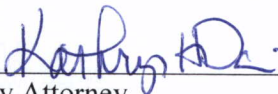
ATTEST:



City Secretary
City of Killeen, Texas



APPROVED AS TO FORM:



City Attorney
City of Killeen, Texas

EXHIBIT A

Improving, renovating and equipping the Cornerstone building, located at 101 E. Avenue D including (i) new HVAC system, electrical, insulation, and HVAC system related expenses, (ii) furniture, fixtures and equipment, and (iii) other related costs including payment of professional services in connection therewith including legal, fiscal, and engineering fees.



City of Killeen

Legislation Details

File #: PH-16-025 **Version:** 1 **Name:** FY 2016 JAG Grant and Interlocal Agreement
Type: Resolution/Public Hearing **Status:** Public Hearings
File created: 6/28/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: HOLD a public hearing to provide citizens the opportunity to comment, and City Council to discuss and consider the Interlocal Agreement and application of the Edward Byrne Memorial Justice Grant (JAG) for FY 2016.
Sponsors: Police Department
Indexes: JAG Grant
Code sections:
Attachments: [Council Memorandum](#)
[Interlocal Agreement](#)
[Terms and Conditions](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

FY 2016 JAG Grant Award

ORIGINATING DEPARTMENT

Police Department

BACKGROUND INFORMATION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program continues to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

The program award is allocated through an Interlocal agreement between Bell County, City of Killeen, and the City of Temple. The program provides single funding to grantees with no requirement for matching or local funds. Funds granted under the JAG have a four-year window for expenditure. All entities must agree to the reallocated amounts of the funds to receive the grant award.

DISCUSSION/CONCLUSION

JAG funding for Fiscal Year 2016 is \$80,270. An agreement has been made to distribute the program award as follows: City of Killeen \$40,537, City of Temple \$18,061 and Bell County \$21,672.

The City of Killeen has been chosen to apply for the JAG award and submit the application for all parties involved. The City of Killeen is responsible for the administration of the funds including distributing the funds, monitoring the award, submitting performance reports and assessment data, and providing ongoing assistance to any sub recipients of the funds.

The Killeen Police Department anticipates purchasing equipment: body worn video cameras and supportive technology to implement the video system.

FISCAL IMPACT

The City of Killeen's revenue will be recorded in account 207-0000-383-10-09 JAG Grant. The City of Killeen's expenditures will be accounted for in account 207-0000-495-46-35 Minor Equipment. The city will administer the other entities funds through account 207-0000-214-00-00 Due to Other Governments.

The length of the award is from October 1, 2015, to September 30, 2019. There are no matching funds required from the recipients.

RECOMMENDATION

Staff recommends that City Council approve the submission of the 2016 Edward Byrne Memorial Justice Assistant Grant through the Killeen Police Department on behalf of all parties involved;

the City Manager to sign the Interlocal agreement; and permit the Killeen Police Department to allocate and administer the duties required by the grant, under the oversight of the City's Grant Administrator.

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

**BETWEEN COUNTY OF BELL, CITY OF KILLEEN, AND CITY OF TEMPLE
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ___ day of _____ 2016, by and between **The County of Bell**, State of Texas, acting by and through its governing body, hereinafter referred to as **COUNTY**, and the **City of Killeen**, Texas, a municipal corporation, acting by and through its governing body, hereinafter referred to as **KILLEEN**, and the **City of Temple**, Texas, as municipal corporation, acting by and through its governing body, hereinafter referred to as **TEMPLE**.

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, COUNTY, KILLEEN, and TEMPLE previously received grant funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) to provide parties with the flexibility to prioritize and place justice funds where they are needed most; and

WHEREAS, the Department of Justice no longer grants funds to individual entities, but rather requires jurisdictions certified as disparate to submit a joint application and agree in what proportions funds will be shared; and

WHEREAS, the Department of Justice has made a grant award of \$80,270 to be allocated by COUNTY, KILLEEN and TEMPLE; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, COUNTY, KILLEEN, and TEMPLE believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, COUNTY, KILLEEN, and TEMPLE agree as follows:

Section 1.

The purpose of this agreement is to establish the rights and duties of each party participating in this agreement, and to establish the administration and division of any JAG award received.

Section 2.

Unless otherwise terminated, the term of this agreement shall begin on the date JAG funds are issued, and shall continue in effect until all funds are expended, but in no event shall this agreement continue beyond forty eight (48) months after the project start date of October 1, 2015.

Section 3.

KILLEEN shall submit the application for JAG funds on behalf of COUNTY, KILLEEN and TEMPLE, and further agree that KILLEEN will administer any grant award received. Copies of any and all documentation submitted to the Department of Justice or compiled in the administration of the grant by KILLEEN shall be provided to or made available for COUNTY and TEMPLE. KILLEEN will accept the administration fee of 10% from each dispartate for this grant.

Section 4.

JAG has allocated \$80,270 to COUNTY, KILLEEN and TEMPLE. JAG has distributed the funds as follows:

- a. COUNTY will receive \$0
- b. KILLEEN will receive \$65,576
- c. TEMPLE will receive \$14,694

In order to provide COUNTY with a portion of the funding, KILLEEN agrees to reduce their original allocation. The adjusted anticipated \$80,270 award (reduced by administration fee of \$8,027 to Killeen) will be allocated per agreement to COUNTY, KILLEEN and TEMPLE as follows:

- a. COUNTY will receive \$24,080 or 30% (less 2,408) = \$21,672,
- b. KILLEEN will receive \$36,122 or 45% (plus \$2,408 and \$2,007) = \$40,537 and
- c. TEMPLE will receive \$20,068 or 25% (less \$2,007) = \$18,061.

All amounts have been rounded in accordance with accounting principles. Should the amount of the award change in any way, the parties agree that division of the award will be by the percentages listed above and not the dollar amounts listed.

Section 5.

Pursuant to the terms of the grant, the parties agree to expend \$80,270 from the 2016 Byrne Justice Assistance Grant Program by a date not than later forty eight (48) months after the project start date of October 1, 2015.

Section 6.

The grant award will be used by each to fund state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas; law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment programs; and/or planning evaluation and technology improvement programs. Each party is responsible for expending the money granted to it in accordance with the rules of the award, and no other party to this agreement shall have any role in deciding how another party to this agreement expends funds allocated.

Section 7.

All notices from one party to another must be in writing and are effective when mailed, hand-delivered or transmitted by email as follows:

To COUNTY at: **Bell County Sheriff’s Office**
 P.O. Box 768
 Belton, TX 76513
 Email: jon.burrows@co.bell.tx.us

To KILLEEN at: **City of Killeen**
 101 N. College
 Killeen, TX 76541
 Email: afarris@killeentexas.gov

To TEMPLE at: **City of Temple**
 2 North Main Street
 Temple, TX 76501
 Email: jgraham@templetx.gov

Section 8.

This document constitutes the entire agreement of the parties concerning the JAG award. There are no oral representations, warranties, agreements or promises pertaining to the JAG award not incorporated into this writing. This agreement may be amended only by an instrument in writing signed by all parties.

Section 9.

As required by Chapter 791 of the Texas Government Code, each party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

Section 10.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, KILLEEN, or TEMPLE, other than claims for which liability may be imposed by the Texas Tort Claims Act found in Texas Civil Practice and Remedies Code, Chapter 101.

Section 11.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

This agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

City of Killeen, Texas

City of Temple, Texas

County of Bell, Texas

Interim City Manager
Lillian Ann Farris

City Manager
Jonathan Graham

Jon Burrows, County Judge

ATTEST:

ATTEST:

City Secretary

City Secretary

City Attorney

City Attorney

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year (FY) 2016 Local Solicitation Applications Due: June 30, 2016

Eligibility

Eligible applicants are limited to units of local government appearing on the FY 2016 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/16jagallocations.html. For JAG Program purposes, a unit of local government is a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribal government that perform law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

Deadline

Applicants must register in the [OJP Grants Management System \(GMS\)](#) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by **due by 5:00 p.m. eastern time on June 30, 2016**.

For additional information, see [How to Apply](#) in Section [D. Application and Submission Information](#).

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3 or via email at GMS.HelpDesk@usdoj.gov. The [GMS Support Hotline](#) hours of operation are Monday – Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must email the contact identified below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under “Experiencing Unforeseen GMS Technical Issues” in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday. You may also contact your [State Policy Advisor](#).

Release date: May 16, 2016

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2016 Local Solicitation (CFDA #16.738)

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections, community corrections and reentry programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Additionally, BJA reminds applicants that the JAG program allows funding for broadband deployment and adoption activities as they relate to criminal justice activities.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make State Administering Agencies (SAAs) and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will be focusing nationally and encourages each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, local, and tribal government in America. BJA continues to encourage states and localities to invest valuable JAG funds in programs to combat gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing or owning guns are prevented from doing so by enhancing reporting to the FBI's [National Instant Criminal Background Check System \(NICS\)](#).

While our nation has made great strides in reducing violent crime, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the [Violence Reduction Network \(VRN\)](#). By the end of FY 2016, 10 VRN sites, working with a broad network of federal, state, and local partners, will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in their communities. States and localities can support VRN sites by investing JAG funds in technology, crime analysis, training, and community-based crime reduction programs in VRN communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Law enforcement agencies across the country are equipping their officers with body-worn cameras (BWCs) to increase transparency and build community trust. The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report [Police Officer Body-Worn Cameras: Assessing the Evidence](#), and the COPS Office and Police Executive Research Forum paper, [Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned](#).

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs. Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

The BJA [BWC Toolkit](#) provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

National Incident-Based Reporting System (NIBRS)

The FBI has formally announced its intentions to establish NIBRS as the law enforcement (LE) crime data reporting standard for the nation. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Once this transition is complete, the FBI will no longer collect summary data and will only accept data in the NIBRS format and JAG awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. State and local JAG grantees are encouraged to use JAG funds to expedite the transition to NIBRS in their jurisdictions.

Justice System Reform and Reentry

There is growing bipartisan support for Justice Systems Reform and Reentry. A promising approach to justice systems reform is the [Justice Reinvestment Initiative \(JRI\)](#), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 30 states have used the justice reinvestment process to control spiraling incarceration costs and reinvest

in evidence-based criminal justice programs and strategies. Strategic investments of JAG funds to implement JRI legislation and policy changes in JRI states can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. For state-by-state information on JRI, please visit the [JRI Sites web page](#).

Over the past seven years, DOJ has partnered with state, local, and tribal agencies and national organizations to support hundreds of reentry programs across the country to provide job training, healthcare, housing, treatment, and other services to individuals returning to our communities from prisons and jails. The demand for effective reentry services remains high. More than 600,000 men and women leave our prisons every year and more than 11 million people cycle through our jails. Investments of JAG funds to support reentry efforts at the state and local level will pay dividends for returning citizens and for public safety in America. A summary of research-based reentry strategies is available on the [National Reentry Resource Center's What Works in Reentry Clearinghouse](#) along with a map identifying federally funded Second Chance Act Reentry programs at the state and local level. (See <https://csgjusticecenter.org/nrrc>).

Public Defense

Another key priority area is support for improving public defense delivery systems. To support this priority in November 2015, BJA established the Right to Counsel National Consortium (www.rtcnationalcampaign.org) to spearhead a national conversation on how to ensure the Sixth Amendment Right to Counsel for every individual. BJA continues to encourage states and SAAs to use JAG funds to ensure that no person faces the loss of liberty without first having the aid of a lawyer with the time, ability, and resources to present an effective defense. Currently, across the nation public defense reform is being supported by governors, state legislators, chief judges and local communities. Research shows that early appointment of counsel can decrease jail and prison stays and produce better outcomes for defendants and communities. Many of these successes are guided by the American Bar Association's Ten Principles of a Public Defense Delivery System, which are recommendations for government officials and other parties who are charged with improving public defense delivery systems (http://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/ls_sclaid_def_tenprinciplesbooklet.authcheckdam.pdf).

Improving Mental Health Services

Many people with mental illness enter the criminal justice system without a diagnosis or with untreated mental illness. Screening and assessment is critical to identify and provide appropriate referrals to treatment. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at identifying and treating people with severe mental illness to divert when appropriate, treat during incarceration, and engage in appropriate pre-release planning for the provision of community treatment (see [JMHCP Resources](#)). BJA provides training and technical assistance (TTA) to grantees and non-grantees (states, jurisdictions) to increase enrollment in health care plans (increase linkages to health care providers) that can increase access to treatment for improved mental health outcomes. Information can be found at www.bjatrain.org.

DOJ Universal Accreditation w/Forensic Service Providers

In 2015, the National Commission on Forensic Science (NCFS) announced recommendations on strengthening the field of forensic science. There are a number of key principles, which include promoting universal accreditation and finding ways to improve upon medical-legal

investigative processes. For additional information on these recommendations, please review the [New Accreditation Policies to Advance Forensic Science](#). The JAG program provides broad-based support to states and local jurisdictions across the nation in order to strengthen our criminal justice system, including the forensic sciences. As such, BJA encourages investments of JAG funds for programs and activities related to forensic work, including accreditation of forensic labs.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425), performance metrics reports, and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making, program development, and program implementation in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates
- Integrating evidence into program, practice, and policy decisions within OJP and the field
- Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The [OJP CrimeSolutions.gov](http://OJP.CrimeSolutions.gov) website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

1. A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Crime Policy](#) at George Mason University. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA “Smart Suite” of programs including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, Smart Prosecution, Smart Reentry and others (see <https://www.bja.gov/programs/crppe/smartsuite.htm>). BJA encourages states to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

BJA Success Stories

The [BJA Success Story web page](#) was designed to identify and highlight projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page will be a valuable resource for states, localities, territories, tribes,

and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit annual (or more frequent) success stories.**

If you have a Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [register](#). Once you register, one of the available areas on your *My BJA* page will be "My Success Stories." Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

B. Federal Award Information

BJA estimates that it will make up to 1,161 local awards totaling an estimated \$86.4 million.

Awards of at least \$25,000 are four years in length, and award periods will be from October 1, 2015 through September 30, 2019. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are two years in length, and award periods will be from October 1, 2015 through September 30, 2017. Extensions of up to two years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements [a type of grant]).

funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity²) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient (and any subrecipient) is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the recipient's (and any subrecipient's) compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the recipient (or any subrecipient) considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

² For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

Budget Information

Administrative Funds – Grant recipients may use up to 10 percent of the JAG award, including up to 10 percent of any earned interest, for costs associated with administering funds. Administrative funds (when utilized) must be tracked separately and recipients must report on SF-425s those expenditures that specifically relate to each grant number and established grant period. Additionally, recipients and subrecipients are prohibited from commingling funds on a program-by-program or project-by-project basis. More specifically, administrative funds under JAG are utilized for the same purpose each year (i.e., the administration of JAG funding) and therefore not considered separate programs/projects (commingling is not occurring) when utilized across all active JAG awards.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local Government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – The [JAG Prohibited and Controlled Expenditures Guidance](#) represents a combination of BJA-controlled items and those controlled under the [Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition”](#) that was signed on January 16, 2015. The guidance contains:

1. Table of all prohibited expenditures (strictly unallowable expenditures under JAG).
2. Table of all controlled expenditures (expenditures which require prior written approval from BJA under JAG; including UAV guidance checklist).
3. Controlled Expenditures Justification Template (must be completed and submitted for any JAG controlled expenditures request to be considered for approval by BJA).
4. Overall Controlled Expenditure/Equipment Guidance (should be reviewed in conjunction with the template prior to controlled expenditures request(s) being submitted to BJA).
5. Standards for State, Local and Tribal Law Enforcement Agencies for the Acquisition of Controlled Equipment with Federal Resources.

Additional information on JAG controlled and prohibited expenditures, along with the process for requesting prior approval from BJA to expend funds on controlled items, can be found within the [JAG FAQs](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost (also known as Pre-award Cost) Approvals

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [Financial Guide](#), for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients and of some conference, meeting, and training costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in [OJP's Funding Resource Center](#).

Other JAG Requirements

Compliance with Applicable Federal Laws

Applicants for state and local JAG formula grants are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies" (i.e., policies that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with Department of Homeland Security [DHS] officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if OJP receives information that indicates that an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds, or suspension and debarment.

Law Enforcement Agency Training Information

Any law enforcement agency receiving direct or subawarded JAG funding must submit quarterly accountability metrics data related to training on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public that officers have received.

Any grantees that fail to submit this data will have their grant funds frozen.

Accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.

Body-Worn Camera (BWC) purchases

Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

Any grantees that wish to use JAG funds for BWC-related expenses who do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by BJA.

The BJA [BWC Toolkit](#) provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Body Armor

Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).

JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match. Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2016 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2016 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) should review [FY 2016 SAFECOM Guidance](#). The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with grant award funding should be identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

C. Eligibility Information

For eligibility information, see the title page.

For additional information on cost sharing or matching requirements, see [Section B. Federal Award Information](#).

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see [How to Apply](#).

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that

preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the “Note on File Names and File Types” under [How to Apply](#) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “JAG Budget and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Résumés”) for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to [Executive Order 12372](#). Applicants may find the names and addresses of their state's Single Point of Contact (SPOC) at the following website: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state's SPOC to find out about, and comply with, the state's process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state's E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be:

- Written for a general public audience and submitted as a separate attachment with “Project Abstract” as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, a description of the project strategy, any significant partnerships, and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants must submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a joint application must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To demonstrate program progress and success, as well as to assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.**

BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "[Research and the Protection of Human Subjects](#)" section of the [OJP's Funding Resource Center](#). Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget Detail Worksheet and Budget Narrative

Applicants must submit a budget detail worksheet and budget narrative outlining how JAG funds, including administrative funds (up to 10% of the grant award) if applicable, will be used to

support and implement the program. Please note that if an applicant submits only one budget document, it must contain **both** narrative and detail information.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should be broken down by year.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including administrative costs (if applicable) and how funds will be allocated across the seven allowable JAG program areas** (law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at www.ojp.gov/financialguide/index.htm.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under [Section B. Federal Award Information](#).

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only under the following circumstances:

- (a) The applicant has a current, federally approved indirect cost rate; or
- (b) The applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.414(f).

Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the “Glossary of Terms” in the [Financial Guide](#). For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

In order to use the “de minimis” indirect rate, attach written documentation to the application that advises OJP of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the “de minimis” method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as you choose to negotiate a federally approved indirect cost rate.³

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe’s governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, BJA will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Applicants that are currently designated high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated

³ See 2 C.F.R. § 200.414(f).

high risk by another federal grant making agency, the applicant must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Disclosing this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, was not less than 30 days before the application was submitted to BJA. If the 30 governing body requirement cannot be met before the application deadline, a withholding special condition will be placed on the award until the governing body requirement can be met. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of notification**); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment to their application. The file should be named “Disclosure of Pending Applications.”

Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., “[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and subrecipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or subrecipients responsible for the research and evaluation or on the part of the applicant organization;

OR

b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or subrecipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and

procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with the Part 200 Uniform Requirements as set out at [2 C.F.R. 200.205](#), federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this [form](#).

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

How to Apply

Applicants must submit applications through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register immediately**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant organization until the applicant organization has complied with all applicable DUNS and SAM requirements. Individual applicants must comply with all Grants.gov requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget (OMB) requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
- 2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

Information about SAM registration procedures can be accessed at www.sam.gov.
- 3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.
- 4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
- 5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 16 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program**.
- 6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title

along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.

- 7. Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the [GMS Help Desk](#) or the [SAM Help Desk](#) (Federal Service Desk) to report the technical issue and receive a tracking number. Then the applicant must email the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The email must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant’s request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant’s computer or information technology environment, including firewalls, browser incompatibility, etc.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding [web page](#) at <http://ojp.gov/funding/index.htm>.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable,

measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on award recipients

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP sends award notification by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and how to accept the award in GMS. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date (by September 30, 2016). Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ, or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of [OJP's Funding Resource Center](#) website.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of [OJP's Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)

- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements⁴ with which recipients of federal funding must comply; uniform administrative requirements, cost principles, and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones; or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of [OJP's Funding Resource Center](#).

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with the Part 200 Uniform Requirements, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For Federal Awarding Agency Contact(s), see title page.

For contact information for GMS, see title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

⁴ See *generally* 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 [FFATA]).

IMPORTANT: This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmsolas.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist
Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2016 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 23)
- _____ Acquire or renew registration with SAM (see page 23)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 23)
- _____ For existing users, check GMS username and password* to ensure account access (see page 23)
- _____ Verify SAM registration in GMS (see page 23)
- _____ Search for correct funding opportunity in GMS (see page 23)
- _____ Select correct funding opportunity in GMS (see page 23)
- _____ Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 23)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at [Post Award Requirements](#) (see page 11)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 24)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review [Solicitation Requirements](#) web page in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2016 JAG Allocations List as listed on BJA’s [JAG web page](#)

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA’s [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 15)
- _____ Intergovernmental Review (see page 15)
- _____ Project Abstract (see page 15)
- _____ Program Narrative (see page 16)
- _____ Budget (see page 17)
- _____ Budget Narrative (see page 17)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 18)
- _____ Tribal Authorizing Resolution (if applicable) (see page 18)
- _____ Applicant Disclosure of High Risk Status (If applicable see page 18)
- _____ Additional Attachments (see page 19)
 - _____ Review Narrative (see page 19)
 - _____ Applicant Disclosure of Pending Applications (see page 20)
 - _____ Research and Evaluation Independence and Integrity (see page 20)
- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 22)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 22)



City of Killeen

Legislation Details

File #: PH-16-026 **Version:** 1 **Name:** Zoning 16-12
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 7/13/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**

Title: HOLD a public hearing and consider an ordinance requested by Rajesh Patel to rezone approximately 0.847 acre, being part of the J. R. Smith Survey, Abstract No. 797, from "B-5" (Business District) to "B-3A" (Local Business and Retail Alcohol Sales District) to allow for package store sales. The property is located at 817 E. Rancier Avenue, Killeen, Texas.

Sponsors: Planning & Development Dept

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Attachment to CCMO](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location map](#)
[Buffer map](#)
[Considerations](#)
[Opposition](#)
[Opposition](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z16-12 "B-5" (BUSINESS DISTRICT) TO "B-3A" (LOCAL BUSINESS AND RETAIL ALCOHOL SALES DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

This request, submitted by Rajesh Patel, is to rezone approximately 0.847 acre, being part of the J.R. Smith Survey, Abstract No. 797, from "B-5" (Business District) to "B-3A" (Local Business and Retail Alcohol Sales District) to allow for package store sales. The property is located at 817 E. Rancier Avenue, Killeen, Texas. The property houses the existing Sun Mart convenience store.

District Descriptions:

A building or premises in the "B-3A" Local Business and Retail Alcohol Sales District shall be used only for the following purposes:

- Any use permitted in the "B-3" district in accordance with the requirements of this division
- Package stores to be operated under, and in accordance with, a valid Texas Alcohol Beverage Commission issued package store permit
- Uses listed in the "B-3A" district shall not be incorporated by right into less restrictive zoning districts, including, without limitation, the "B-3", "B-4", and "B-5" districts, but shall be considered to be a stand-alone zoning district, except as provided for in this division.

Property Specifics

Applicant/Property Owner: Pong Ye Bae and Charles Brown

Property Location: The property is located at 817 E. Rancier Avenue, Killeen, Texas.

Legal Description: The property is part of the J.R. Smith Survey, Abstract No. 797, Killeen, Texas.

Zoning/ Plat Case History:

- There is no recent zoning activity for this property
- The property is not platted

Character of the Area

Existing Land Use(s) on the Property: Convenience store in a commercial plaza

Figure 1. Zoning Map

See attachment.

Figure 2. Street View

See attachment.

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility services are readily available to the subject property (See Figure 3. Utility Map.) located within the City of Killeen municipal utility service area. Adequate potable water and sanitary sewer capacity are available to the current business (convenience store) on the property. Public storm drainage infrastructure lies within the abutting rights-of-way (Rancier Avenue and 18th Street), prior to entering an urbanized tributary that flows to the southeast. South Nolan Creek is currently listed on the TCEQ's 2012 303(d) water quality list for impairment due to bacteria and concerns for near non-attainment for nutrients. Detention of post development storm water run-off would be required if the property is further developed. Inadequate capacity exists within the drainage infrastructure along all public rights-of-way.

Figure 3. Utility Map

See attachment.

Transportation:

Existing Conditions: Rancier Avenue is classified as a 110' principal arterial on the City's adopted Thoroughfare Plan; 18th street is a local street.

Proposed Improvements: No improvements are being proposed; however the current drive approaches serving the parcel are in poor condition. Existing sight distances for drivers traveling to and from the drive approaches are somewhat unfavorable. If the property is platted or redeveloped, ingress/egress to the property would be disciplined by the City's access management policies and a right-of-way taking may affect the property frontage along Rancier Avenue.

Projected Traffic Generation: Minimal.

Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The elevation contours range from 832' to 846' on the site. The tract does not lie within a FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

Land Use Analysis

Land Use Plan: This area is designated as 'General Commercial' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The Comprehensive Plan calls for a wide range of commercial, retail, and service uses, at varying scales and intensities depending on the site.

Consistency: This request is consistent with the Comprehensive Plan.

Public Notification

The staff notified fifteen (15) surrounding property owners regarding this request. Staff has received a protest from Mr. Earl Martin, the owner of 902 Diamond Circle, Killeen, Texas. This protest has been included for the City Council's consideration.

Recommendation

The Planning & Zoning Commission recommended approval of "B-3A" zoning by a vote of 6 to 0. The subject site meets the "B-3A" zoning district requirements of a 10,000 square foot minimum lot size, and the exterior walls of the building fronting and siding up to public streets meet the "B-3A" zoning district architectural design standards of 50% brick, native stone or stucco. There are no existing churches, public/private schools, or public/private hospitals within 300 feet of the subject site as measured utilizing the standard articulated in TABC Section 109.33. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections. Based upon this measurement, the Word of Knowledge Ministries is more than 400 feet away.

Figure 1. Zoning Map

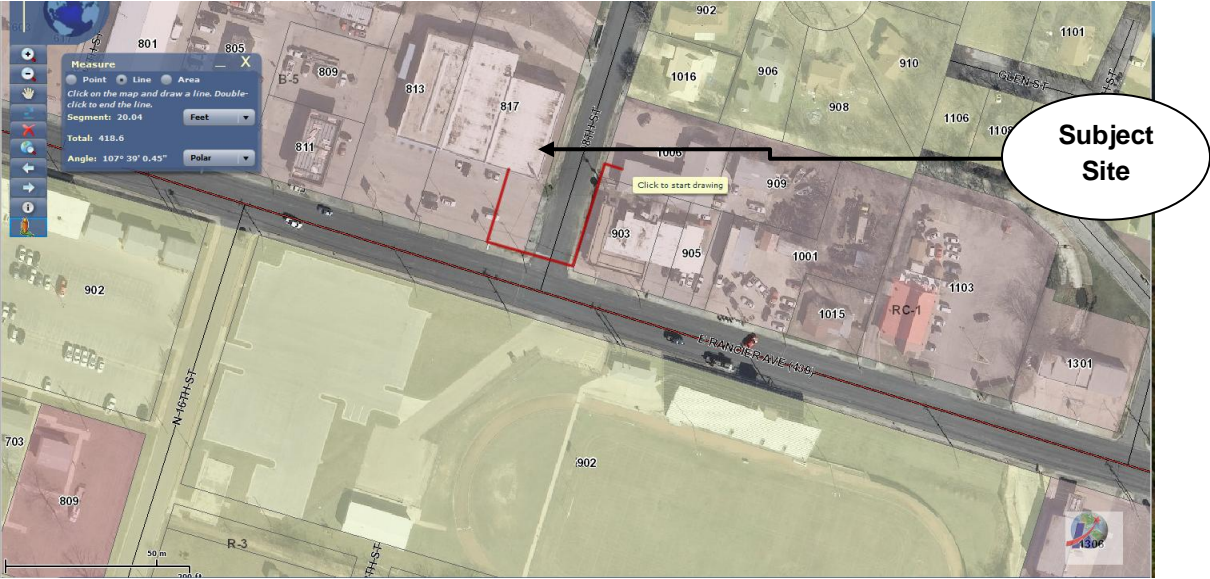


Figure 2. Street View



Figure 3. Utility Map



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 18, 2016**

**CASE #Z16-12
B-5 to B-3A**

HOLD a public hearing and consider a request submitted by Pong Ye Bae and Charles Brown to rezone approximately 0.847 acre out of the J. R. Smith Survey, Abstract No. 797, from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District). The property is locally known as 817 E. Rancier Avenue, Killeen, Texas.

Chairman Frederick requested staff comments.

City Planner Tony McIlwain stated that this request was submitted by Rajesh Patel who is the business owner, to rezone 817 E. Rancier from “B-5 (Business District) to “B-3A” (Local Business and Retail Alcohol Sales District) to allow for package store sales. The subject site meets the “B-3A” zoning district requirements of a 10,000 square foot minimum lot size, and the exterior walls of the building fronting and siding up to public streets meet the “B-3A” zoning district architectural design standards of 50% brick, native stone or stucco. There are no existing churches, public/private school or public/private hospitals within 300 feet of the subject site as measured utilizing the standard articulated in TABC Section 109.33. Based upon this measurement, the Word of Knowledge Ministries is more than 400 feet away.

The staff notified 15 (fifteen) surrounding property owners regarding this request. Staff received one protest from Mr. Earl Martin, 902 Diamond Circle, Killeen, Texas.

The staff recommended approval of the rezone request from “B-5” (Business District) to “B-3A” (Local Business and Retail Alcohol Sales District).

Mr. Dong Kim, 605 N. Gray St., Killeen, Texas, was present to represent this request. The applicant, Mr. Rajesh Patel of 3805 Turner Avenue #C, Killeen, Texas, stated that the convenience store will be closed and he will be opening the package store.

Chairman Frederick opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner Cooper motioned to recommend approval of the request. Commissioner Beronio seconded the motion. The motion passed 6-0.

Chairman Frederick stated that this request will be forwarded to City Council with a recommendation to approve.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-5 (BUSINESS DISTRICT TO B-3A (LOCAL BUSINESS AND RETAIL ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Rajesh Patel 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 817 E. Rancier Avenue, from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District), said request having been duly presented and recommended for approval of B-3A (Local Business and Retail Alcohol Sales District) zoning by the Planning and Zoning Commission of the City of Killeen on the 18th day of July 2016, 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 9th day of August 2016, 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 request should be approved;

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

SECTION I. That the zoning classification of .847 acre, being part of the J.R. Smith Survey, Abstract No. 797, being locally addressed as 817 E. Rancier Avenue,

Killeen, Texas, be changed from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District).

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 9th day of August 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #16-12
Ord. #16-___



Date Paid:	6/13/16
Amount Paid:	\$ 300.00
Cash/MO #/Check #:	# 1022
Receipt #:	409

CASE #: Z16-12

City of Killeen Zoning Change Application

[] General Zoning Change \$300.00 [] Conditional Use Permit \$500.00

Name(s) of Property Owner: Pong Ye Bae and Charles Brown
 Current Address: 1809 Moonlight Drive
 City: Killeen State: TX Zip: 76543-3940
 Home Phone: () Business Phone: () Cell Phone: ()

Email: _____
 Name of Applicant: Rajesh Patel
 (If different than Property Owner)

Address: 3805 Turner Ave., Apt. C
 City: Killeen State: TX Zip: 76543
 Home Phone: () Business Phone: (254) 245-8290 Cell Phone: (323) 637-5515

Email: Rajadva85@hotmail.com

Address/Location of property to be rezoned: 817 E. Rancier Ave.

Legal Description: A0797 BC J R Smith, 760-23, Acres .847

Metes & Bounds or Lot(s) Block Subdivision

Is the rezone request consistent with the Comprehensive Plan? YES NO
 If NO, a FLUM amendment application must be submitted.

Type of Ownership: Sole Ownership Partnership Corporation Other

Present Zoning: B5 Present Use: Convenience Store

Proposed Zoning: B3A Proposed Use: PACKAGE STORE

Conditional Use Permit for: _____

This property was conveyed to owner by deed dated 02/08/2010 and recorded in Volume _____, Page _____, Instrument Number _____ of the Bell County Deed Records. (Attached)

Is this the first rezoning application on a unilaterally annexed tract?
 Yes _____ (Fee not required) No (Submit required fee)

APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Dong Soo Kim
Mailing Address: 605 N. Gray St. #4
City: Killeen State: TX Zip: 76541
Home Phone: (254) 681-0070 Business Phone: (254) 681-0070 Email: thebrokerkim@gmail

I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City: make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me. This authorization only applies to this specific zoning request.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, **I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter.** If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of Agent Dong Soo Kim Title Broker

Printed/Typed Name of Agent Dong Soo Kim Date 6-10-16

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Applicant RAJESH PATEL Title Store owner

Printed/Typed Name of Applicant Rajesh Patel Date 6-10-16

Signature of Property Owner Charles Brown Title owner

Printed/Typed Name of Property Owner Charles Brown Date 6-10-16

Signature of Property Owner _____ Title owner

Printed/Typed Name of Property Owner Pong Bae Brown Date 6-10-16

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z16-12

ZONING FROM:

B-5 To B-3A

APPLICANT:

RAJESH PATEL

PROPERTY OWNER:

PONG YE BAE AND
CHARLES BROWN

LEGAL DESCRIPTION:

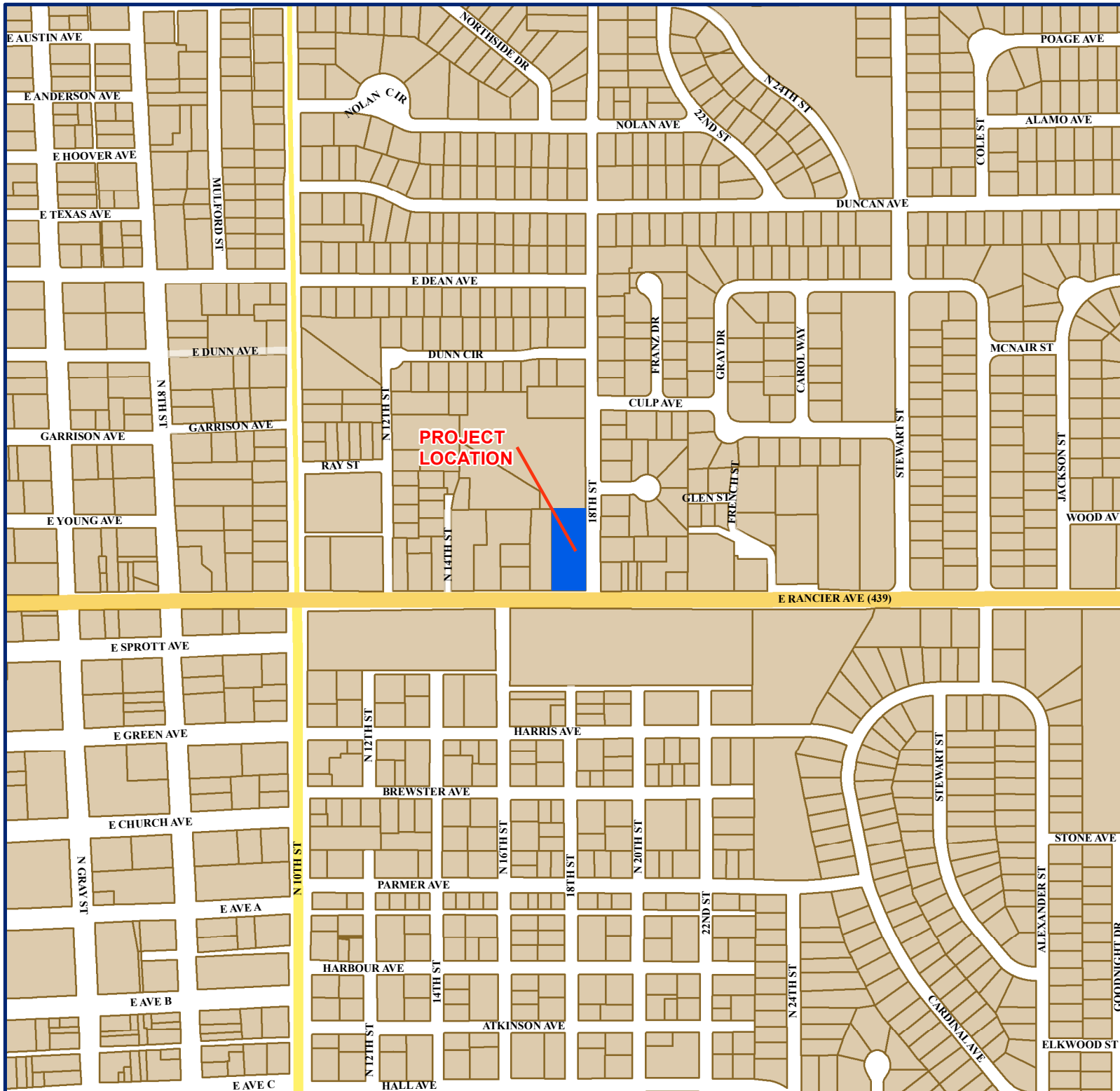
A0797BC J R SMITH, 760-23,
ACRES .847

Legend

-  Zoning Case
-  Parcel
-  City Limits



Date: 6/22/2016





**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z16-12

ZONING FROM:

B-5 To B-3A

APPLICANT:

RAJESH PATEL







PROPERTY OWNER:

**PONG YE BAE AND
CHARLES BROWN**

LEGAL DESCRIPTION:

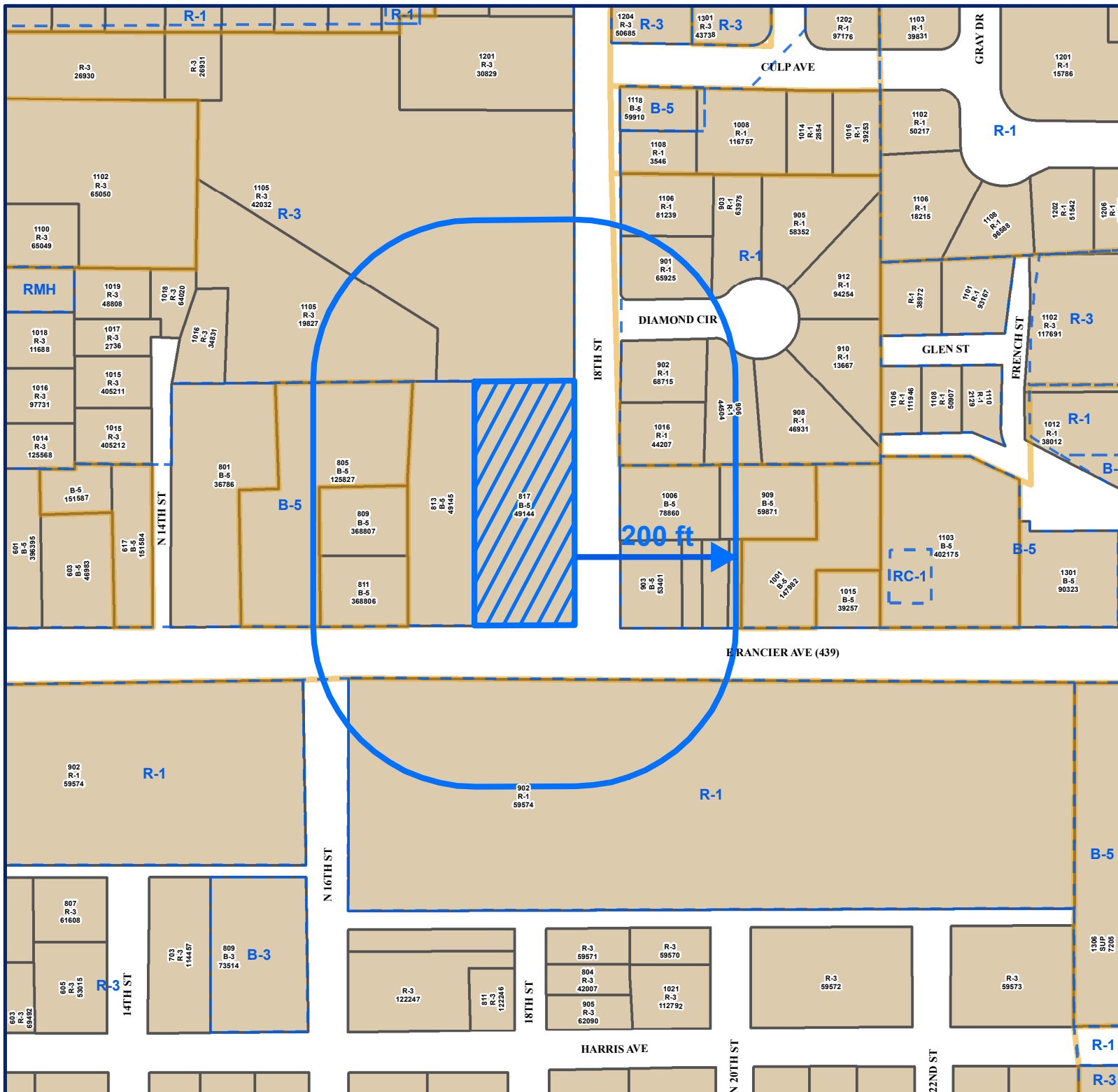
**A0797BC J R SMITH, 760-23,
ACRES .847**

LEGEND

-  200' Buffer
-  Zoning Case
-  Current Zoning
-  Subdivision
-  Parcel
-  City Limits



Date: 6/21/2016



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.

YOUR NAME: East Martin	PHONE NUMBER: 289-1117
CURRENT ADDRESS: 902 Diamond Circle, Killeen, TX. 76541	
ADDRESS OF PROPERTY OWNED: 902 Diamond Circle Killeen, TX. 76541	
COMMENTS: I would like to request this area remain as zoned. There is already a liquor store less than two tenths of a mile from this business. This is a residential area with children. If this area is rezoned, it will add to the image the city is trying to avoid a pawn shop on every corner, car lot etc etc. Thank-you for taking my comments into account. I hope your decision is to maintain current zoning.	B-5 to B-3A
SIGNATURE: E. Martin	SPO #Z16-12/11

RECEIVED

JUL 14 2016

PLANNING

City of Killeen

July 12, 2016

In reference to the request of rezoning of 817 E. Rancire Avenue, we are totally opposed to this notion. We have a rental property at 1016 North 18th street. There has been enough problems with that area. We feel that if a liquor store is applied to the neighborhood, the problems would only increase and de-falue our investment.

Bruce & Connie Stokes
7273 Piping Rock Road
Belton, TX. 76513
(254) 9393910

-----CUT HERE-----

YOUR NAME: <u>Bruce Stokes</u>	PHONE NUMBER: <u>2549393910</u>
CURRENT ADDRESS: <u>7273 Piping Rock Rd Belton Tx 76513</u>	
ADDRESS OF PROPERTY OWNED:	
COMMENTS:	B-5 to B-3A
<u>NO!</u>	RECEIVED
	JUL 21 2016
	PLANNING
SIGNATURE: <u>Bruce Stokes</u>	SPO #Z16-12/ <u>12</u>



City of Killeen

Legislation Details

File #: PH-16-027 **Version:** 1 **Name:** Zoning 16-13
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 7/13/2016 **In control:** City Council Workshop
On agenda: 8/2/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Phyllis and Charles Mitchell d/b/a CPB Investments, Inc. (Case #Z16-13) to rezone .131 acre, being part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, from "B-3" (Local Business District) to "B-4" (Business District). The property is locally known as 3816 Clear Creek Road, Killeen, Texas. (Requires a three-fourths majority vote.)
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Attachment to CCMO](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location map](#)
[Buffer map](#)
[Considerations](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z16-13 "B-3" (LOCAL BUSINESS DISTRICT) TO "B-4" (BUSINESS DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

This request is submitted by Phyllis and Charles Mitchell d/b/a CPB Investments, Inc. to rezone .131 acre, being part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, from "B-3" (Local Business District) to "B-4" (Business District). The property is located on the east right-of-way of Clear Creek Road, approximately 285 feet south of Janelle Drive. The property is locally known as 3816 Clear Creek Road, Killeen, Texas. The property owners are rezoning the property to allow for auto sales. If approved, the zoning would affect Suite C of the existing Elms Creek Medical plaza and six parking spaces in front of the suite, which is the southwest corner of the property.

District Descriptions:

A building or premises in a district "B-4" Business District shall be used only for the following purposes:

- (1) Any use permitted in the "B-3" district
- (2) Trailer rental and sales
- (3) Auto sales where the major business is the showroom display and sale of new automobiles by an authorized dealer and used car sales, repair work and storage facilities on the same premises shall be purely incidental; provided, that the area allowed for the repair and storage of cars shall not be nearer than twenty (20) feet from the required front line of the principal building
- (4) Auto sales of used cars; no salvage, dismantling or wrecking on premises; no display of vehicles in required front yard; junked vehicles must be placed behind a screening device
- (5) Commercial parking (public garage or parking lot)
- (6) Auto upholstery or muffler shop
- (7) Auto repair (garage), with on-site junked vehicles being enclosed within a building
- (8) Cold storage plant (locker rental)
- (9) Building material or lumber sales (no outside storage)
- (10) Cleaning, pressing and dyeing:
 - a. No direct exterior exhaust from cleaning plant permitted
 - b. Dust must be controlled by either bag or filter and separator or precipitator so as to eliminate the exhausting of dust, odor, fumes or noise outside the plant
- (11) Garden shop, greenhouse or nursery (retail)
- (12) Ballpark, stadium, athletic field (private)
- (13) Philanthropic institutions (not elsewhere listed)
- (14) Cabinet, upholstery, woodworking shop
- (15) Plumbing, electrical, air conditioning service shop (no outside storage)
- (16) Trade or business school

(17) Garment manufacturing in a space of four thousand (4,000) square feet or less, with all loading and unloading off-street

Property Specifics

Applicant/Property Owner: Phyllis and Charles Mitchell

Property Location: The property is located on the east right-of-way of Clear Creek Road, approximately 285 feet south of Janelle Drive. The property is locally known as 3816 Clear Creek Road, Killeen, Texas.

Legal Description: Lot 1, Block 1, Elms Creek Addition Phase I Replat, which was filed for record on May 30, 2003, in Cabinet C, Slide 337A, Plat Records of Bell County, Texas.

Zoning/ Plat Case History:

- This property was zoned from its initial annexation zoning of "A" (Agricultural District) to "B-3" (Local Business District) on January 25, 2000, per Ordinance No. 00-5. This is the first rezone request (by the property owner) for this unilaterally annexed tract.
- On May 2, 2016, the applicant petitioned for B-4 zoning for the entirety of the property and the case was recommended for disapproved by the Planning and Zoning Commission based on the request "not being not consistent with the zoning in the immediate area and there is no need for this specific type of business." The applicant subsequently withdrew their zoning request.
- The subject property is platted as Lot 1, Block 1, Elms Creek Addition Phase I Replat.

Character of the Area

Existing Land Use(s) on the Property: The subject site is currently the Elms Creek Medical Plaza. This is a commercial corridor and the property to the north and south is zoned "B-3." The undeveloped property to the east is zoned "A-R1" (Agricultural Single-Family Residential District). The closest "B-4" or "B-5" zoned property is the Kwik Lube & Services business that is approximately 740 feet south of the subject site.

Figure 1. Zoning Map

See attachment.

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services are available to the above subject property located within the City of Killeen municipal utility service area. Public storm drainage infrastructure is limited to public rights-of-way and detention of post development storm water run-off may be required if additional impervious surfaces are constructed within the existing subdivision.

Transportation:

Existing conditions: Clear Creek Road is classified as a 110' principal arterial on the City's adopted Thoroughfare Plan.

Proposed Improvements: There are no proposed improvements. Ingress/egress for Clear Creek Road is controlled by the state and disciplined by Texas D.O.T.'s Access Management Policies.

Projected Traffic Generation: Minimal to marginal, depending upon the scope of redevelopment (if any) on the site.

Environmental Assessment

Topography: The property ranges in elevation from 988 feet to 990 feet in elevation.

Regulated Floodplain/Floodway/Creek: The property does not lie within a FEMA regulatory Special Flood Hazard Area (SFHA).

Land Use Analysis

Land Use Plan: This area is designated as 'General Commercial' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The 'General Commercial' character encourages a wide range of commercial, retail and service uses, at varying scales and intensities depending on the site.

Consistency: This request is consistent with the Comprehensive Plan.

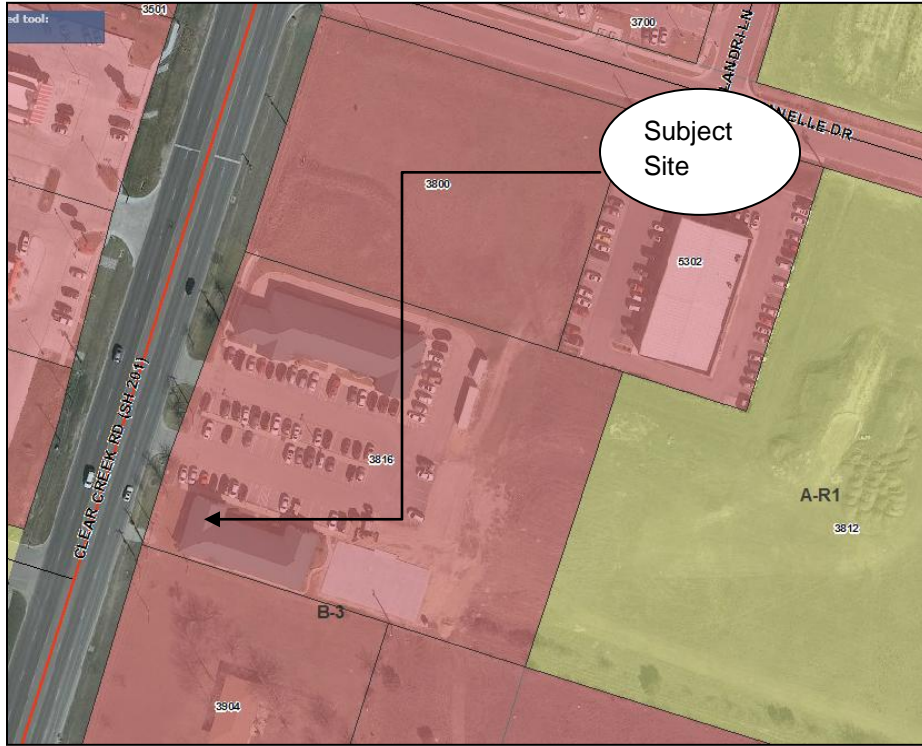
Public Notification

The staff notified eight (8) surrounding property owners regarding this request. Staff has received no responses.

Recommendation

The Planning & Zoning Commission recommended disapproval by a vote of 6 to 0. The Commissioners were concerned with 'spot zoning' and compatibility issues with used car sales in relation to the land uses in the immediate area.

Figure 1. Zoning Map



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JULY 18, 2016**

**CASE #Z16-13
B-3 to B-4**

HOLD a public hearing and consider a request by CPB Investments, Inc. to rezone .131 acre, being part of Lot 1, Block 1, Elms Creek Addition Phase 1 Replat, from B-3 (Local Business District) to B-4 (Business District) for used car sales. The property is locally known as 3816 Clear Creek Road, Killeen, Texas.

Chairman Frederick requested staff comments.

City Planner Tony McIlwain stated that this request is submitted by CPB Investment, Inc. to rezone .131 acre, from “B-3” (Local Business District) to “B-4” (Business District). On May 2, 2016, the applicant petitioned for B-4 zoning for the entirety of the property and the case was recommended for disapproval by the Planning and Zoning Commission.

Staff recommended disapproval of “B-4” (Business District) zoning for the .131 acre portion of the site. Tony McIlwain stated that he supported the previous “B-4” zoning request based on the availability of the undeveloped land along the eastern portion of the site being developed for the used vehicle parking area. He stated that the current zoning submittal removes any potential of new development occurring and the size/configuration of the zoning request lends itself to the appearance of preferential treatment when compared to the rest of the larger developed property. Additionally, the implications of having the used sales in this part of the property does present compatibility issues when viewed in context with the remainder of the office complex.

Staff notified eight (8) surrounding property owners regarding this request. Staff has received no responses.

Commissioner Alvarez had concerns with parking and spot zoning.

Mr. Bob Mitchell, Mitchell & Associates, Inc., 102 N. College Street, Killeen, Texas, was present to represent this request.

Chairman Frederick opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner DeHart motioned to recommend disapproval of the request because it would be spot zoning and not the best use for the area. Commissioner Beronio seconded the motion. The motion passed 6-0.

Chairman Frederick stated that this request will be forwarded to City Council with a recommendation to disapprove.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-3 (LOCAL BUSINESS DISTRICT) TO B-4 (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Phyllis and Charles Mitchell have presented to the City of Killeen a request for amendment of the Zoning Ordinance of the City of Killeen by changing the classification of part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, from “B-3” (Local Business District) to “B-4” (Business District), said request having been duly presented and recommended for disapproval by the Planning and Zoning Commission of the City of Killeen on the 18th day of July 2016, 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 9th day of August 2016, 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 ¾ majority opinion that the request should be approved;

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

Section I. That the zoning classification of the following described tract be changed from B-3 (Local Business District) to B-4 (Business District) for a .131 acre area, being part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, being locally known as 3816 Clear Creek Road, Suite C, 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 9th day of August 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

Jose Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #16-13

Ord. #



Date Paid: 6/17/2014
 Amount Paid: \$ 300.00
 Cash/MO #/Check #: # 30987
 Receipt #: 412

CASE #: Z16-13

City of Killeen Zoning Change Application

General Zoning Change [] Conditional Use Permit

Name(s) of Property Owner: CPB Investments, Inc.

Current Address: 15485 FM 439

City: Killeen State: TX Zip: 76543 - 8017

Home Phone: () _____ Business Phone: () _____ Cell Phone: () _____

Email: _____

Name of Applicant: _____
 (If different than Property Owner)

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Business Phone: () _____ Cell Phone () _____

Email: _____

Address/Location of property to be rezoned: 3816 S. Clear Creek Rd.

Legal Description: Lot 1, Block 1 Elms Creek Addition, Phase One Replat

Metes & Bounds or Lot(s) Block Subdivision

Is the rezone request consistent with the Comprehensive Plan? YES NO

Type of Ownership: _____ Sole Ownership _____ Partnership Corporation _____ Other

Present Zoning: B-3 Present Use: N/A

Proposed Zoning: B-4 Proposed Use: Used Car Sales

Conditional Use Permit for: _____

This property was conveyed to owner by deed dated 5/4/2005 and recorded in Volume 5692,
 Page 241, Instrument Number _____ of the Bell County Deed Records.
 (Attached)

Is this the first rezoning application on a unilaterally annexed tract?
 Yes _____ (Fee not required) No _____ (Submit required fee)

APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Mitchell & Associates, Inc.

Mailing Address: 102 N. College/1088 P.O. Box 1088


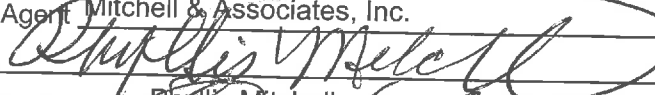
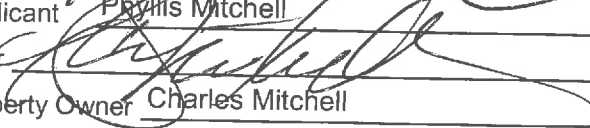
City: Killeen State: TX Zip: 76540

Home Phone: (____) _____ Business Phone: (254) 634-5541 Email: bmittell@mitchellinc.net

I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City; make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me. This authorization only applies to this specific zoning request.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, **I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter.** If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of Agent <u></u>	Title <u>President</u>
Printed/Typed Name of Agent <u>Mitchell & Associates, Inc.</u>	Date _____
Signature of Applicant <u></u>	Title _____
Printed/Typed Name of Applicant <u>Phyllis Mitchell</u>	Date _____
Signature of Property Owner <u></u>	Title _____
Printed/Typed Name of Property Owner <u>Charles Mitchell</u>	Date _____
Signature of Property Owner _____	Title _____
Printed/Typed Name of Property Owner _____	Date _____
Signature of Property Owner _____	Title _____
Printed/Typed Name of Property Owner _____	Date _____

*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z16-13

ZONING FROM:

B-3 To B-4

APPLICANT:

CPB INVESTMENTS, INC.



PROPERTY OWNER:

CPB INVESTMENTS, INC.

LEGAL DESCRIPTION:

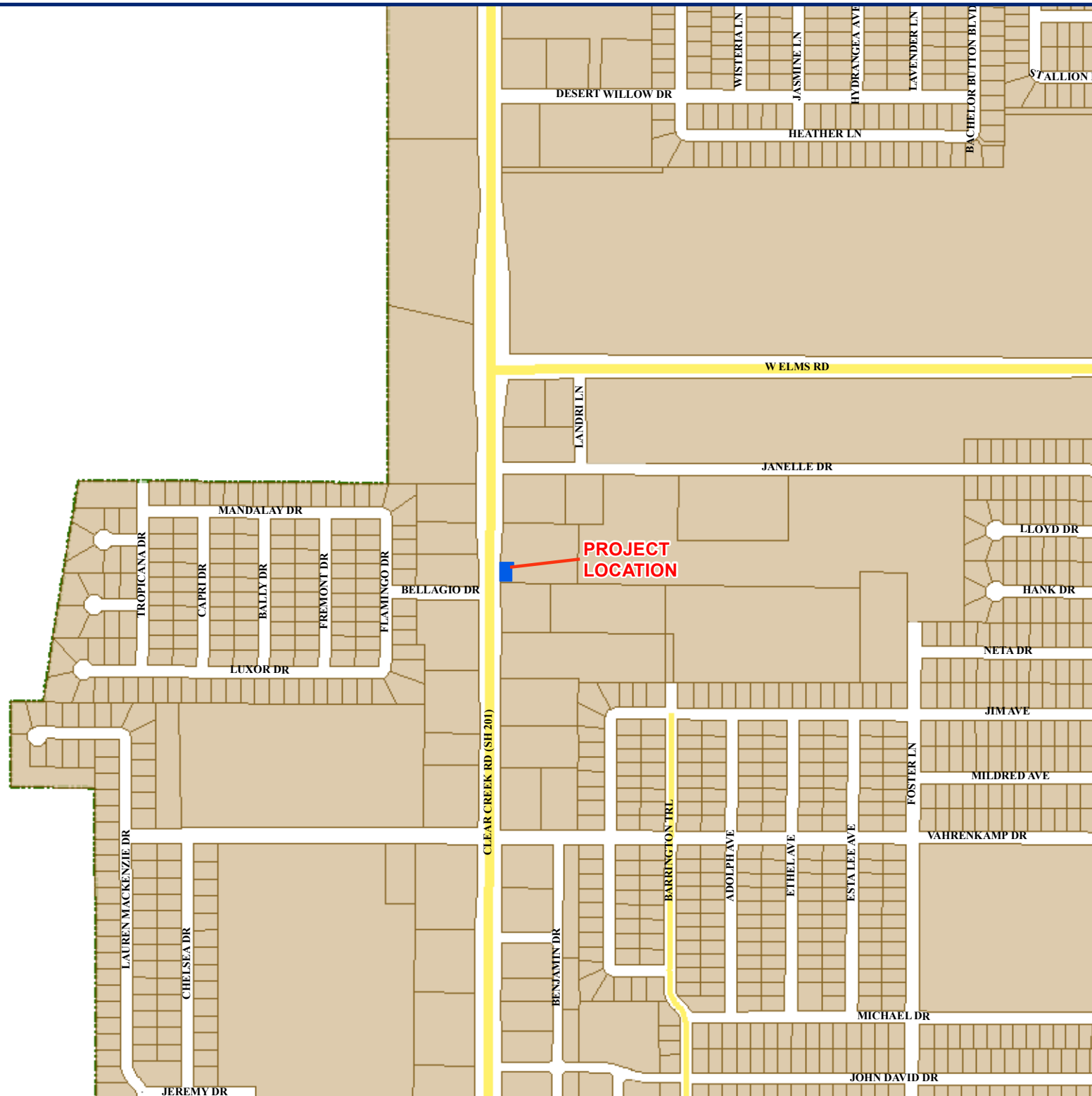
ELMS CREEK ADDITION PHASE ONE
REPLAT & 0.800AC, BLOCK 001,
LOT 0001, ACRES 2.55

Legend

-  Zoning Case
-  Parcel
-  City Limits



Date: 7/7/2016





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ELMS CREEK ADDITION PHASE ONE
REPLAT & 0.800AC, BLOCK 001,
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LEGEND

-  Zoning Case
-  Current Zoning
-  Subdivision
-  Parcel
-  City Limits



Date: 7/7/2016

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.