



City of Killeen

Agenda

City Council Workshop

Tuesday, July 6, 2021

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

IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

Citizen Comments

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to three (3) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. No other extensions will be allowed.

Discuss Items for Regular City Council Meeting

Minutes

1. [MN-21-016](#) Consider Minutes of Regular City Council Meeting of June 22, 2021.
Attachments: [Minutes](#)

Resolutions

2. [RS-21-088](#) Consider a memorandum/resolution approving the appointment of Janell J. Lewis Ford as Executive Director of Communications.
Attachments: [Staff Report](#)
[Resume](#)
[Presentation](#)
3. [RS-21-089](#) Consider a memorandum/resolution authorizing an agreement of transfer for Police Service Dog Jaxx.
Attachments: [Staff Report](#)
[Agreement](#)
[Presentation](#)
4. [RS-21-090](#) Consider a memorandum/resolution authorizing the purchase of body worn cameras under a five-year replacement and service plan, in an amount not to exceed \$348,650, from COBAN Technologies, Inc.
Attachments: [Staff Report](#)

[Quote](#)

[Certificate of Interested Parties](#)

[Presentation](#)

5. [RS-21-091](#) Consider a memorandum/resolution approving the renewal of a professional services contract with Lockton Dunning Benefits for self-funding consulting services in an amount not to exceed \$95,000.
Attachments: [Staff Report](#)
[Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)
6. [RS-21-092](#) Consider a memorandum/resolution authorizing the purchase of turnout gear in the amount of \$308,445.99, from North American Fire Equipment Company.
Attachments: [Staff Report](#)
[Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
7. [RS-21-093](#) Consider a memorandum/resolution approving the acceptance and disposition of the Homeland Security Grant - Office of the Governor.
Attachments: [Staff Report](#)
[Resolution](#)
[Presentation](#)
8. [RS-21-096](#) Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for construction administration/management of the Replacement of Terminal Capital Equipment System at Killeen-Fort Hood Regional Airport, in the amount of \$200,000.
Attachments: [Staff Report](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)
9. [RS-21-097](#) Consider a memorandum/resolution approving amendments to the Communications System Agreement with the Bell County Communications Center.
Attachments: [Staff Report](#)
[Redlined Amended Agreement](#)
[Agreement](#)
[Presentation](#)
10. [RS-21-098](#) Consider a memorandum/resolution approving an Interlocal Cooperation

Contract between the City of Killeen, City of Temple, Temple Independent School District, and Bell County engaging Bickerstaff Heath Delgado Acosta to perform redistricting services in relation to the 2020 Census.

Attachments: [Staff Report](#)

[Proposal](#)

[Contract](#)

[Presentation](#)

11. [RS-21-099](#) Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.

Attachments: [Staff Report](#)

[Presentation](#)

Ordinances

12. [OR-21-012](#) Consider an ordinance amending the Code of Ordinances Chapter 19, Parks and Recreation and Chapter 31, Zoning, addressing signage in the park system.

Attachments: [Staff Report](#)

[Ordinance](#)

[Presentation](#)

Public Hearings

13. [PH-21-030](#) HOLD a public hearing and consider an ordinance granting Atmos Energy a .202 acre temporary construction easement to be located on Lot 16, Block 1, Hunter's Chase Subdivision (Hunt Neighborhood Park), Killeen, Texas. (1st of 3 readings)

Attachments: [Staff Report](#)

[Maps](#)

[Ordinance](#)

[Presentation](#)

14. [PH-21-031](#) HOLD a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of Generation III L.P., (Case #FLUM21-02) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'General Residential' (GR) designation for approximately 5.88 acres, being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract. The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas.

Attachments: [Staff Report](#)

[Maps](#)

[Minutes](#)

[Ordinance](#)

[Presentation](#)

15. [PH-21-032](#) HOLD a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of Generation III L.P., (Case #Z21-013) to rezone approximately 5.88 acres from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to “R-2” (Two-Family Residential District), being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract. The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas. (Requires 3/4 Majority Vote)

Attachments: [Staff Report](#)

[Maps](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Responses](#)

[Presentation](#)

16. [PH-21-033](#) HOLD a public hearing and consider an ordinance submitted by OW Clear Creek LLC, (Case #Z21-15) to rezone approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600 from “R-MS” (Manufactured Housing District) to “B-3” (Business District). The property is locally addressed as 5314 Tiffany Circle, Killeen, Texas.

Attachments: [Staff Report](#)

[Maps](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Presentation](#)

17. [PH-21-034](#) HOLD a public hearing and consider an ordinance submitted by Quintero Engineering LLC on behalf of E. Construction, LLC (Case #Z21-16) to rezone approximately 1.50 acres from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), being Lot 1, in Block 1, Faucett Commercial Subdivision. The property is locally addressed as 3700 South W.S. Young Drive, Killeen, Texas.

Attachments: [Staff Report](#)

[Maps](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Responses](#)

[Presentation](#)

18. [PH-21-035](#) HOLD a public hearing and consider an ordinance amending the FY 2021 Annual Budget of the City of Killeen to increase revenue and expenditure accounts in the General Fund and Aviation Funds.

Attachments: [Staff Report](#)

[Ordinance](#)

[Presentation](#)

Items for Discussion at Workshop

19. [DS-21-085](#) Discuss Annual Review of Governing Standards and Expectations
20. [DS-21-086](#) Discuss Commercial Camera Use
21. [DS-21-087](#) Discuss Police Hiring and Retention
22. [DS-21-088](#) Discuss FY 21 Arts Commission Grants Funding and COVID Exceptions

Attachments: [Presentation](#)

Attachments: [Presentation](#)

Councilmember Requests for Future Agenda Items

23. [RQ-21-033](#) Assistance with Youth Facilities

Attachments: [Request](#)

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 2, 2021.

Lucy C. Aldrich, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City

Manager's Office, or TDD 1-800-734-2989.

Notice of Meetings

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

- *Love Your Park Day, July 10, 2021, 8:00 a.m., Stewart Park*
- *Parks Master Plan Workgroup, July 26, 2021, 5:30 p.m., Lions Club Park Senior Center*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-21-016 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of June 22, 2021
Type: Minutes **Status:** Minutes
File created: 6/10/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of June 22, 2021.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
City Council Meeting
Killeen City Hall
June 22, 2021 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro Tem Debbie Nash-King, Councilmembers Jessica Gonzalez, Nina Cobb, Ken Wilkerson, Rick Williams, and Mellisa Brown.

Also attending were City Manager Kent Cagle, Deputy City Attorney Holli Clements, City Secretary Lucy Aldrich, and Sergeant-at-Arms Cole.

Absent: Councilmember Steve Harris

Pastor Andrew Long, Sr. gave the invocation. Councilmember Cobb led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro Tem Nash-King to approve the agenda as written. Motion was seconded by Councilmember Wilkerson. The motion carried unanimously.

Citizen Comments

No citizens signed up to speak.

Ordinances

OR-21-011 Consider an ordinance canvassing the returns and declaring results of the June 12, 2021 Second Election.

The City Secretary read the caption of the ordinance.

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF A SECOND ELECTION HELD JUNE 12, 2021 FOR THE ELECTION OF A DISTRICT COUNCILMEMBER FOR DISTRICT 4.

Councilmember Wilkerson read the ordinance that certified the election results, stating the number of votes each candidate received, and that Michael Boyd was elected as Councilmember for District 4.

Motion was made by Mayor Pro Tem Nash-King to approve OR-21-011, declaring Michael Boyd the elected councilmember for District 4. Motion was seconded by Councilmember Brown. Motion carried unanimously.

Oath of Office & Certificate of Election

Judge Mark Kimball administered the Oath of Office to Michael Boyd. Mayor Segarra presented the Certificate of Election to Councilmember Boyd.

Standards of Conduct

City Manager, Kent Cagle, read the Standards of Conduct while all the councilmembers signed the Standards of Conduct.

Call to Order and Roll Call

Newly appointed Councilmember Boyd was seated at the Dias. Mayor Segarra called the meeting to order at 5:14 p.m. and took roll call, noting that all councilmembers were present.

Consent Agenda

MN-21-015 Consider Minutes of Regular City Council Meeting of June 8, 2021.

RS-21-081 Consider a memorandum/resolution authorizing the execution of an agreement with Bio Chem Lab, Inc for additional water quality testing for water received from the Stillhouse Surface Water Treatment Plant in the amount of \$27,245.

RS-21-082 Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Grant for the Rehabilitate Terminal Capital Equipment System project at Killeen-Fort Hood Regional Airport.

RS-21-083 Consider a memorandum/resolution awarding Bid No. 21-24, Rehabilitate Terminal Capital Equipment System at Killeen-Fort Hood Regional Airport, with Lochridge-Priest, Inc. in the amount of \$3,693,871.

RS-21-084 Consider a memorandum/resolution approving additional funding from the Texas Department of Housing and Community Affairs to participate in the Texas Emergency Rental Assistance Program and the Texas Eviction Diversion Program.

RS-21-086 Consider a memorandum/resolution entering into a Settlement Agreement with the United States of America (Department of Justice) under the Americans With Disabilities Act (DJ 204-76-220).

Motion was made by Councilmember Wilkerson to approve the consent agenda. Motion was seconded by Councilmember Williams. Motion carried unanimously.

Resolutions

RS-21-085 Consider a memorandum/resolution authorizing a fireworks display at the Killeen Special Events Center on July 3, 2021.

Staff Comments: Holli Clements, Deputy City Attorney.

Ms. Clements provided City Council with updated information concerning the request from Mr. Bear Jones to conduct a fireworks display on July 3, 2021 at the Killeen Special Events Center.

Motion was made by Councilmember Brown to approve RS-21-085. Without a second, the motion died. Motion was made by Councilmember Wilkerson to disapprove RS-21-085. Motion

was seconded by Mayor Pro Tem Nash-King. Motion carried 6 to 1 with Councilmember Brown in opposition.

Public Hearings

PH-21-026 HOLD a public hearing and consider an ordinance amending the FY 2021 Annual Budget of the City of Killeen to increase revenue and expense accounts in Aviation funds and the Community Development Block Grant (CDBG) fund.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2021 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN AVIATION FUNDS AND THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Director of Budget.

Ms. Drake presented this item to City Council at the June 15, 2021 Workshop Meeting. Ms. Drake was available for any questions. City staff recommends City Council approve the ordinance amending the FY 2021 Annual Budget.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Brown to approve PH-21-026. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried unanimously.

PH-21-027 HOLD a public hearing and consider an ordinance authorizing the 2021-2022 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. **(1st of 2 Public Hearings)**

The City Secretary read the caption of the ordinance.

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2021-2022 PROGRAM YEAR ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$1,114,792.00 IN PY 2021-22/FISCAL YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR RE-PROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$1,130,386.53 OF CDBG FUNDS; AND THE APPLICATION OF \$491,222.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS, THE USE OF PRIOR YEAR REPROGRAMMABLE FUNDS AND PY 2021-22 PROGRAM INCOME FOR A TOTAL EXPENDITURE OF \$663,771.97 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Leslie Hinkle, Executive Director of Community Development Ms. Hinkle and Community Development Advisory Committee President Mr. Adams

presented this item to City Council at the June 15, 2021 Workshop Meeting. Ms. Hinkle was available for any questions. City staff recommends holding the public hearing and then following the 30-day comment period and second public hearing, staff further recommends approval of the ordinance adopting the 2021-2022 Annual Action Plan and authorizing application for CDBG and HOME funds.

Mayor Segarra opened the public hearing.

Ms. Janell Frazier spoke in favor.

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

A second public hearing is scheduled for July 27, 2021.

PH-21-028 HOLD a public hearing and consider an ordinance requested by Ray Pratoff, on behalf of Yong Ballheimer (**Case #Z21-10**), to rezone a portion of Block 1, Lot 2, La Mer Addition Phase Two, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is addressed as 403 East Stan Schlueter Loop, Suite 301, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF SUITE 301 OUT OF THE LA MER ADDITION PHASE TWO, BLOCK 1, LOT 2 FROM "B-5" (BUSINESS DISTRICT) TO "B-C-1" (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, Executive Director of Development Services. The subject property is designated as General Commercial on the Future Land Use Map (FLUM) of the Comprehensive Plan. Should this request be approved, the applicant intends to offer alcohol sales at an existing hookah bar. The requested "B-C-1" (General Business and Alcohol Sales District) zoning district allows the on-premise consumption of alcohol without a Food and Beverage Certificate, and shall follow the rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended. Staff notified twenty-four (24) surrounding property owners within 400' of the property. To date, staff has received one (1) written response in opposition of the request. Staff recommends approval of the applicant's zoning request. The Planning & Zoning Commission recommended approval by a vote of 5 to 0.

Mayor Segarra invited the applicant to speak.

The applicant was not in attendance.

Mayor Segarra opened the public hearing.

Mr. Willem Henke spoke on the agenda item stating that he was not against

alcohol being served at this location, but that his concern was the ongoing vibrating of his home's windows caused by the noises coming from the establishment.

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

Motion was made by Councilmember Brown to postpone PH-21-028 until the completion of an updated commercial noise ordinance. Without a second, the motion died. Motion was made by Councilmember Wilkerson to disapprove PH-21-028. Motion was seconded by Councilmember Brown. Motion carried unanimously.

PH-21-029 HOLD a public hearing and consider an ordinance requested by Mitchell & Associates Inc. on behalf of James Herring (Case #Z21-11) to rezone 55.1 acres out of the W.E. Hall Survey, A-No. 1116, from "A" (Agricultural District) to "SR-1" (Suburban Residential Single-Family Residential District). The property is generally located along the north right-of-way of Chaparral Road, between James Herring Way and East Trimmier Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 55.1 ACRES OUT OF THE W.E. HALL SURVEY, ABSTRACT NO. 1116; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, Executive Director of Development Services. This property is designated as 'Suburban Residential' (SR) on the Future Land Use Map (FLUM) of the Comprehensive Plan. Should this request be approved, the applicant intends to develop approximately one-hundred and twenty (120) single-family homes on the property. Staff notified forty-five (45) surrounding property owners within 400' of the property. To date, staff has not received any responses. Staff recommends approval of the applicant's zoning request. The Planning & Zoning Commission recommended approval by a vote of 5 to 0.

Mayor Segarra invited the applicant to speak.

The applicant, Mr. Ace Reneau with Mitchell & Associates, appeared before City Council to provide additional information and answer questions.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Wilkerson to approve PH-21-029. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried 6 to 1 with Councilmember Brown in opposition.

Adjournment

With no further business, upon motion being made by Mayor Pro Tem Nash-King, seconded by Councilmember Wilkerson, and unanimously approved, the meeting was adjourned at 6:27 p.m.



City of Killeen

Legislation Details

File #: RS-21-088 **Version:** 1 **Name:** Executive Director of Communications
Type: Resolution **Status:** Resolutions
File created: 6/29/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution approving the appointment of Janell J. Lewis Ford as Executive Director of Communications.
Sponsors: Human Resources Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Resume](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Eva Bark, Executive Director of Human Resources

SUBJECT: Appointment of an Executive Director of Communications

BACKGROUND AND FINDINGS:

On April 1, 2021, Hilary Shine submitted her letter of retirement as the Executive Director of Communications with the City of Killeen, effective August 1, 2021.

On May 5, 2021, Human Resources posted the vacancy on the City's website, the Texas Municipal League (TML) website, the Texas Association of Municipal Information Officers (TAMIO) website and on the National Information Officers Association (NIOA) website. The City solicited thirty-two (32) applications and narrowed the candidates to three (3) finalists. On June 22, 2021, the finalists interviewed with a panel of City's leadership.

Mr. Cagle has extended a conditional offer to Mrs. Janell J. Lewis Ford. Mrs. Ford comes to Killeen with nearly twenty (20) years of experience in journalism, communications, and television news. Most recently, she was a Public Affairs Officer for the United States Government at the National Training Center in Fort Irwin, and has also worked for NBC, ABC, CBS, and Fox News. Mrs. Ford has been appointed in the past to work on committees by a United States Congressman and Mayor and has worked closely with city councils in several different states in her previous positions.

Mrs. Ford holds a Bachelor of Arts in Mass Communications from Winston-Salem State University and a Master's in Journalism and Public Affairs from American University.

Mrs. Ford's conditional offer is based on selection confirmation by the Killeen City Council, as provided by the City Charter. Mrs. Ford will begin employment on July 19, 2021.

THE ALTERNATIVES CONSIDERED:

Alternatives are: (1) to not approve the City Manager's appointment of Janell J. Lewis Ford as the City of Killeen's Executive Director of Communications; or (2) to approve the City Manager's appointment of Janell J. Lewis Ford as the City of Killeen's Executive Director of Communications.

Which alternative is recommended? Why?

Staff recommends the second alternative, approving the City Manager’s appointment of Janell J. Lewis Ford as the Executive Director of Communications. Mrs. Ford brings twenty (20) years of experience in journalism, communications, and television news.

CONFORMITY TO CITY POLICY:

This action is uniformed to city policy.

FINANCIAL IMPACT:

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

The conditional offer specifies an annual salary of \$105,000, plus associated wage-based benefits and a \$3,000 annual car allowance.

Is this a one-time or recurring expenditure?

This is a recurring expenditure.

Is this expenditure budgeted?

Yes, funds are budgeted in accounts 010-0405-414.40-05 through 010-0405-414.40-89 and 010-0407-414.40-05 through 010-0407-414.40-89.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council approve the City Manager’s appointment of Mrs. Janell J. Lewis Ford as the Executive Director of Communications

DEPARTMENTAL CLEARANCES:

City Manager
City Attorney offices
Finance

ATTACHED SUPPORTING DOCUMENTS:

Resume

JANELL J. LEWIS FORD

PROFILE

- Media/Digital Communications/Journalism professional with more than a decade of experience in broadcast news; Proficient in analyzing and adapting ratings research
 - Proven manager and leader who has an excellent record of organizing, facilitating and acting as a liaison between departments and personnel and ensuring the most efficient and measurable workflow through top-notch communication skills; Training in Human Resources, Social Work, Budget/Financing and Strategic Planning
 - Possesses a collaborative approach in leadership with the aptitude to foster a team-oriented environment while imparting knowledge to others on how to increase productivity
 - Effective communicator and listener who is productive under pressure and highly motivated
 - Demonstrates success in marketing sales programs, promotions and campaigns
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-

BROADCAST/MULTIMEDIA JOURNALISM EXPERIENCE

National Training Center/Garrison Public Affairs – Public Affairs Officer Fort Irwin, CA Oct 2018-present

- Coordinate and participate in a variety of media relations and dissemination of command and public information, as well as press releases and articles
- Provide information concerning purpose, mission and activities of NTC/Fort Irwin and the Garrison internal and external audiences
- Films, edits, and produces Command Information
- Maintain positive liaison with various agencies on and off post
- Proficient in Adobe suite, including Photoshop, Premiere, Audition, etc.
- Prepares Command Information publications and writes articles for publications
- Post newspaper editor: write, edit and provide photography for 30+ news articles per month; Took post newspaper to high-visibility, increasing the pages from 10 pages to 20+ pages per edition
- Social Media manager for six (6) accounts: Produce content for 2 Verified Facebook pages, 1 Verified Instagram account, 1 Verified Twitter, 1 Flickr account and the NTC YouTube account; produce social media analytics; Grew our social media presence by growing our Facebook pages, tripling our following;
- Host Facebook Live/Radio news show with commanders to bridge communication with soldiers and the community and as another avenue to disseminate command information; conduct interviews with departments and record public service announcements as another tool to inform the public
- Help write and review speeches for leaders
- Assist and coordinate community relations events, including color guard requests and commanders/leaders at professional sporting events, parades Memorial/Veterans Day events, etc.
- DINFOS trained through the Public Affairs Qualification Course (PAQC)

KSWO Channel 7- Producer, Manager Lawton, OK

Dec 2015-Aug 2016

- Research, planning, and producing of specific television programming
- Compelling writer who is a great leader, knows how to take charge of a plan, can incorporate strategic planning into the daily newscast and motivate others to execute the vision
- Help supervise and assign reporters, photographers and digital producers to news stories and special projects
- Write content for all platforms using *WorldNow* including television, online/mobile and technical operations, keeping them current and on top of breaking news
- Excels at making connections and researching information to develop strong story idea; great work ethic, enjoys storytelling
- Cover stories for online and on air, shooting, editing and writing content for the overall product

WTVM/WXTX News Leader 9- Assistant News Director (Acting ND during transition)

Columbus, GA

Sept 2012-Dec 2015

- Increased 11PM ratings in key, female demos book-to-book from February 2013 to May 2013 by 106%; increased 11PM Household ratings by 45% from May 2014 to November 2014
- Increased morning ratings in Households and all demos book-to-book from November 2012 to February 2013; increased ratings in adults 25-54 by 40% and increased ratings in key female demos by 20% in the mornings (Coming off a strong political November sweeps)
- Increased morning ratings in key female demos by 48% from May 2013 to February 2014; increased AM Household ratings by 28% during that same period; increased AM ratings in key female demos by 18% from November 2012 to November 2014 (Coming off a strong political November sweeps)
- Increased 5PM ratings by 45% year-to-year, from November 2012 to November 2014
- Increased 530PM Household ratings by 35% book-to-book, from February 2014 to May 2014; Increased 530PM ratings in key demos by 38% from November 2012 to July 2013
- Increased 6PM ratings in key, female demos by 69% from November 2012 to May 2013
- Increased 12 Noon ratings in key, female demo by 57% from February 2013 to July 2013
- Completed Raycom Media Leadership Training designed for future leaders of the company
- Coordinated with the sales, marketing and news department to develop broadcast and digital revenue strategies, including new, sponsored segments, as well re-working revenue ideas already in place
- Supervise and assign reporters, photographers and digital producers to news stories and special projects
- Supervise content for all platforms including television, online/mobile using *WorldNow* and technical operations, keeping them current and on top of breaking news, as well as daily oversight of the news employee's social media contributions
- Work with producers and reporters on editorial and production story elements with the ultimate goal being better storytellers
- Hire, train, evaluate producers, reporters, anchors and assignment editors
- Produce, develop and oversee station specials, projects and programming outside of the daily news operations

NBC San Diego News- Producer/Weekend Manager, San Diego, CA

June 2008-Sept 2012

- Manage/oversee weekend operations and produce the 6p.m. weekend newscast in top 30 market; Produce the 5p.m. newscast during the week
- Oversee daily operations of the Emmy Award-winning 5a.m. - 7a.m. newscast; Managed all morning operations on many days
- Produce, schedule and coordinate guests for daily segments and; manage field crews and determine logistics for coverage of broadcast news stories
- Communicate effectively with editors, directors, anchors, management, etc. to get the show done efficiently
- Write and produce stories/segments for air, including sweeps packages via pre-production and graphics
- Generate new audience reach by increasing ratings
- Project manager for Multicultural Journalism program for high school students; Help train interns/personnel on newsroom operations
- A leader in social media, helping oversee content; Upload multi-media content to the nbcсандiego.com website as needed using *Content Share* program system

WBTB News 3 (CBS) – Producer. Charlotte, NC

Aug 2006 – May 2008

- Created and helped launch the Emmy-nominated 7p.m. newscast; produced all daytime and evening newscasts, including the 5p.m., 7p.m., 10p.m., 11p.m. and 12 noon newscasts in market 23
- Attracted a new audience to the station
- Produced and field produced 30-minute specials on topics including teen dating abuse, teen drug and alcoholism and teens and social media
- Gathered information, develop and assigned news stories to reporters and anchor
- Uploaded content daily to the web using *Content Share*, including news stories and packages

NBC News 4 – Assignment Desk/ Production Assistant. Washington, DC

Jan 2006 – Aug 2006

- Produced weather ticker; logged news feeds; monitored police scanners and wires; and directed choppers for live newscasts in market 8
- Researched stories/gathered information to pitch story ideas with assignment editors, producers, reporters, and anchors

- Printed and distributed news scripts and assisted production crew

Lawton Public Schools – *Media Liaison/Teacher*, Lawton/Ft. Sill, OK

Aug 2016-Aug 2018

- Ridgecrest Elementary Rookie Teacher of the Year; Lawton Public Schools Teacher of the Year nominee
- Developed press releases and marketing to help promote the school and provide coverage of events
- Completed several hours of professional development training, including “Time to Teach” and “Great Expectations” strategies, while implementing successful and engaging active learning teaching skills in classroom
- Conducted weekly assessments to evaluate and helped raise test scores on the 5th-grade level
- Designated team leader and participated in integral team lead/manager and administrator/admin trainings
- Chaired more than half a dozen committees, including Spelling Bee, Yearbook and Hospitality

EDUCATIONAL BACKGROUND

American University

Washington, DC

M.A., Journalism and Public Affairs, August 2006 Graduate

- Concentration in Broadcast Journalism, 3.8 GPA
- Interviewed Barack Obama and other notable politicians for class and NPR/PBS specials

Winston-Salem State University

Winston-Salem, NC

B.A., Mass Communications, December 2004 Honors Graduate

- Magna Cum Laude, 3.7 GPA
- Minor: Spanish
- Who’s Who Among Students in American Universities and Colleges

SKILLS & PROFESSIONAL AFFILIATION

- Three-time Emmy nominee: 2007 Southeast regional chapter; 2008 and 2010 Pacific Southwest Chapter
- Adjunct Professor of Broadcast Journalism at the University of North Carolina at Charlotte (UNCC-2007, 2008)
- Online Teaching Assistant, English & Philosophy, Ashford University (May 2010 – 2012)
- Executive Producer, NABJ Student Multimedia Project, 2010-present
- Executive Producer: Multi-cultural Journalism Workshop- a two-week course that teaches students to write, report & produce a 30-minute newscast which is broadcast on NBC San Diego (2009-2012); Associated with the California Chicano News Media Association (CCNMA)
- Mentor: CBS’ Susan Zirinsky (President of CBS News); Former CBS Evening News Producer, Executive Producer, 48 Hours Mystery
- President, Columbus-Metro Association of Black Journalists; Vice President, San Diego Association of Black Journalists (chapter of NABJ); Producer, NABJ Broadcast Short Course; Mentor, Student Project
- Member of the Year, SDABJ (2010)
- Board Member/Volunteer, CASA of Southwest Oklahoma (Court-Appointed Special Advocate)
- Board Member, West Central Georgia American Red Cross Chapter
- Board Member, Columbus Chamber Young Professionals (co-chair of Governmental Affairs Committee)
- Vice President, Urban Professionals of Columbus (2013-2015)
- Recognized and honored as a Top 5 Under 40 recipient in Columbus and the Valley (2015)
- Honored with a Community Service Award for dedication to the community and Young Professional on the Move by the Courier Eco Latino news publication
- Urban League of San Diego County’s 40 Under 40 Inspired Leaders of Tomorrow Inductee (2010)
- Family Readiness Group Leader /Chair (FRG): Fort Sill, Oklahoma: Alpha Battery, 1st Battalion, 19th Field Artillery and Charlie Battery, 75th AG
- Emergency American Red Cross Call Center / Service to Armed Forces Volunteer (SAF), Ft. Sill-Lawton Oklahoma
- Member, Delta Sigma Theta Sorority, Inc. (High Desert Alumnae Chapter); Member, Order of the Eastern Stars; Member, Young Professionals of Lawton-Fort Sill, Oklahoma
- Types 70+ Words Per Minute (WPM)
- Experienced in data/word processing, professional greetings and answering multiple phone calls, scheduling
- *WorldNow*: Service provider for digital/online/web postings of video, pictures, text, ads, etc.
- Proficient in Adobe suite, including Photoshop, Premiere, Audition, Avid Pro etc.
- Proficient in Final Cut Pro, AP ENPS, iNews, LiveU
- Proficient with video and still cameras, including Nikons, Canon ELS Rebel, T3i, T5i, Canon XF100 HD, etc.

References / Recommendations from media professionals, a mayor, state officials, community leaders, military officials, managers and friends available upon request



APPOINTMENT OF AN EXECUTIVE DIRECTOR OF COMMUNICATIONS

RS-21-088

July 6, 2021

Background

2

- Executive Director of Communications vacancy
- Recruitment

Candidate Information

- ❑ The City Manager selected Janell J. Lewis Ford as the Executive Director of Communications
- ❑ Bachelor of Arts in Mass Communications from Winston-Salem State University and a Master's in Journalism and Public Affairs from American University.
- ❑ Twenty (20) years of experience in journalism, communications, and television news.
- ❑ Experience as a Public Affairs Officer for the United States Government at the National Training Center in Fort Irwin
- ❑ Experience with NBC, ABC, CBS, and Fox News

Candidate Information

4

- Appointed to work on committees and commissions for the United States Congressman and Mayor
- Worked closely with City Councils in several different states in her previous positions
- Mrs. Ford's parents both served in the military and were stationed at Fort Hood when Janell was a child

Alternatives

- ❑ To not approve the City Manager's appointment of Janell J. Lewis Ford as the City of Killeen's Executive Director of Communications
- ❑ To approve the City Manager's appointment of Janell J. Lewis Ford as the City of Killeen's Executive Director of Communications

Staff Recommendation

6

Staff recommends approving the City Manager's appointment of Janell J. Lewis Ford as the Executive Director of Communications.





City of Killeen

Legislation Details

File #: RS-21-089 **Version:** 1 **Name:** Police Service Dog Transfer
Type: Resolution **Status:** Resolutions
File created: 5/25/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution authorizing an agreement of transfer for Police Service Dog Jaxx.
Sponsors: Police Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Agreement](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021
TO: Kent Cagle, City Manager
FROM: Charles F. Kimble, Chief of Police
SUBJECT: Transfer of Police Service Dog

BACKGROUND AND FINDINGS:

Pursuant to Texas Government Code 614, Subchapter L, a political subdivision may enter into a contract with a person for the transfer of a law enforcement dog that has been determined by the head of a law enforcement agency to be suitable for transfer, after (1) consulting with the animal's veterinarian, handlers, and other caretakers; and (2) the animal is at the end of the animal's working life or subject to circumstances that justify making the animal available for transfer before the end of the animal's working life.

An animal determined to be suitable and eligible for transfer may be transferred only to a person who is capable of humanely caring for the animal and selected by the applicable head of a law enforcement agency. If more than one authorized transferee requests to receive the animal, the applicable head of a law enforcement agency shall determine which potential transferee would best serve the interest of the animal and the political subdivision.

Jaxx is a multi-purpose Police Service Dog (PSD) with the Killeen Police Department and has been partnered up with his handler, Officer Scott Gillman for many years. Officer Gillman was recently transferred to a patrol shift and by the nature of his new assignment, it is not feasible for him to have a K-9 partner. PSD Jaxx has approximately 18 months of service life remaining and due to the high cost of training and the time commitment required for the transition to a new handler, it would not be cost effective or reasonable to have PSD Jaxx transition to a new handler, to just be retired a few months later. We are requesting to retire PSD Jaxx and per his request, transfer the ownership to Officer Gillman.

THE ALTERNATIVES CONSIDERED:

To keep PSD Jaxx in service for the remainder of his service life and then allow transfer.

To transfer PSD Jaxx to Officer Gillman.

Which alternative is recommended? Why?

Staff recommends that the City Council allow the City Manager the authorization to execute the agreement of transfer to Officer Gillman.

CONFORMITY TO CITY POLICY:

This transfer conforms with the Texas Government Code as well as Article 3, Section 52I of the Texas Constitution, which allows for the transfer of a law enforcement animal in certain circumstances for no consideration.

FINANCIAL IMPACT:

In the agreement, the City will be responsible for any food or medical care for PSD Jaxx for the remainder of his life.

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

FY 2021 - \$500
FY 2022 - \$1,000
FY 2023 - \$1,000

Is this a one-time or recurring expenditure?

Recurring expenditure

Is this expenditure budgeted?

Yes, funds are available in accounts 010-6035-441-41-95, Animal Supplies and 010-6035-441-47-04, Veterinary Services.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or his designee to execute the Agreement to Transfer the Police Service Dog Jaxx to his longtime partner, Officer Scott Gillman

DEPARTMENTAL CLEARANCES:

City Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

Agreement

AGREEMENT FOR TRANSFER OF OWNERSHIP OF CANINE

THIS AGREEMENT made and entered into on this _____ day of July, 2021, by and between the City of Killeen, a municipal corporation, under the laws of the State of Texas, hereinafter referred to as the "City", and Scott Gillman.

WHEREAS, the Killeen Police Department has one police service dog (PSD) known as Officer "Jaxx", and

WHEREAS the City desires to retire the PSD Jaxx from active service with the Killeen Police Department K-9 Unit; and

WHEREAS, Peace Officer, Scott Gillman, was a member of the Killeen Police Department and was assigned to the K-9 Unit as a K-9 Handler. Scott Gillman in conjunction with his assignment as a K-9 Handler, was given care, custody, and control of the police service dog, "Jaxx", which included training and providing medical care on and off duty and while at work and at home. PSD Jaxx has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by Officer Scott Gillman.; and

WHEREAS, Scott Gillman desires and has requested that the Killeen Police Department transfer ownership and complete responsibility for said retired PSD Jaxx's care, food, veterinary attention, lodging, maintenance, and supervision. At the end of Jaxx's service life, the Police Chief approved the City's continued support of proper food, supplies, and medical care from a designated veterinarian, or when necessary, emergency veterinarian services through the police department's K-9 Unit purchasing process; and

WHEREAS, in recognition of PSD Jaxx's years of service to the City, should euthanasia become necessary due to the dog's deteriorating condition, the City shall reimburse normal and necessary costs for such euthanasia through the police department's K-9 Unit process. The decision to euthanize dog is the responsibility of Scott Gillman; and

WHEREAS, the City and Scott Gillman agree that it is in the best interest of the parties and PSD Jaxx that this agreement shall be made, which provides for the transfer of PSD Jaxx's ownership, the responsibility of care, and supervision from the City of Killeen to Scott Gillman.

NOW, THEREFORE, it is the City of Killeen's intention to transfer sole ownership, custody, and responsibility of PSD Jaxx to Scott Gillman, on _____, 2021. Scott Gillman will accept sole ownership of PSD Jaxx, and the parties do mutually agree subject to the conditions specified in this agreement as follows:

1. The City agrees to assign, convey and transfer all rights, title and interest in the dog known as PSD Jaxx to Scott Gillman.

2. **Acknowledgment of Training and Release of Liability.** In accepting transfer from the City of the police service dog known as Jaxx, Scott Gillman recognizes that said animal has received training in police procedures and tactics and by acceptance of this animal, Scott Gillman, for and in consideration of the transfer to her of PSD Jaxx, agrees to hold harmless the City of Killeen, the Killeen Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training.

Scott Gillman further agrees to waive any and all claims of liability insofar as the City of Killeen, the Killeen Police Department, its officers, employees and agents are concerned that might arise as a result of her use and/or possession of said animal.

It is further understood by Scott Gillman that, in consideration of this transfer, the City makes no representations concerning the health of the animal, which is transferred "as is" and Scott Gillman assumes all responsibility and obligation for the condition, care and acts of said animal.

3. **Indemnification.** Scott Gillman agrees to assume any and all risks from the date first written above and Scott Gillman further agrees to release, indemnify and promises to defend and hold harmless the City, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the City against liability for any activities of said canine prior to said transfer date.
4. **Governmental Immunity.** The City does not waive government immunity by entering into this Contract and specifically retains immunity and all defenses available to them as sovereigns pursuant to Texas state law and any other laws.
5. **Applicable law/venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Texas. The Courts of the State of Texas shall have jurisdiction over this Contract and the parties, and the venue shall be in Bell County, Texas.
6. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 13 day of July, 2021

CITY OF KILLEEN

SCOTT GILLMAN

By: _____
Kent Cagle
City Manager

By: _____
Scott Gillman

Attest:

By: _____
Lucy C. Aldrich
City Secretary



TRANSFER OF POLICE SERVICE DOG

RS-21-089

July 6, 2021

Background and Findings

2

- K-9 Handler Scott Gillman was recently transferred to a different shift as a Patrol Officer. It is no longer feasible for him to remain as a K-9 handler.

Background and Findings

3

- Police Service Dog (PSD) Jaxx has approximately 18 months of service life left. Due to the high cost in training and the time commitment required, it would not be practical or cost effective to train a new handler and for them to go through the transition process, just to retire PSD Jaxx a few months later.

Background and Findings

- Texas Government Code 614, Subchapter L allows the City to enter into a contract with a person to transfer a Police Service Dog that has been determined by the Chief of Police to be suitable for transfer.

Request to Transfer Jaxx to Officer Gillman

5

- Officer Gillman requested that Jaxx be transferred to him.
- As required by law, City Legal has prepared an agreement for transfer document to allow for the transfer of ownership.

Fiscal Impact

- ❑ Per the Killeen Police Department policies, the Department shall be responsible for the food and medical care of Jaxx for the remainder of his life.
- ❑ These funds are allocated in the FY 21 budget and there is no additional fiscal impact for this transfer. Enough funds will be allocated in future budgets to cover this expected expense.

Alternatives

7

- To keep PSD Jaxx in service for the remainder of his service life and then allow transfer.
- To enter into an agreement to transfer ownership of PSD Jaxx to Officer Gillman.

Recommendation

8

- Staff recommends that the City Council authorize Mr. Cagle, the authorization to sign the authorization of transfer ownership to PSD Jaxx to Officer Gillman



City of Killeen

Legislation Details

File #: RS-21-090 **Version:** 1 **Name:** Police Department Body Worn Cameras
Type: Resolution **Status:** Resolutions
File created: 6/16/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution authorizing the purchase of body worn cameras under a five-year replacement and service plan, in an amount not to exceed \$348,650, from COBAN Technologies, Inc.
Sponsors: Police Department, Purchasing, Finance Department, City Attorney Department
Indexes: Body Worn Cameras, Police
Code sections:
Attachments: [Staff Report](#)
[Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Charles F. Kimble, Chief of Police

SUBJECT: Five-year replacement and service plan for 190 body worn cameras

BACKGROUND AND FINDINGS:

The police department utilizes COBAN technologies, Inc. in-car video systems, body worn camera systems and interview rooms. The department currently has 271 total body worn cameras in use. Our original 190 body worn cameras were purchased in 2018 with state and federal grant funds. One of the stipulations of the grant was that the program must be supported for three years. In October 2021, we will have fulfilled that obligation.

Those original cameras are now at the end of their life cycle and must be replaced. We are experiencing issues with battery life longevity and expenditures to repair our existing body worn cameras. We are recommending replacement of the 190 originally purchased body worn cameras through the five-year replacement and repurchasing plan offered by COBAN Technologies, Inc. The plan will give us 190 new cameras with licensing and maintenance for five years. It will further provide replacement cameras at two and four years.

Both COBAN Technologies, Inc. and the City of Killeen are members of the Houston-Galveston Area Council (HGAC) purchasing cooperative. The cameras will be purchased on contract HGAC EF04-21.

THE ALTERNATIVES CONSIDERED:

1. Continue the Body Worn Camera program with existing cameras and delay purchases until Fiscal Year 21-22.
2. Discontinue or scale down the program after October 2021.
3. Authorize the purchase as proposed.

CONFORMITY TO CITY POLICY:

This purchase conforms to City Policy and applicable laws. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code section 271.102, subchapter F; local governments that purchase goods or services under this subchapter satisfy any state law requiring the local government to seek competitive bids for the purchase of the goods and services.

FINANCIAL IMPACT:

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

The amount of the expenditure in FY 2021 would be \$348,650. This includes licensing, warranties, and two camera replacements during the five-year contract period.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in account number 010-6050-441.46-40.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Manager or his designee be authorized to execute the described purchase of new body worn cameras, under the five-year service plan by COBAN Technologies, Inc., through the HGAC purchasing cooperative, in an amount not to exceed \$348,650.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties



COBAN Technologies, Inc.
 SF Mobile-Vision, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, Texas 77031-2348
 United States

Ship To
 Candice Reyes
 Killeen Police Department (Killeen, TX)
 3304 Community blvd
 Killeen, Texas 76542
 United States
 254-501-6560
 creyes@killeentexas.gov

Quote: Q-16453-1
 Date: 3/8/2021, 8:27 PM
 Expires On: 7/9/2021

Phone: (281) 925-0488
 Fax: (281) 925-0535
 Email: SFLE-Sales@safefleet.net

Bill To
 Killeen Police Department (Killeen, TX)
 3304 Community blvd
 Killeen, Texas 76542
 United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Samantha Smith	x	sam.smith@safefleet.net		Net 30

Focus X1 Body Camera

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0089522	FOCUS-01-00	FOCUS X1 BODY WORN CAMERA PACKAGE Includes: • FOCUS X1 Body Worn Camera • Single Office Dock & Power Supply • USB Cable • Magnetic Uniform Mount	USD 450.00	190	USD 85,500.00
QL-0089523	WARR-X1-TSP5	BODY WORN CAMERA 5-YEAR TECHNOLOGY SERVICE PLAN Includes: • 5-year Software Right To Use license, Maintenance, and Technical Support • 5-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 and 48 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 1,270.00	190	USD 241,300.00
QL-0089525	LFEE-054	SHIPPING - Body Worn Camera / Office, Vehicle, or Partner Dock for BWC / Misc. equipment	USD 15.00	190	USD 2,850.00
Focus X1 Body Camera TOTAL:					USD 329,650.00

24/7 Support ANNUAL RENEWAL REQUIRED

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0089628	WMAIN-103	COBAN MISSION CRITICAL 24/7 SUPPORT • Per Active Device, Per Year	USD 100.00	190	USD 19,000.00
24/7 Support TOTAL:					USD 19,000.00

TOTAL: USD 348,650.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal and will be included in the invoice. Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or re-sellers' certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Killeen Police Department (Killeen, TX)

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Dated:

Dated:



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EF04-21

Date Prepared: 5/10/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Killeen Police Department	Contractor:	COBAN Technologies, Inc
Contact Person:	Candice Reyes	Prepared By:	Q-16453 - Samantha Smith
Phone:	254-501-6560	Phone:	281-389-4894
Fax:		Fax:	
Email:	creyes@killeentexas.gov	Email:	pmo@cobantech.com

Catalog / Price Sheet Name:	
General Description of Product:	Digital Video Recording Solution

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
190	FOCUS-01-00 / FOCUS X1 BODY WORN CAMERA	450	85500
190	WARR-X1-TSP5 / BODY WORN CAMERA 5-YR TECH SERVICE PLAN	1270	241300
190	LFEE-054 / SHIPPING	15	2850
190	WMAIN-103 / COBAN MISSION CRITICAL 24/7 SUPPORT	100	19000
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			348650

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:		0

Delivery Date:	D. Total Purchase Price (A+B+C):	348650
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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.

Certificate Number:
 2021-766155

COBAN Technologies, Inc.
 Houston, TX United States

Date Filed:
 06/14/2021

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

Killeen Police Department

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-16453
 Law Enforcement Body Worn Camera Solution

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is J. Mark Griffin, and my date of birth is January 05, 1961.

My address is 11375 W. Sam Houston Pkwy. S. #800, Houston, TX, 77031, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 14 day of June, 20 21.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)



BODY WORN CAMERA FIVE-YEAR REPLACEMENT AND SERVICE PLAN

RS-21-090

July 6, 2021

Police Body Worn Cameras

2

- ❑ The department utilizes COBAN Technologies, Inc. in-car video systems, body worn camera systems and interview rooms.
- ❑ The department currently has 271 body worn cameras for use. Of those 271 cameras, 190 were originally purchased in 2018 with state and federal grant funding. The original 190 body worn cameras are at the end of their life cycle and must be replaced.
- ❑ One of the stipulations of the grant was that the program must be supported for three years. In October 2021, we will have fulfilled that obligation.

Police Body Worn Cameras

3

- The department plans to purchase a five-year replacement and repurchasing plan offered by COBAN Technologies, Inc.
- The plan will give us 190 new cameras with licensing and maintenance for five years. It will provide replacement cameras at two and four years.

Funding

4

- Cost of the five-year plan is \$348,650.
- The Police Department has budgeted funds available for this expense.

Alternatives

5

- ❑ Continue the body worn camera program with existing cameras.
- ❑ Discontinue or scale down the program after October 2021.
- ❑ Authorize purchase as proposed.

Recommendation

- Staff recommends that the City Manager or his designee be authorized to execute the described purchase of new body worn cameras, under the five-year service plan by COBAN Technologies, Inc., through the HGAC purchasing cooperative, in an amount not to exceed \$348,650.



City of Killeen

Legislation Details

File #: RS-21-091 **Version:** 1 **Name:** Lockton Benefits Consultant
Type: Resolution **Status:** Resolutions
File created: 6/9/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution approving the renewal of a professional services contract with Lockton Dunning Benefits for self-funding consulting services in an amount not to exceed \$95,000.
Sponsors: Human Resources Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Eva Bark, Executive Director of Human Resources

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LOCKTON DUNNING BENEFITS FOR SELF-FUNDING CONSULTING SERVICES

BACKGROUND AND FINDINGS:

Last year, staff utilized the Request for Qualification (RFQ) process to select a qualified, innovated consultant to provide effective services in transitioning to a self-insured employee health insurance platform. The City of Killeen accepted a contract with Lockton Dunning Benefits. The contract is effective August 1, 2020 for fourteen (14) months.

This year, as we transition into self-insured healthcare, staff is requesting approval to extend the contract with Lockton Dunning Benefits for FY 2022 since Lockton has been a great partner in assisting with the transition to self-insured.

In spring of FY 2022, after this transition year, staff will issue a Request for Qualifications again to identify and select a qualified benefits consultant.

THE ALTERNATIVES CONSIDERED:

Alternatives considered: (1) to not approve renewal with Lockton Dunning Benefits for consulting services and transition to self-insured healthcare; (2) approve renewal with Lockton Dunning Benefits for consulting services and transition to self-insured healthcare for the City of Killeen.

Which alternative is recommended? Why?

Staff recommends alternative two (2) because Lockton Dunning Benefits has been a great partner in assisting with the transition to self-insured healthcare.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

Funding for these services (\$95,000) are available in account 010-2305-418.47-01 upon Council approval of the FY 2022 Budget.

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

\$95,000 for FY 2022

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

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

Yes, upon approval of the FY 2022 Budget.

RECOMMENDATION:

It is recommended that City Council approve renewal of a professional services contract with Lockton Dunning Benefits as the provider for employee healthcare consultant services, effective October 1, 2021, with total expenses not to exceed \$95,000 and authorize the City Manager or designee to execute any and all change orders in accordance with state and local law.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Contract

Certificate of Interested Parties



CLIENT SERVICES AGREEMENT

CITY OF KILLEEN

AND

LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC

This Client Services Agreement (hereinafter referred to as the “Agreement”) made and entered into effective as of August 1, 2020 (the “Effective Date”), by and between **CITY OF KILLEEN** having offices at 101 North College Street, Killeen, Texas 76540 (hereinafter referred to as “Client”) and **LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC**, having offices at 15727 Anthem Parkway, Suite 508, San Antonio, Texas 78249 (hereinafter referred to as “Lockton”).

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. Service Period

This Agreement will be in effect from the Effective Date above for a period of fourteen (14) months (the “Initial Term”). Thereafter, this Agreement shall automatically renew for annual periods (each a “Successive Term”) unless either party gives written notice to the other party 60 days in advance of the anniversary of the Effective Date indicating its intent to not renew for additional annual periods, or otherwise terminates in accordance with Article IV.

II. Service Compensation

- A. During the Initial Term and each Successive Term, services provided by Lockton as set forth in Addendum A will be performed for compensation in the amount of ninety-five thousand dollars (\$95,000.00) (the "Fee"). Lockton shall issue invoices to Client on a monthly basis reflecting the monthly prorated Fee amount. Payment of all invoices submitted under this Agreement will be made within forty-five (45) days.
- B. Client acknowledges that commissions may be paid by insurance companies, other intermediaries, or third parties ("Commissions") for the placement and/or renewal of insurance products by Lockton as set forth in Addendum B to this Agreement. Client consents and agrees to Lockton's ability to receive Commissions under all circumstances.
- C. In addition, services attributable to the placement of voluntary insurance products provided by Lockton as set forth in Addendum B will be performed for compensation to be capped at thirty-five thousand dollars (\$35,000.00) ("VB Cap"). Client acknowledges that this compensation may be received in the form of base commissions and/or overrides paid by insurance companies. These voluntary commissions and overrides shall not offset against the Fee, nor shall overrides accrue towards the VB Cap. Conversely, any commissions attributable to voluntary products received above the VB Cap may be applied to additional Lockton services, as directed by Client and as permitted by applicable law. The funds may also be used for third-party services, as mutually agreed upon and as permitted by applicable law. Such unused voluntary commissions may roll-over from year to year so long as Client remains a client of Lockton. At no time shall the voluntary commissions vest but shall remain the property of Lockton.
- D. Client further acknowledges that Lockton may receive certain incentive compensation including contingency payments, overrides, and bonuses as a result of being Client's insurance consultant (collectively, "Additional Compensation"). Client consents and agrees to Lockton's ability to receive such Additional Compensation under all circumstances.

- E. Client further acknowledges that Lockton may receive fees, commissions, or other forms of compensation that have no impact to rates as filed with a particular state (collectively, "Vendor Management Fees") for the performance of certain core and/or optional services listed in Addendum A. Client consents and agrees to Lockton's ability to receive such Vendor Management Fees under all circumstances.

III. Services

- A. It is hereby understood and agreed that in consideration of the compensation set forth above that Lockton will provide services which are outlined in Addenda A and B (and any subsequent addendum as agreed to by both parties), which is attached to and made part of this Agreement ("Scope of Services").
- B. It is further agreed that other services that are outside the foregoing Scope of Services, and compensation for such services, may be undertaken by mutual written agreement by the parties.
- C. When, in Lockton's professional judgment, it is necessary or appropriate, Lockton may utilize the services of other intermediaries or other appropriate outside vendors to assist in the servicing of Client's insurance programs. However, this may only be done after consultation with and prior approval by Client.

IV. Termination of Services

Client or Lockton may terminate this Agreement at any time with 60 days written notice to the other party. Should Client terminate Lockton or designate an entity or individual other than Lockton as its agent of record at any time subsequent to the date of this Agreement, Lockton shall immediately cease providing services under this Agreement and will assist in the transition to a new broker/consultant. In such event, Lockton shall bill Client for the Fee relating to Services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of this Agreement. Moreover, Lockton shall be entitled to receive all Commission and Additional Compensation income earned up to the effective date of termination.

V. Additional Obligations

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- B. Lockton acknowledges that the nature of its relationship with Client is one in which Client shall entrust Lockton as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Lockton shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary.

VI. General Conditions

- A. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party.
- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. To the extent permitted by law, Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this Agreement or (ii) any willful or negligent conduct of the other party.
- D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.

E. This Agreement shall be governed for all purposes by the laws of the state of Texas.

In witness whereof, the parties hereto have executed the Agreement as of the day and year first written above.

LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC

BY:  _____ DATE: 06/05/2020

CITY OF KILLEEN

E.B.

BY:  _____ DATE: 7/8/2020

ADDENDUM A SCOPE OF SERVICES

Services	Frequency	Included
Client Onboarding		
❖ Data collection	At Engagement	X
❖ Develop client-specific service calendar		
Strategic Planning		
❖ Establish short and long-term goals and targets for benefit plans and their role in client's total compensation program	Annually	X
❖ Develop benefit philosophies specific to client	As Necessary	X
❖ Review workforce needs and trends to develop a benefits program that supports client's overall business objectives	Annually	X
❖ Compare client's current benefits program to national and peer group benchmarks	Annually	X
❖ Conduct situational analysis and identify opportunities to: <ul style="list-style-type: none"> ➢ Contain and/or reduce current cost trends ➢ Optimize vendor and network performance ➢ Improve the health and productivity of workforce ➢ Increase provider quality and improve clinical outcomes ➢ Determine those benefit programs that are necessary to recruit and retain talent ➢ Create an equitable employee/employer cost sharing structure ➢ Optimize member utilization of healthcare ➢ Identify operational/administrative inefficiencies and gaps to best practices ➢ Enhance employee appreciation and satisfaction of benefit programs 	Annually	X
❖ Conduct meetings to solicit key stakeholder feedback	Annually	X
Health Reform Advisory Practice		
❖ Provide information, advice and assistance with analysis and implementation of health reform legislation requirements	Ongoing	X
❖ Advise clients on the integration of health reform requirements with their overall compensation and benefits strategies	Ongoing	X
❖ Deliver options and recommendations tailored to each client's circumstance	Ongoing	X
❖ Plan valuations, impact studies, plan modeling and pricing strategies	Ongoing	X
❖ Model potential financial impact due to healthcare reform	Ongoing	X
❖ Evaluate feasibility of open market exchanges	Ongoing	X
❖ Develop strategies and resources for required employee communications	Ongoing	X
Program Design		
❖ Review current and alternative health and welfare delivery models and funding methodology	Annually	X
❖ Develop recommended plan design alternatives <ul style="list-style-type: none"> ➢ Review and recommend changes to detailed coverage provisions 	Annually	X
❖ Contribution modeling for employees & employer	Annually	X

❖ Develop budgets and economic impact measurements of proposed changes	Annually	X
❖ Assess the impact of proposed designs on employee satisfaction <ul style="list-style-type: none"> ➤ Conduct employee surveys and focus groups 	As Necessary	X
❖ Meet with client's senior executives, key stakeholders and the HR/Benefits team to discuss recommendations and implementation strategy decisions	Annually	X
❖ Lockton Interactive Financial Tool (LIFT) <ul style="list-style-type: none"> ➤ Interactive Plan Design Modeling tool 	Annually	When self-insured

Implementation Process

❖ Conduct vendor site visits	As Necessary	X
❖ Manage implementation process: <ul style="list-style-type: none"> ➤ Review and negotiate final agreements and contracts to ensure they conform to bid specifications ➤ Review all vendor provided employee communications, SPDs, benefit booklets and required documents ➤ Coordinate the administrative set-up between client and vendors for reporting, billing, banking and data transfers ➤ Assist with the completion and review of all required applications and other documents as needed to place coverage ➤ Manage a post implementation debriefing with client and vendors to discuss performance and needed areas for improvement 	Annually	X
❖ Participate with client's legal counsel to negotiate contracts	As Necessary	X

Benchmarking

❖ Dynamic and proven methodology for assessing, reporting, and improving employer benefit programs through benchmarking	Annually	X
❖ Facilitate the selection of the most relevant survey tools including: <ul style="list-style-type: none"> ➤ Lockton's Book of Business Medical plan design, contribution, and costs survey ➤ Publicly available surveys with Public/Private and Industry cuts ➤ Cost sharing InfoLock Norms ➤ Benefit Point survey ➤ Industry Group surveys <i>Includes Medical, RX, Dental, Vision, Life/AD&D and Disability</i>	Annually	X
❖ Analyze health plan historical cost trend analysis vs. peer and national benchmarks	Annually	X

Financial Management and Reporting

❖ Financial reporting package: <ul style="list-style-type: none"> ➤ Month by month paid claims segregated by line of coverage ➤ Month by month enrollment ➤ Actual plan expenses compared to budget ➤ High claimant activity report including plan option elected, relation, diagnosis, paid claims amount, increase in most recent month, and amount over specific ➤ Aggregate stop loss analysis including paid loss ratio and aggregate loss ratio 	Monthly	When self-insured (quarterly or as needed otherwise)
❖ Develop Executive Dashboard of key plan metrics	Annually	X

Actuarial Services

❖ Develop emerging and projected budgets based on historical paid claims and current market trends	Semi-Annually	When self-insured
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❖ Funding Rate Development	Annually	When self-insured
❖ COBRA rate development and rate change notification to vendors	Annually	X
❖ IBNR calculations and auditor interface	Quarterly	When self-insured
❖ Plan design change valuation	Annually	When self-insured
❖ Stop loss/high claimant probability modeling	Annually	When self-insured
❖ Enrollment migration modeling	Annually	X
❖ Employee out-of-pocket analysis by plan options	Annually	X
❖ Medicare Part D Credible Coverage Determination by plan	Annually	X
❖ Medicare Part D Actuarial Attestation	If Necessary	X
❖ Post Enrollment Analysis	Annually	X
❖ Budget variance analysis	As Necessary	X
❖ Health Reimbursement Account (HRA) liability evaluation	As Necessary	X

Data Warehousing-InfoLock®

❖ Highly technical centralized data warehouse tool that provides decision support for self-funded employers:		
<ul style="list-style-type: none"> ➢ Standardized quarterly medical and RX claim inputs from over 30 selected vendors ➢ Database includes 300+ employers and 1.5M lives (4M for Normative data) ➢ InfoLock® dedicated Lockton management, reporting, and clinical staff 	Quarterly	X
❖ Combines technology with consulting expertise to monitor, report, control costs, and design benefit programs and initiatives		
<ul style="list-style-type: none"> ➢ Standard and custom outputs, including: <ul style="list-style-type: none"> ❖ Comprehensive Utilization reports ❖ Health/risk status ❖ Preventive Care Compliance ❖ Chronic Gaps in care for members with chronic conditions ❖ Customized performance indicators 	Annually	X

Clinical and Health Risk Solutions Services

❖ Medical Director and staff to support client with the management of their benefit program:		
<ul style="list-style-type: none"> ➢ Clinical interpretation of utilization data ➢ Industry best-practices for coverage determinations ➢ Utilization management provider performance review ➢ High cost claimant review and treatment protocol ➢ Recommend interventions to contain/reduce cost ➢ ERISA appeals support ➢ On-site clinic feasibility analysis 	Ongoing	X

❖ Local dedicated Health Risk Solutions specialist focused on improving the health of our client's workforce:		
> Population health risk assessment		
> Identify proper risk measurement and ROI assessment		
> Establish the realities around financial ROI		
> Determine financial return in conjunction with wellness budget needs		
> Develop multi-year risk-specific wellness programs	Ongoing	X
> Vendor assessment (this is the investigation of new wellness vendors that market to our clients)		
> Evaluate opportunities for wellness intervention programs		
❖ Wellness vendor RFP development, review and selection process		
❖ Vendor implementation oversight		
❖ Vendor management		

Compliance Services

❖ Inventory of compliance-related documents	At Engagement	X
❖ Research legislative/regulatory issues	As Necessary	X
❖ Periodic topical webcasts and seminars	Ongoing	X
❖ Compliance alerts, newsletters and employee guides	Ongoing	X
❖ Provide updates on trends and developments for Health & Welfare legislative guidance and changes	Ongoing	X
❖ Prepare and provide Form 5500 in a signature-ready format	Annually	X
❖ Review proposed updates to contracts, SPDs and benefit summaries for accurate terms, plan requirements and plan design	As Requested	X
❖ Compliance training in areas of COBRA, Medicare, etc.	As Requested	X
❖ HIPAA compliance toolkit including HIPAA training	As Needed	X

Technology Solutions

❖ Compliance Reference Library	Ongoing	X
❖ Partner Portal	Ongoing	X

Communication Services

❖ Develop Communication strategy	Annually	X
❖ Coordinate distribution/printing of all communication materials	Ongoing	X
❖ Draft Employee Benefits Communications:		
> Employee Benefit Guide or Benefit Highlights Brochure		
> PowerPoint presentation for employee meetings		
> Vendor Contact Card		
> Annual Enrollment Postcard	Annually	X
> Annual Enrollment Posters		
> Home Mailers		
> Employee Recruiting Guide		
> Conduct "train the trainer" for employee benefit plan meetings	As Necessary	X
> Distribute health awareness and consumerism communication newsletter	Monthly	X

Ongoing Service & Vendor Management

❖ Manage vendor participation in annual enrollment process	Annually	X
❖ Facilitate service meetings with vendors to address issues/problems and measure results against performance standards	Quarterly	X
❖ Provide daily assistance in resolving vendor service issues: <ul style="list-style-type: none"> ➢ Claims ➢ Billing ➢ Eligibility ➢ Coverage appeals 	Ongoing	X
❖ Meet with client to discuss/review plan performance and open items	Ongoing	X
❖ Monitor and facilitate vendor performance scorecard	Semi-Annually	X
❖ Coordinate benefit changes and plan details with benefits outsourcing partner and communication resource(s): <ul style="list-style-type: none"> ➢ Plan design changes ➢ Employee contributions and COBRA rates ➢ Vendor rates of premium equivalent rates ➢ Vendor contact information ➢ Facilitate meetings/conference calls between vendors, outsourcing partner and communications team 	Annually	X
❖ Prepare and deliver stewardship report	Annually	X

Stop Loss Management

❖ Renewal, Marketing and Placement <ul style="list-style-type: none"> ❖ Conduct preliminary risk review to determine market strategy ❖ Collect and analyze market results ❖ Consult with clinical resource regarding ongoing claimants ❖ Conduct policy to policy review 	Annually	When self-insured
❖ Implementation <ul style="list-style-type: none"> ❖ Ensure completion of underwriting requirements ❖ Oversee completion and review of policy application as well as executed contract ❖ Conduct client plan document versus stop loss policy review ❖ Establish reporting between stop loss carrier and ASO vendor as needed 	Annually	When self-insured
❖ Ongoing Management <ul style="list-style-type: none"> ❖ Track claims identified during marketing/placement process ❖ Conduct monthly monitoring of stop loss reporting for cost-savings opportunities ❖ Identify potential excess claims ❖ Ensure timely claim reimbursement ❖ Report monthly status to Client Service Team ❖ Provide year end reconciliation of excess claims 	Ongoing	When self-insured

Absence Management

❖ Within Scope of Services:

- Centralized Procurement
 - DOL/EEOC Compliance Profile
 - Life/DI/Leave Design Benchmarking
 - Administration Opportunity Assessment
- Ongoing and As Necessary X
-

❖ Optional Services

- Leave Policies & Program Evaluation
 - Technology & Reporting Alignment
 - Impactable Cost Baseline
 - DOL/EEOC Mitigation Strategy Solutions
 - Return to Work / Stay-at-Work Programs
 - ADA/ADAAA Interactive Process
 - Absence Program Operating Model Design
 - Retrospective Claim Audits
 - SaaS-based Technology Selection
 - Future State Visioning / Strategic Roadmap
 - Custom Benchmarking
- Optional
-

ADDENDUM B SCOPE OF SERVICES

Services	Frequency	Included
Renewal, Marketing and Vendor Selection		
<ul style="list-style-type: none"> ❖ Request and coordinate renewal activities with all vendors: <ul style="list-style-type: none"> ❖ Medical ❖ Prescription Drug ❖ Dental ❖ Vision ❖ Life and AD&D ❖ Absence and Disability ❖ Other Ancillary Lines (as applicable) 	Annually	X
<ul style="list-style-type: none"> ❖ Quantify financial impact of renewal and negotiate any variance between renewal and client's budget projections 	Annually	X
<ul style="list-style-type: none"> ❖ Market benefit programs to mutually agreed upon vendors: <ul style="list-style-type: none"> ➢ Develop Request for Proposal (RFP) with request bid specifications ➢ Coordinate RFP release to market ➢ Respond to carrier questions and data requests ➢ Negotiate best and final offers 	As Necessary	X
<ul style="list-style-type: none"> ❖ Prepare and present a detailed marketing and renewal report which would include: <ul style="list-style-type: none"> ➢ Total and itemized cost results ➢ Rate guarantees ➢ Network discount analysis ➢ Provider disruption analysis ➢ Service capabilities ➢ Performance guarantees ➢ Benefit designs and variances ➢ Carrier financial ratings ➢ Develop vendor marketing results scorecard ➢ Executive Summary of final decisions, including marginal cost analysis associated with program changes and/or price changes 	Annually	X
<ul style="list-style-type: none"> ❖ Negotiate client: <ul style="list-style-type: none"> ➢ Rate Guarantees ➢ Performance Guarantees ➢ Implementation Allowance 	Annually	X
Connected Benefits Solutions (Voluntary Benefits)		
<ul style="list-style-type: none"> ❖ Evaluation and recommendation of Voluntary Benefits <ul style="list-style-type: none"> ➢ Needs assessment ➢ Carrier marketing ➢ Plan comparison and pricing evaluation ➢ Carrier and plan recommendation ➢ Plans include, but are not limited to; accident, critical illness, hospital indemnity, individual short-term disability, permanent or whole life insurance, prepaid legal, identity theft protection, home and auto, pet, advance pay, discount programs, employee purchasing or perks programs 	At Engagement	X

❖ Assess enrollment methodology and compatibility with selected product mix and carriers – this includes, but is not limited to, both traditional and online enrollment as well as deployment of a communication or enrollment vendor	Ongoing	X
❖ Negotiate technology, enrollment and/or implementation credit(s)	As Needed	X
❖ Provide project management services for the implementation of voluntary benefits, in conjunction with an existing or new benefits enrollment solution	Ongoing	X
❖ Evaluate, recommend and oversee execution of employee communication campaign for voluntary benefits including but not limited to; print communication, digital communication, online enrollment platform communication, interactive videos, internet or intranet landing pages, counselor or benefit educator scripting	Ongoing	X
❖ Provide a post-enrollment analysis	Annually	X
❖ Support ongoing billing and account service; serve as an intermediary between client and carrier or vendor	Ongoing	X
❖ Conduct annual plan reviews	Annually	X
❖ Provide industry updates and benchmarking	As Needed	X
❖ Continually evaluate current product set and provide recommendations for enhancements	Ongoing	X

Optional Services*

- ❖ M&A Due Diligence
 - Review cost and benefits of client's current programs compared to programs of target company
 - Determine needs assessment to integrate programs
 - Manage integration of benefits programs if target is acquired
- ❖ Collective Bargaining Valuations
- ❖ Compliance audit
- ❖ Lockton Survey
- ❖ Additional Communications Services:
 - Annual Enrollment Videos
 - Employee Benefit Statements
 - Employee Recruiting Guide
 - Custom Benefit Guide
 - Employee Handbook updates
 - Bilingual communication translations
 - Conduct annual enrollment presentations and/or webinars
 - "Benefit Bytes" – Smartphone friendly communication materials
 - Develop social networking campaigns through twitter, Facebook, etc.
- ❖ Employee Advocacy Call Center
- ❖ Outsourcing vendor selection and implementation
- ❖ Executive Benefits consulting
- ❖ Compensation consulting services
- ❖ Retirement consulting services
- ❖ International Benefits consulting services
- ❖ Property and Casualty/Risk Management
- ❖ Strategic Communication consulting services
 - Corporate communication
 - Media relations, employee communication and community relations
 - Digital media strategic communication
 - Assessment, strategy development and plan implementation
 - Issues management
 - Strategy development, document creation and plan implementation
 - Crisis communication consulting
 - Plan, development, training and execution
- ❖ Human Capital Advisory and Consulting
- ❖ HR Outsourcing
 - Augment client HR teams
 - Assist clients in four key areas:
 - Benefits Administration
 - Retirement Plan Administration
 - Compensations Consulting and Outsourcing
 - Absence Management Administration

*May require additional charges

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:
 2021-766256

Date Filed:
 06/14/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Lockton-Dunning Series of Lockton Companies, LLC
 Dallas, 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.
 RFQ 20-13
 Self-Funding Benefits Consultant Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



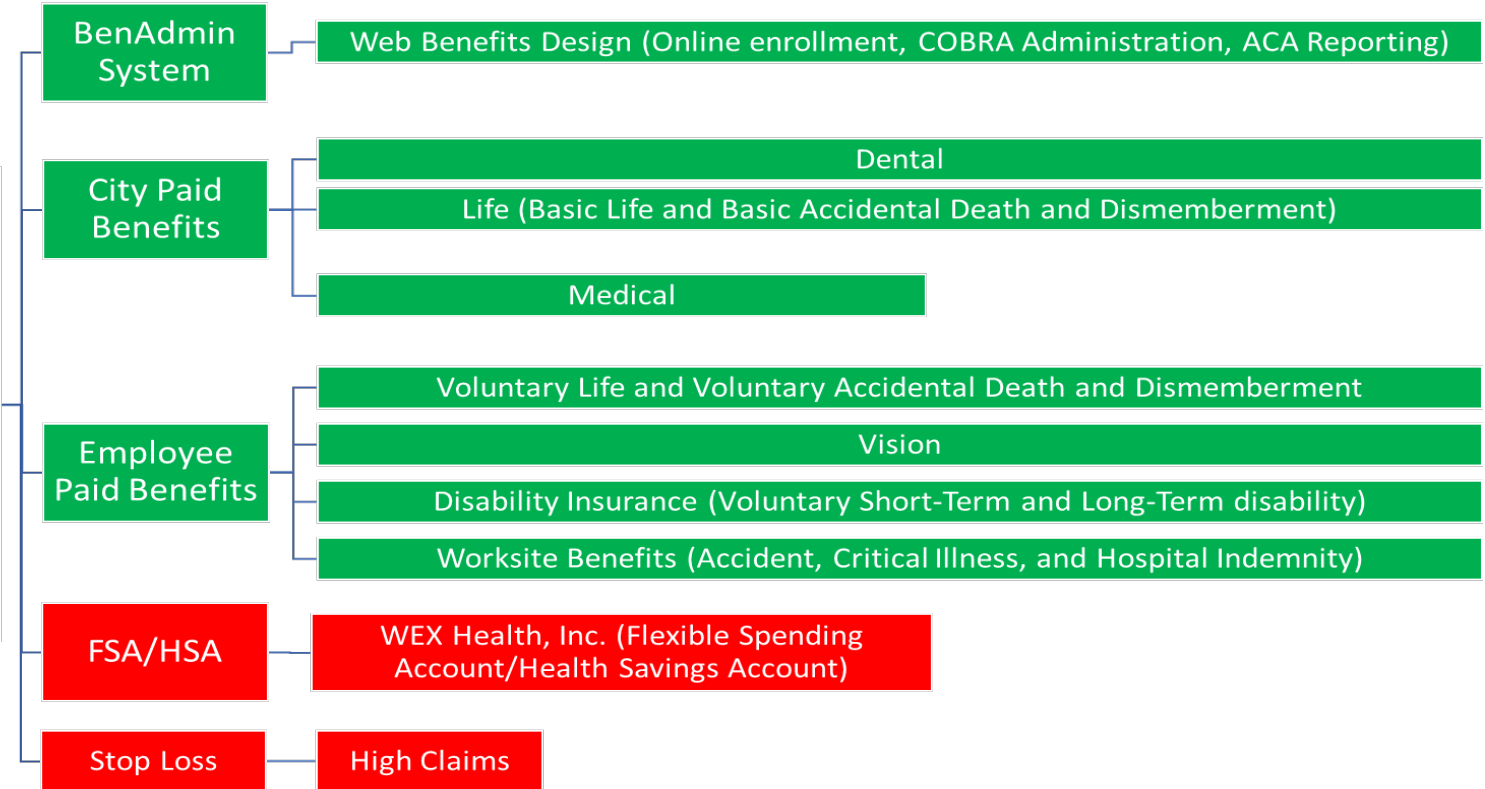
RENEWAL OF LOCKTON DUNNING BENEFITS CONTRACT

RS-21-091

July 6, 2021

City of Killeen Benefits

Consultant
(Lockton Dunning Transition to Self-Funding)



Background

- In 2020, staff utilized the Request for Qualifications (RFQ) process to select a qualified self-insured benefits consultant
- The City accepted a contract with Lockton Dunning Benefits
- The contract was effective August 1, 2020, for fourteen (14) months

Lockton Dunning

4

- Meets weekly with staff
- Provides staff with legal guidance, webinars, and articles
- Provides staff with employee education and wellness programming
- Conducts employee surveys and prepares presentations
- Studies and interprets claim data and actuary information with staff
- Assists with implementation and open enrollment

Lockton Dunning (continue)

5

- Reviews, negotiates, and recommends request for proposals
 - ▣ Dental and the ancillary products produced an estimated annual savings of \$204,257 for the City and employees and healthcare with only a slight increase in cost
- Staff recommends the City continues to utilize Lockton as the City transitions to self-insured
- Staff will process a Request for Qualifications in FY22

Alternatives Considered

6

- To not accept the contract with Lockton Dunning Benefits to provide consulting services and assist with the transition year of self-insured healthcare
- To accept the contract with Lockton Dunning Benefits to provide consulting services and assist with the transition year of self-insured healthcare for the City of Killeen

Recommendation

- Staff recommends City Council approve the contract with Lockton Dunning Benefits as the provider for employee healthcare consultant services, effective October 1, 2021, with total expenses not to exceed \$95,000 and authorize the City Manager to execute any and all necessary change orders in accordance with state and local law.



City of Killeen

Legislation Details

File #: RS-21-092 **Version:** 1 **Name:** KFD PPE & Uniform Purchase
Type: Resolution **Status:** Resolutions
File created: 6/10/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution authorizing the purchase of turnout gear in the amount of \$308,445.99, from North American Fire Equipment Company.
Sponsors: Fire Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: James Kubinski, Fire Chief

SUBJECT: Purchase of Fire Department Personal Protective Equipment (PPE) & Uniforms

BACKGROUND AND FINDINGS:

The Fire Department works towards replacing Personal Protective Equipment (PPE) every five years to remain in compliance with NFPA 1851 (National Fire Protection Association). Personal Protective Equipment (PPE) is the protective ensemble worn by firefighters which typically consists of the following garments: coat, trousers, boots, helmet, hood and gloves. These items help protect firefighters in environments immediately dangerous to life or health. The fire department must occasionally replace PPE that is damaged and unable to be repaired. Additionally, industry standard establishes a usable lifespan for PPE of 5 years for front line use and 5 additional years as reserve or training gear. After completing an audit of all in-service PPE, the Fire Department identified the need to replace 89 sets of structural PPE, 46 sets of Wildland PPE, and daily uniforms for 229 personnel. This will also allow us to outfit new employees who will be on shift before the end of this fiscal year. The annual expenditure with North American Fire Equipment Company (Nafeco) is for \$308,445.99 through Sourcewell cooperative contract #86944.

THE ALTERNATIVES CONSIDERED:

- 1: Approve the purchase.
- 2: Approve an amended purchase to include only 30 sets of turnout gear originally budgeted for FY21 and not utilize salary savings for additional expiring sets of turnout gear.
- 3: Not approve the purchase.

Which alternative is recommended?

The first alternative provides for the most efficient use of City resources and the best option for purchasing the quantity and sizes needed to meet departmental safety guidelines.

CONFORMITY TO CITY POLICY:

The City of Killeen is a member of the Sourcewell purchasing cooperative. Purchases made through a cooperative contract satisfies the state competitive bidding requirements as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases

goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. The purchase of PPE will be made through the Sourcewell cooperative contract # 86944.

FINANCIAL IMPACT:

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

This request is for the purchase of 89 sets of structural turnout coats, pants, helmets, boots, gloves, and hoods for \$230,404.02. We are also requesting to purchase 46 sets of Wildland gear for \$10,567.12 and uniform shirts and pants for \$67,474.85. The total for this purchase will be \$308,445.99. Future yearly expenditures will be based on a 20% replacement plan to keep from large, one-time expenditures needing to be made.

Is this a one-time or recurring expenditure?

This is a one-time purchase. Other PPE items such as helmets, boots, gloves, and hoods are purchased throughout the year. This is done because items other than turnout gear, wildland gear, and station uniforms are not custom sized to the individual wearing the PPE and keeping these items in supply on a shelf diminishes their usable life due to the non-custom items expiring 10 years from the date of manufacture and not the date of issuance. Our future purchases will be based upon a 20% replacement plan as well as the number and types of garments that are damaged beyond repair or nearing expiration.

Is this expenditure budgeted?

Funds are available in account number 010-7070-442.41-20.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of 89 sets of structural PPE, 46 sets of Wildland PPE, and 1145 sets of station uniforms in the total amount of \$308,445.99.

DEPARTMENTAL CLEARANCES:

Purchasing, Finance, Fire

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties

**NAFECO**

Mailing: 1515 W Moulton St
 (2601 Beltline Road)
 Decatur, AL 35601
 (800) 628-6233
 info@nafeco.com

Quotation

Q8521527830

Date: 5/27/2021
Expires: 6/26/2021
FOB: Origin

Customer Number: KIL045
 Customer Information: CITY OF KILLEEN
 Address: PO BOX 1329
 KILLEEN, TX 76540-1329

Attention: Richard Bannister
 Phone: 254-368-9160
 Email: rbannister@killeentexas.gov

Prepared By: Kirby Prince

Qty.	Product	Description	Each	Total
85	CVFM/F	LION V-Force Coat Armor AP 6.5 oz., Color: KHAKI, Trim: YELLOW , KILLEEN across yoke, FF's 1st Initial & Last Name on Hanging Patch	\$1,300.00	\$110,500.00
4	CVFM/F	LION V-Force Coat (WHITE NOMEX) 4 White NOMEX coats for Chiefs	\$1,238.54	\$4,954.16
89	PVFM/F	LION Turnout V-Force Pant 85- Color: KHAKI, 4- Color: BLACK(For Chiefs)	\$1,019.51	\$90,736.39
34	LFH8120E-21	LION Legend X Helmet, Black, 4" Faceshield	\$288.89	\$9,822.26
32	LPGVCTRY-XL	LION Victory Structural Firefighting Glove, Sz: XL	\$79.95	\$2,558.40
229	PAC-II-3P-NB	Majestic Hood, PAC II 3 Ply, Nomex Blend, White	\$38.09	\$8,722.61
10	804-6369-115M	Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 115M	\$311.02	\$3,110.20
1145	114030	Men's Cargo Cotton Station Pant Color: NAVY	\$41.93	\$48,009.85
1145	111505-729	First Tactical Tactic Cotton T-Shirt, Long Sleeve Color: NAVY	\$17.00	\$19,465.00
46	F5318-2W	PROPPER Wildland Shirt	\$118.98	\$5,473.08
46	F5299-2L	PROPPER Wildland Overpant	\$110.74	\$5,094.04
1	#86944	SOURCEWELL ID #	\$0.00	\$0.00
			Total: \$308,445.99	
			tax & freight to be determined	

Notes:**Thank you for your business!**

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

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.
NORTH AMERICA FIRE EQUIPMENT CO INC
DECATUR, AL United States

Certificate Number:
2021-763915

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

Date Filed:
06/09/2021

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.
BUNKER GEAR FY21
BUNKER GEAR

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is BRIAN OAKS, and my date of birth is 6-7-63.

My address is 1515 W Moulton St, Decatur, AL, 35601, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Morgan County, State of AL, on the 9th day of June, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF FIRE DEPARTMENT UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

RS-21-092

July 6, 2021

PURCHASE OF FIRE DEPARTMENT PPE

- The Killeen Fire Department provides uniforms and personal protective equipment (PPE) for our firefighters to include:
 - ▣ Turnout gear: coat, trousers, boots, helmet, hood and gloves.
 - ▣ Wildland gear: shirt, trousers, boots, helmet, goggles, hood, and gloves
 - ▣ Water rescue: dry suits, life jackets, boots, helmet, and gloves.
- Texas Commission on Fire Protection (TCFP) enacted a requirement that fire departments comply with NFPA 1851 which states that PPE expires 10 years after the original date of manufacture.

PURCHASE OF PPE

- A recent audit by Killeen Fire Department Support Services Division personnel found that 40 sets of Turnout Gear will expire on October 2021, another 40 sets will expire in November 2021.
- 9 additional sets are needed for replacement PPE when Support Services Division personnel inspect PPE as required and find that something needs to be sent out for repair.

PURCHASE OF PPE

4

- Wear tests were conducted by KFD Support Services Division personnel to determine the best gear to be purchased.
- TCFP will not provide a waiver to allow turnout gear that is greater than 10 years old to continue being used while new PPE is on order.
- The purchase of PPE, wildland gear, and uniform shirts/pants are FY21 budgeted items.

PURCHASE OF PPE

5

- Total Financial Impact is \$308,445.99
 - ▣ Turnout gear: \$230,404.02
 - ▣ Wildland gear: \$10,567.12
 - ▣ Uniform shirts and pants: \$67,474.85

- Conforms to City Policy for purchase with North American Fire Equipment Company (NAFECO) through Sourcewell Cooperative Contract #86944

PURCHASE OF PPE

6

- Alternatives:
 - ▣ Approve the purchase.
 - ▣ Not Approve the purchase.

PURCHASE OF PPE

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of uniforms and PPE from North American Fire Equipment Company through a Sourcewell Cooperative Contract, and that the City Manager or designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Legislation Details

File #: RS-21-093 **Version:** 1 **Name:** Radio Grant Acceptance
Type: Resolution **Status:** Resolutions
File created: 6/17/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution approving the acceptance and disposition of the Homeland Security Grant - Office of the Governor.
Sponsors: Fire Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Resolution](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021
TO: Kent Cagle, City Manager
FROM: Jim Kubinski, Fire Chief
SUBJECT: Acceptance of Homeland Security Grant

BACKGROUND AND FINDINGS:

Through the Homeland Security Office of the Governor (OOG), the City of Killeen has been awarded a grant for \$23,188.

The Killeen Fire Department applied for this grant in accordance with City of Killeen Grant Policy; there are no matching funds required. This grant will enable the Killeen Fire Department to purchase P25 compliant radios for operational use.

The required state resolution is attached for signature.

THE ALTERNATIVES CONSIDERED:

1. Not accepting the grant from OOG.
2. Accepting the grant from OOG.

Which alternative is recommended? Why?

2. Accepting the grant from OOG.

CONFORMITY TO CITY POLICY:

Resolution and acceptance of the grant from OOG conforms to City Policy.

FINANCIAL IMPACT:

Acceptance of this grant will provide revenue of up to \$23,188 in account 010-0000-331.02-05. A budget amendment will follow.

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

The OOG grant is for \$23,188. Equipment purchased will not exceed \$23,188. Any residual funds that remain from the grant will be returned to the OOG.

Is this a one-time or recurring expenditure?

One time

Is this expenditure budgeted?

Upon approval of budget amendment, funds will be appropriated in account 010-7070-442.46-30.

If not, where will the money come from?

N/A

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

Upon approval of budget amendment

RECOMMENDATION:

Staff recommends that the City Manager or his designee be the authorized official and be given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

DEPARTMENTAL CLEARANCES:

Legal, Finance

ATTACHED SUPPORTING DOCUMENTS:

Resolution

RESOLUTION

WHEREAS, The City of Killeen finds it in the best interest of the citizens of Killeen, that the XL-200 Hand Held Radios for the Special Operations Rescue Section be operated for the 10/01/2020 – 09/30/2021; and

WHEREAS, City of Killeen agrees that in the event of loss or misuse of the Office of the Governor funds, City of Killeen assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City of Killeen designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City of Killeen approves submission of the grant application for the XL-200 Hand Held Radios for the Special Operations Rescue Section to the Office of the Governor.

Signed by:

Jose Segarra

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 4040401



ACCEPT HOMELAND SECURITY GRANT FOR THE PURCHASE OF PORTABLE RADIOS

RS-21-093

July 6, 2021

ACCEPT HOMELAND SECURITY GRANT

2

- The Killeen Fire Department Special Operations Teams (TRT, Haz-Mat, Wildland, Water Rescue, etc.) routinely work at incidents with various governmental agencies that have different radio communications capabilities.
- The Fire Department applied for a grant with the Texas Office of Homeland Security for Harris XL-200P multi-band handheld Radios in accordance with City of Killeen Grant Policy.

ACCEPT HOMELAND SECURITY GRANT

3

- This grant will enable the KFD Special Operations Rescue teams to have radio communication capabilities across all frequencies (VHF, UHF, P25, etc.) while responding to rescue operations that involve outside agencies.
- The grant is for the amount of \$23,188.00 for 5 Harris XL-200P handheld portable radios.
- There is no match required to accept this grant. It is 100% funded by the Office of the Governor.
- The deadline to accept the grant is July 31, 2021.

ACCEPT HOMELAND SECURITY GRANT

4

- Alternatives:
 - ▣ Accept the grant.
 - ▣ Not Accept the grant.

ACCEPT HOMELAND SECURITY GRANT

- Staff recommends that the City Manager or his designee be authorized to accept the grant, and that the City Manager or designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Legislation Details

File #: RS-21-096 **Version:** 1 **Name:** Professional Service Agreement-Garver LLC
Type: Resolution **Status:** Resolutions
File created: 6/18/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for construction administration/management of the Replacement of Terminal Capital Equipment System at Killeen-Fort Hood Regional Airport, in the amount of \$200,000.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021
TO: Kent Cagle, City Manager
FROM: Mike Wilson, Executive Director of Aviation
SUBJECT: Professional Services Agreement - Garver, LLC

BACKGROUND AND FINDINGS:

On June 22, 2021, the City Council accepted a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) grant for the replacement of the heating, ventilation, and air conditioning (HVAC) system at the Killeen-Fort Hood Regional Airport (KFHRA) terminal. The amount of the grant was \$3,898,271, of which \$400 is allocated for legal advertising, \$3,693,871 for the construction contract, and \$204,000 for construction administration/management services, and other associated costs.

Staff has negotiated a professional services agreement with Garver, LLC, in the amount of \$200,000 for project administration services, construction administration services, on-site resident project representative services, and project closeout services. Garver, LLC was selected as the Aviation Department's preferred general engineering and consultant firm through a competitive selection process in July of 2020.

THE ALTERNATIVES CONSIDERED:

Alternatives considered: (1) Disapprove the agreement, or (2) Approve the agreement.

Which alternative is recommended? Why?

Alternative 2 is recommended. The project is 100% funded by the AIP grant; and there is no impact on the Airport operating fund or fund balance.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

This project is funded 100% by an AIP Grant. There is no impact on the Airport operating fund or fund balance.

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

The amount of the expenditures in the current year is \$200,000.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in account 524-0515-521.69-01.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council approve the professional services agreement with Garver, LLC in the amount of \$200,000 and authorize the City Manager or designee to execute same as well as any and all change orders or supplemental agreements within the amounts set by State and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties



THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Killeen** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**" or "**Engineer**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends to make improvements to the HVAC system to the Terminal at the Killeen-Fort Hood Regional Airport, KFHRA Terminal HVAC Improvements (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

"**Effective Date**" means the date last set forth in the signature lines below.

"**Damages**" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"**Hazardous Materials**" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"**Personnel**" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. **Services**. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent know and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an additional insured under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly solicit any of Garver's Personnel during performance of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "Deliverables"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Notwithstanding anything to the contrary, City is a governmental entity subject to Texas Public Information Act and shall abide by said Act and opinions of the Attorney General interpreting the same.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination,



excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

- 8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, to the extent allowed by law, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNLESS THE INDIVIDUAL IS DETERMINED TO BE ACTING OUTSIDE THE SCOPE OF EMPLOYMENT.

9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.



9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO PROCEEDS RECEIVED FROM INSURANCE PROVIDED UNDER EXHIBIT C OF THIS AGREEMENT.

9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. If both Parties agree to arbitration, said arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Bell County, Texas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may



object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the



benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

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

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Mandatory Federal Contract Provisions for Professional Services Contracts
- Exhibit E – Certification of Engineer

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Killeen, TX

Garver, LLC

By: _____
Signature *mbd*

By: _____
Signature *[Handwritten Signature]*

Name: Kent Cagle
Printed Name

Name: Josh Crawford
Printed Name

Title: City Manager

Title: Sr. Project Manager

Date: _____

Date: June 4th, 2021

Attest: _____

Attest: _____
[Handwritten Signature]



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Terminal HVAC at Killeen Fort Hood Regional Airport. Improvements will consist primarily of replacing primary components of the heating, ventilation, and air conditioning improvements throughout the terminal with similar types of equipment.

Design and bidding services are not part of this scope of services and were completed under a previous contract. The following services are included under this scope:

- Project Administration
- Construction Administration Services
- On-Site Resident Project Representative Services
- Project Closeout Services

A.1 Project Administration

Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

A.2 Construction Administration Services

During the construction phase of work, Garver will accomplish the tasks below.

A.2.1 Issued for Construction (IFC) Documents

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

A.2.2 Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.



A.2.3 Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

A.2.4 Progress Meetings

As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend bi-weekly progress meetings with the Owner and Contractor. It is expected that half meetings will be held on-site, and half meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

A.2.5 Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

A.2.6 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

A.2.7 Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

A.2.8 Payroll Reviews

Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements, and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

A.2.9 DBE Compliance



Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

A.2.10 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

A.2.11 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

A.2.12 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

A.3 **On-Site Resident Project Representative Services**

Garver will provide part-time Resident Project Representative (RPR) services for the 110-calendar procurement and 230-calendar-day construction contract performance time. The proposed fee is based on approximately 10 hours per week during the construction contract performance time for the RPR, plus an additional one (1) week for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

1. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
2. As necessary, conduct safety meetings with the Contractor.
3. Perform intermediate inspections in advance of the final inspection.
4. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
5. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
6. Administer the "Construction Management Plan" prepared by Garver.
7. Monitor the contractor's conformance to the approved construction safety and phasing plan.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction



operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

A.4 Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 30 days of the final payment to the Contractor.

A.5 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. Reviewed submittals to the Contractor.
2. Record Plans and Specifications to the Owner and FAA.
 - a. One hard copy to the Owner.
3. Other electronic files as requested.

A.6 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Design, survey, geotechnical, or structural engineering services.
2. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Deliverables beyond those listed herein.
4. Design of any utility relocation.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Structural design or construction services.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

A.7 Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase Services (110 Days Procurement, 230 Days Construction)	\$113,300	LUMP SUM
Resident Project Representative Services (8 Months Part-Time)	\$74,100	RATE SCHEDULE
Closeout Services	\$12,600	LUMP SUM
TOTAL FEE	\$200,000.00	

The lump sum amount to be paid under this Agreement is \$125,900 and the hourly rate schedule amount not to exceed is \$74,100, for a total contract value of \$200,000. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Exhibit A, but requested by the Owner in writing or otherwise permitted in this Agreement, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Exhibit B

Killeen Fort Hood Regional Airport Terminal HVAC Improvements Construction Phase Services

FEE SUMMARY

Title II Service	Fee Type	Estimated Fees
Construction Phase Services (110 Days Procurement, 230 Days Construction)	Lump Sum	\$ 113,300.00
Resident Project Representative (8 Months Part-Time)	Hourly/Rate Schedule Plus Expenses	\$ 74,100.00
Closeout Services	Lump Sum	\$ 12,600.00
Subtotal for Title II Service		\$ 200,000.00

Exhibit B

**Killeen Fort Hood Regional Airport
Terminal HVAC Improvements**

CONSTRUCTION PHASE SERVICES (Procurement 110 Days - Construction 200 Days)

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	X-2
	\$251.00	\$213.00	\$181.00	\$153.00	\$114.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination / Monthly Invoicing	16	16	16		16
Coordination with Airport	8				
Coordination with FAA	8				
Monthly Procurement Period Check-in (16 Weeks)	8	16	8		
Progress Bi-Weekly Meetings with Contractor/City during construction (8 Months, 32 Meetings)	32		32		
Prepare Change Orders (up to 2)	6	12	16		
Monthly Pay Requests	8	24	16		
Utility Coordination Meeting	1	4			
Coordination with City Building Department		4			
General Quality Control of Submitted Documents		8			12
Preparation and conduct preconstruction meeting (Includes Travel Time) publish meeting minutes	2	8			
Subtotal - Project Management	89	92	88	0	28
2. Electrical Engineering					
Preconstruction Meeting (Virtual Attendance)		1			
Review Shop Drawings / Material Submittals		16	16		
Response to Inquiries		15			
Record Drawings		12		16	
Final Project Inspection and Punchlist		10			
Subtotal - Electrical Engineering	0	54	16	16	0
3. Mechanical Engineering					
Preconstruction Meeting (Virtual Attendance)		1			
Review Shop Drawings / Material Submittals		16	16	32	
Response to Inquiries		15	15	64	
Record Drawings			12	16	
Final Project Inspection and Punchlist		10			
Subtotal - Mechanical Engineering	0	42	43	112	0

Hours	89	188	147	128	28
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DIRECT NON-LABOR EXPENSES

Other Expenses	\$568.00
Travel Costs	\$966.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,534.00

SUBTOTAL: \$113,300.00

TOTAL FEE: \$113,300.00

Exhibit B

**Killeen Fort Hood Regional Airport
Terminal HVAC Improvements**

RESIDENT PROJECT REPRESENTATIVE SERVICES (8-MONTHS PART-TIME)

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	X-2
	\$251.00	\$213.00	\$181.00	\$153.00	\$114.00
	hr	hr	hr	hr	hr
1. Resident Project Representative					
Preconstruction Meeting			4		
Weekly Site Visit - Regular Reporting/Other RPR Duties Estimated @ 10 hrs per week for 33 weeks Monthly Visits By E-3 (8 Visits)		48	330		
Subtotal - Resident Project Representative	0	48	334	0	0
Hours	0	48	334	0	0
<u>DIRECT NON-LABOR EXPENSES</u>					
Other Expenses	\$343.00				
Travel Costs	\$3,079.00				
SUBTOTAL - DIRECT NON-LABOR EXPENSES:			\$3,422.00		
SUBTOTAL:					\$74,100.00
TOTAL FEE:					\$74,100.00

Exhibit B

**Killeen Fort Hood Regional Airport
Terminal HVAC Improvements**

CLOSEOUT SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	X-2
	\$261.00	\$221.00	\$189.00	\$159.00	\$118.00
	hr	hr	hr	hr	hr
1. Project Management					
Project Management	1				
Coordinate with Airport for Project/Grant Closeout	4		4		
Coordinate with FAA, as necessary	2		4		
Prepare FAA Closeout Forms	1	4	6		
Distribution of Cost Spreadsheet	1	4	2		
Summary of DBE Utilization Including Obtaining Statement from Subconsultant DBEs	1	4	4		
Sponsor Cover Letter			1		
Prepare and Submit Closeout Manual to Airport		4	6		
Subtotal - Project Management	10	16	27	0	0
2. Electrical Engineering					
Coordination for closeout documentation		2			
Subtotal - Electrical Engineering	0	2	0	0	0
3. Mechanical Engineering					
Coordination for closeout documentation		2			
Subtotal - Mechanical Engineering	0	2	0	0	0

Hours	10	20	27	0	0
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$367.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$467.00
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TOTAL FEE:	\$12,600.00
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**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended



from time to time, which are herein incorporated by reference and made a part of this contract.

- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33



U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

8. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

9. ENERGY CONSERVATION REQUIREMENTS

Engineer and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).



10. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect



to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant



participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each



minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in



the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group



of women is underutilized.

- (10)The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13)The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14)The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15)Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES



The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,



summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.



- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

15. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of



changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

16. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

17. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



EXHIBIT E

**AIRPORT IMPROVEMENT AID PROJECT: TBD
STATE: TEXAS**

CERTIFICATION OF ENGINEER

I hereby certify that I am Josh Crawford, PE and duly authorized representative of the firm of GARVER, LLC, whose address is 285 SE Inner Loop, Georgetown, TX 78626, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By _____

A handwritten signature in blue ink, appearing to read 'J. Crawford', written over a horizontal line.

DATE:

June 4th, 2021

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:
2021-762088

Date Filed:
06/04/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GARVER, LLC
GEORGETOWN, 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.
Killeen-Fort Hood Regional Airport

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.
20A06081
Terminal HVAC Improvements - Construction Phase Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MCILLWAIN, FRANK	GEORGETOWN, TX United States	X	
	SCHINERS, BRENT	GEORGETOWN, TX United States	X	
	HOSKINS, BROCK	GEORGETOWN, TX United States	X	
	GRIFFIN, MICHAEL	GEORGETOWN, TX United States	X	
	HOLDER, JR, JERRY	GEORGETOWN, TX United States	X	
	SOBER, JEFFREY	GEORGETOWN, TX United States	X	
	GRAVES, MICHAEL	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Josh Crawford, and my date of birth is 1/22/1980.

My address is 285 SE Inner Loop Suite 110, Georgetown, TX, 78626, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 4th day of June, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PROFESSIONAL SERVICES AGREEMENT WITH
GARVER LLC FOR REPLACEMENT OF TERMINAL
CAPITAL EQUIPMENT AT KILLEEN-FORT HOOD
REGIONAL AIRPORT (KFHRA)

RS-21-096

July 6, 2021

Background

- On June 22, 2021, City Council approved a Federal Aviation Administration (FAA), Airport Improvement Program (AIP) Grant for the replacement of the heating, ventilation, and air conditioning (HVAC) system at the Killeen-Fort Hood Regional Airport Terminal.
- The grant amount includes \$200,000 for construction administration/ management.

Discussion

- Staff negotiated a professional services agreement with Garver, LLC in the amount of \$200,000 for Project Administration, Construction Administration, On-Site Resident Representative (RPR), and Project Close Out Services.
- Garver, LLC was selected as the preferred general engineering and consulting firm for Aviation through a competitive selection process in July of 2020.

Alternatives

4

- Do not approve the agreement
- Approve the agreement

Recommendation

- Approve the professional services agreement with Garver, LLC in the amount of \$200,000 and authorize the City Manager or designee to execute all agreement documents and any and all amendments or actions within the amounts set by federal, state and local law.



City of Killeen

Legislation Details

File #: RS-21-097 **Version:** 1 **Name:** Bell County Communications Agreement Amendment

Type: Resolution **Status:** Resolutions

File created: 6/18/2021 **In control:** City Council Workshop

On agenda: 7/6/2021 **Final action:**

Title: Consider a memorandum/resolution approving amendments to the Communications System Agreement with the Bell County Communications Center.

Sponsors: City Manager Department

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Redlined Amended Agreement](#)
[Agreement](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

FROM: Kent Cagle, City Manager

SUBJECT: Amendments to the Communications System Agreement

BACKGROUND AND FINDINGS:

In May 1998 pursuant to Texas Local Government Code Ann. 791.001 et seq (Vernon Supp. 1992) the cities of Belton, Harker Heights, Killeen, and Temple, along with Bell County, Texas entered into a system agreement for the purpose of operating and maintaining a consolidated communications system. The system agreement services to establish the terms, conditions, and expectation by which the Bell County Communications Center is to be operated and maintained. The Bell County Communications System Board of Directors (E-Board), consists of the County Judge and the City Managers from each member city. Over the course of more than a year, the E-Board has been meeting to discuss amendments to the System Agreement. On April 23, 2021, by unanimous vote, the E-Board recommend the following amendments to the agreement:

- Table of Contents - Multiple changes to reflect wording changes in body of agreement.
- Removal of Exhibit A and B from Table of Contents.
- AMENDMENT (pg1:9-14) - Changed date of amendment and restatement to current effective date.
- Section 1 (pg2:13-14) - Added members of the RBO as Parties to the agreement.
- Section 1 (pg2:18) - Added the County as being provided services by the System.
- Section 3.A.1.a (pg4:33-38) - Changed order of rotation of Vice-Chair.
- Section 3.B (pg5:18) - Changed wording from "Comptroller" of System to "Auditor" of System.
- Section 3.D (pg6:8-9) - System Director-Added language "...the County Judge shall seek the advice and counsel of the Board before making an appointment."
- Section 3.D.6 (pg6:29-33) - System Director/Reports to the Board-Added specifics "(a)...Notice...of any emergency expenditures...within 7 days, or as soon as practicable." (b) Monthly member event count reports (c) Notifications ...required by Section 4.F.
- Section 3.E (pg6:49-7:42) - RBO-Updated list of member agencies.
- Section 3.E (pg7:45-47) - RBO Entities-Added language "The Fort Hood Public Safety and Fire Departments and Bell County Communications Center Medical Director may also attend as a contributor (non-voting) to the RBO".
- Section 3.E.1.a (pg8:6-16) - RBO Board-Changed the number of voting RBO members from 7 to 11 with each member city having both the Police Chief and Fire Chief now listed as voting members.
- Section 3.E.1.d (pg9:3-11) - RBO Secretary/System Director Minutes/Agendas-Agendas and supporting documents for meetings will be sent out at least 7 calendar days in advance. This was changed from 3 calendar days.

- Section 3.F.1 (pg9:17-18) - Updated System Board meeting schedule to "last Thursday of every odd numbered month".
- Sections 3.F.2 (pg10:3-10) - Updated RBO Board meeting schedule to "bi-monthly of the last Monday of each odd numbered month". Included statement that additional meetings may be requested by the Chair "or by any two members of the RBO Board".
- Section 3.F.2 (pg10:21-22) - Defined quorum for RBO Board voting purposes.
- Section 3.F.2 (pg10:26-29) - Added language to define role of RBO subcommittees.
- Section 3.F.7 (pg11:11-15) - Added voting section and defined "per capita" and "majority interest".
- Section 4.C.1 (pg12:49-13:3) - Included due date of System Budget to the Cities and County of May 1st for FY beginning October 1st.
- Section 4.C.4 (pg13:13-15) - Added language that the County Judge "shall" seek advice and counsel from the System Board in the appointment of the System Director.
- Section 4.F (pg13:39-45) - Added "Duty to Notify Protocol Changes" section.
- Section 6.A (pg14:24-25) - Removed exception to effective date of fiscal year.
- Section 6.B.7 (pg15:25-40) - Defined "Capital Costs".
- Section 8 (pg18:27) - Specified dollar threshold of more than \$100,000 for equipment expenses or equipment that is part of the backbone as County expenses.
- Section 8 (pg18:35-36) - Added wording for System Components approval by System Director to confirm compatibility.
- Section 10.E (pg20:22-24) - Added "Review of Agreement" section.
- Section 14.A (pg21:21-30) - The System will approve the capital cost buy-in of a new party to the agreement.
- Section 17 (pg22:33) - Removed "Tax Exempt bonds" section.
- Exhibit "B(1)" (pgB-1:4-14) - Established definition of "Events" and updated estimated assessment percentages.

THE ALTERNATIVES CONSIDERED:

1. Decline the amendments and be out of compliance with Bell County Communications.
2. Approve the amendments to the Bell County Communications System Agreement.

Which alternative is recommended? Why?

Staff recommends approving the amendments as written.

CONFORMITY TO CITY POLICY:

Conforms to City policy.

FINANCIAL IMPACT:

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

There is no fiscal impact.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends approval of the amendments to the Communications System Agreement with Bell County.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Redlined Amended Agreement
Agreement

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41

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 Section 18.

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1 **AGREEMENT**

2
3 THE STATE OF TEXAS

4
5 COUNTY OF BELL

6
7 **AMENDMENT**

8
9 The following is an amendment and restatement of this Agreement, taking into
10 account amendments approved by the Cities of Belton, Harker Heights, Killeen and
11 Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment
12 took effect on _____, 2021, the date of final approval by the County and the
13 Cities in accordance with Section 13 hereof. The original Agreement was dated
14 October 1, 2002.

15
16 In order to establish, operate and maintain a consolidated communications system
17 for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and
18 throughout Bell County, Texas (the "County"), including the communities and agencies
19 served by the Bell County Sheriff's Office (including but not limited to those entities which
20 are part of the RBO as defined in Section 3E), the parties agree to the following:

21
22 This agreement, entered into this _____ day of _____ in
23 the year 2020 by and among the Cities, and the County is entered into pursuant to the
24 provisions of Texas Government Code Ann. § 791.001 *et seq* (Vernon Supp. 1992) (the
25 "Act") relating to joint exercise of powers, for the purpose of operating and maintaining a
26 consolidated communications system. The Cities and the County shall sometimes be
27 referred to herein as the "Parties".

28
29 WITNESSETH:

30
31 WHEREAS, the County has purchased and provided a trunked 800 Megahertz
32 Public Radio System for the express purpose of the support of public health and safety;
33 and

34
35 WHEREAS, the County has purchased and provided a computer system to provide
36 Computer Aided Dispatch, police, fire and record management systems; and

37
38 WHEREAS, the County has purchased and provided a central facility to
39 accommodate the consolidation of public health and safety communications for the
40 County; and

41
42 WHEREAS, the Parties are each empowered by law to staff, maintain, and operate
43 public buildings and related facilities for the purposes of public health and safety
44 communications, all of which are proper "governmental functions and services" as defined
45 in the Act; and

46
47 WHEREAS, the Parties desire to operate and maintain a consolidated county-wide
48 public health and safety communications facility (hereinafter referred to as the "System"),
49 and to provide an orderly method for the accomplishment thereof; and

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1
2 WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly
3 exercising their common powers in the manner set forth in this agreement.

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4
5 NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits,
6 promises and agreements set forth herein, agree as follows:

7
8 **Section 1. Purposes**

9
10 The purpose of this agreement is to provide for the establishment, operation and
11 maintenance of a consolidated County-wide communications system (hereinafter, the
12 "System") by constructing, equipping, staffing, maintaining, and operating a facility or
13 facilities which provide call receiving and dispatching services to the Parties and members
14 of the RBO, by providing computers, radio systems and other equipment , and by further
15 providing the System to the Parties. A description of the initial System is attached hereto
16 as Exhibit "A".

17
18 The System will be provided to (i) the Cities, (ii) the County, and (iii) to other
19 governmental entities, volunteer fire departments, EMS providers or other persons
20 providing public health and/or safety services with the County to serve as the contract
21 party for all such persons. Other services may be provided to other entities so long as
22 there is no degradation of public health and/or safety services. Contracts may further be
23 entered as provided in Section 4B regarding the extension of services beyond those
24 rendered to the contracting Parties, as part of the authorized purposes hereunder.

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25
26 This agreement also establishes and provides a forum for discussion, study,
27 development and implementation of programs and services of mutual public health and
28 safety communications interest.

29
30 This agreement is made pursuant to and under the provisions of the Act relative to
31 the joint exercise of powers common to the County and the Cities.

32
33 **Section 2. Designation of System Operator**

34
35 Pursuant to and under the provisions of the Act, the Parties hereby appoint the
36 County to serve as system operator. In that regard, the County shall have overall
37 responsibility for System quality. The Parties acknowledge that System quality is subject
38 to cost efficiency and budget constraints, and that various sections of this agreement
39 impose requirements related to budget approval.

40
41 As System operator, the County shall provide staff (as employees of the County)
42 who shall be responsible for:

- 43 A. Training;
- 44 B. System Dispatch and Operations;
- 45 C. System Maintenance;
- 46 D. Undertaking such other duties as may be required by the System Board of
47 Directors (as defined below).
- 48
- 49

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1 It is understood that the staff responsible for such functions, unless expressly
2 otherwise authorized herein, shall be employees of the County. Salaries and benefits
3 for all such persons shall be subject to the budget approval process set forth in Section 6
4 hereof.

5 6 **Section 3. Governance**

7 8 **A. Board of Directors**

9
10 The County and the Cities hereby establish a Board of Directors (the "Board"), for
11 the System, and delegate to the Board the responsibility to make policy for the System.
12 In carrying out its responsibility, the Board shall be subject to the following standards:

13
14 1. The System shall be intended to provide comprehensive health and
15 safety communications coverage to all citizens of the County.

16
17 2. All System components shall be compatible with each other.

18
19 (NOTE: See last sentence of Section 8 which reads, "All system
20 components must be approved by the System Director to confirm
21 compatibility with the System prior to the purchase of the same.)

22
23 3. The choice of System components and the operation and maintenance
24 of the System shall be based upon cost efficiency (including
25 budget constraints) and effectiveness, and upon a desire to establish
26 appropriate response to the health and safety needs of the citizens
27 of the County.

28
29 4. The Parties acknowledge that System quality is subject to cost
30 efficiency and budget constraints, and that various sections of this
31 agreement impose requirements related to budget approval. These
32 limitations shall not diminish the County's overall responsibility for the
33 System.

34
35 The System shall be governed by the Board as to those decisions reserved to the
36 Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for
37 his or her such specific decisions, all other aspects of System governance are reserved
38 to the County. Each of the four Cities and the County (representing the County as a
39 whole) shall have one seat on the Board. Each City's seat shall be filled by the City
40 Manager of such City or his or her alternate. The County's seat shall be filled by the
41 County Judge or his or her alternate. A Board member shall cease to be a Director if
42 he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to
43 be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of
44 their respective alternates. The Secretary shall notify each Party of the designation of
45 the other Parties' representatives and maintain an updated list of all Directors, alternates,
46 and the entities they represent. Each of the City Managers and County Judge shall
47 name his or her own alternate.
48

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1 An alternate shall have the authority to vote in the name and stead of the person
2 appointing the same. Alternates shall only be appointed in writing, and shall only have
3 authority for the particular meetings for which appointment was made. Attendance by
4 any regular Board Member (i.e., County Judge or City Manager) at a meeting shall,
5 without the necessity of further action, revoke the authority given to any alternate of such
6 regular Board Member with regard to such meeting. The appointing Board Member(s)
7 shall have the right to change or revoke appointment of his or her designated alternate at
8 any time.

9
10 The Act of at least three Board members shall be deemed the act of the Board,
11 except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have
12 one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1.
13 and Section 10). The parties intend by this Section to require three votes to approve any
14 matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute
15 an act of the Board). Different voting requirements are set out in those specific
16 circumstances referred to in Sections 4.C.1., 6.C.1., or 10.

17
18 1. Officers of the Board of Directors

19 (a) Designation of Officers

20
21 The officers of the Board shall be the Chair, the Vice-Chair, and the
22 Secretary.

23
24 The office of Chair shall be the County Judge. The System Director
25 (or, in the absence of the Director, a designated member of the
26 Director's staff) shall serve as Secretary of the Board. The office of
27 Vice-Chair shall be rotated on an annual basis, at the first meeting of
28 each fiscal year based on the following rotation, which shall continue
29 through the term of this agreement:
30

FISCAL YEAR	VICE-CHAIR
<u>19-20</u>	Killeen
<u>20-21</u>	Belton
<u>21-22</u>	Harker Heights
<u>23-24</u>	Temple

31
32
33
34
35
36
37
38
39 For all years after fiscal year 2023 – 2024, the same rotation shall be main-
40 tained.

41
42 (b) Duty of Officers

43 (1) Chair and Vice-Chair

44
45 The Chair, or in his/her absence the Vice-Chair, shall preside
46 at and conduct all Board meetings. In the absence or inability
47 of the Chair to act, the Vice-Chair shall act as the Chair.
48
49

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(2) Secretary

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The Secretary will give notice of regular meetings to the Board at least fifteen (15) calendar days in advance of the scheduled date. The Secretary will deliver the agenda and supporting documentation to each Board member at least three (3) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the System Board in the manner required by law, if any, and keep minutes of Board meetings.

In calculating "calendar days" the number of days shall include both the first day and last day of the period in question, and all days in between, regardless if weekends or legal holidays or otherwise (i.e., 20 calendar days from March 1 shall be March 20).

B. Auditor of the System

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The County Auditor shall serve as Auditor for the System. Allocated costs for these services shall be a part of the System budget. The County Auditor shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the System. The County Auditor will assist the System Director in developing the annual budget and maintaining accurate fiscal projections and accounts for the System.

The Board may hire an independent auditor or financial consultant in the event of a conflict of interest between the County Auditor and Board on a particular matter, or otherwise as desired by the Board.

The County Auditor shall report to the Board, and be responsible to the Board, in the conduct of his or her duties as they relate to the System.

The County Auditor shall establish the budget format for the System, establish and maintain particular funds and accounts, and furnish monthly revenue, expenditures, and funds status to the Board and Commissioners Court. In carrying out such functions, the Auditor shall follow generally accepted accounting principles applicable to the County. The Auditor shall make System books and records available to the Board, and to the public to the extent required by law.

C. Attorney for the System

The County Attorney shall be the Attorney for the System. Allocated costs for these services shall be a part of the System budget. The Attorney shall advise the Board in connection with any legal matters relating to the System, and shall attend meetings of the Board as required to carry out his or her duties.

The Board may hire outside legal counsel in the event of a conflict of interest or otherwise as desired by the Board.

1
2 The System Attorney shall report to the Board, and be responsible to the Board, in
3 the conduct of his or her duties as they relate to the System.

4
5 D. System Director

6
7 The System Director shall be appointed by the County Judge, in the manner
8 required by Section 4.C.4. However, the County Judge shall seek the advice and
9 counsel of the Board before making an appointment. The Director shall attend all
10 meetings of the Board as an advisory member. The Director shall be an employee of
11 the County. The Director shall be responsible for all operational and personnel matters
12 relating to the System. In particular, the Director shall:

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- 13
14 1. enforce strict compliance with the approved annual System budget
15 and approve only expenditures authorized therein;
- 16
17 2. maintain an inventory of all property of the System and serve as
18 custodian of the property;
- 19
20 3. have overall responsibility for the operation and maintenance of the
21 System, subject to the specific authority retained herein by the
22 Board, and the general supervisory authority of the County;
- 23
24 4. serve as Secretary of the Board of Directors and of the RBO.
- 25
26 5. establish and maintain the Standard Operational Procedures for the
27 System.
- 28
29 6. provide reports to the Board, to include, but not limited to:
30 a. Notification to the Board of any emergency expenditures
31 needed for the System within 7 days, or as soon as practicable.
32 b. Monthly member event count reports
33 c. Notifications as might be required by Section 4.F.

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34
35 The Director may establish user committee(s) to assist Director in the maintenance
36 and operation of the System.

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38
39 E. Regulatory Board of Operations

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40
41 An advisory entity will be created, subordinate to the System Board (Board of
42 Directors), which is to be known as the Regulatory Board of Operations (hereinafter
43 referred to as the "RBO"). Membership will be comprised of the chief officer or designee
44 of each public safety agency receiving communications services from the System. Each
45 public safety agency will notify the Secretary of the RBO of the names of their respective
46 Chiefs or designees. The public safety agencies participating on the RBO include, but
47 are not limited to the following:

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48
49 -AMR Ambulance Service

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- 1 -Acadian Ambulance Service
- 2 -Bartlett Police Department
- 3 -Bartlett Volunteer Fire Department
- 4 -Bell County Constable Office Pct. 1
- 5 -Bell County Constable Office Pct. 2
- 6 -Bell County Constable Office Pct. 3
- 7 -Bell County Constable Office Pct. 4
- 8 -Bell County Attorney's Office
- 9 -Bell County District Attorney's Office
- 10 -Bell County Emergency Management
- 11 -Bell County Sheriff's Department
- 12 -Bell County Fire Marshall
- 13 -Belton Police Department
- 14 -Belton Fire Department
- 15 -Central Texas College Police Department
- 16 -Harker Heights Police Department
- 17 -Harker Heights Fire Department
- 18 -Holland Police Department
- 19 -Holland Volunteer Fire Department
- 20 -Killeen Police Department
- 21 -Killeen Fire Department
- 22 -Killeen Independent School District Police Department
- 23 -Little River/Academy Police Department
- 24 -Little River/Academy Volunteer Fire Department
- 25 -Morgan's Point Resort Police Department
- 26 -Morgan's Point Resort Volunteer Fire Department
- 27 -Moffat Volunteer Fire Department
- 28 -Nolanville Police Department
- 29 -Nolanville (Central Bell) Volunteer Fire Department
- 30 -Rogers Police Department
- 31 -Rogers Volunteer Fire Department
- 32 -Salado Police Department
- 33 -Salado Volunteer Fire Department
- 34 -Southwest Bell Volunteer Fire Department
- 35 -Sparta Volunteer Fire Department
- 36 -Temple College Police Department
- 37 -Temple Police Department
- 38 -Temple Fire Department
- 39 -Texas A&M Central Texas Police Department
- 40 -Troy Police Department
- 41 -Troy Volunteer Fire Department
- 42 -University of Mary Hardin-Baylor Police Department

44 The entities or departments listed above and not a part of the County or the four
45 Cities are referred to as the "Rural RBO Members". The Fort Hood Public Safety and
46 Fire Departments and Bell County Communications Center Medical Director may also
47 attend as a contributor (non-voting) to the RBO. Other entities that provide health or
48 safety services in the County may participate in the RBO upon the approving vote of the
49 RBO Board.

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1. RBO Board

(a) Board Members

The voting body of the RBO (hereinafter, the "RBO Board") shall consist of eleven (11) members, chosen as follows:

- One (1) member shall be the Bell County Sheriff

- Eight (8) members shall be the Fire Chief and Police Chief from each of the four Cities,

- Two (2) members (one being a fire chief and one being a chief law enforcement officer) shall be elected by the Rural (i.e., non-City) RBO Members

In voting for the Rural RBO Board Members, each Rural RBO department shall have one (1) vote.

RBO Board Members shall be elected or appointed annually, to coincide with the System's fiscal year.

(b) RBO Board Officers

The RBO Board shall elect their Chair and Vice-Chair to conduct the business of the RBO in the first meeting of each fiscal year. Each officer will name his or her own alternate.

In the event that the Chair or Vice-Chair ceases to be an employee of their respective agency, they will cease to be a member of the RBO Board, and the resulting vacancy shall be filled by the entities which originally elected or appointed such RBO Board member at the next regularly scheduled meeting which follows the occurrence of the vacancy.

(c) Duties of Chair and Vice-Chair

The Chair shall preside at meetings of the RBO Board. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair. The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all meetings of the RBO Board.

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(d) Secretary

The System Director (or in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the RBO Board. The Secretary shall send notice of meetings of the RBO Board to its members, and shall keep minutes of the meetings. The Secretary will deliver the agenda and supporting documentation to each RBO Board member at least seven (7) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the RBO Board or RBO Committees in the manner required by law, if any, and maintain the minutes of committee meetings.

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F. Meetings of the System Board of Directors, RBO and RBO Board

1. Meetings of the System Board of Directors

The Board shall conduct regular meetings on the last Thursday of every odd numbered month. The first meeting after the start of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Board Chair.

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The System Director shall also serve as Secretary of any meeting of the full RBO membership.¶

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The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A called Board meeting shall be called upon the request of the Chair or any two (2) Board members, with the persons calling the meeting setting the date and hour thereof. Absent an emergency, the Secretary of the Board shall give each Board member at least three (3) calendar days notice of any specially called Board meeting, such notice to set out the date, time, place, and proposed subject matter of the meeting.

The location for the conduct of meetings shall be as determined by the Board, and shall be the System's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair, and notice of System Board meetings shall be posted in compliance with applicable law.

1 2. Meetings of the RBO Membership and RBO Board

2
3 The RBO membership (including the RBO Board) shall conduct
4 regular meetings, holding at least one regular meeting every odd
5 numbered months unless the RBO Board determines otherwise. Unless
6 otherwise agreed by the RBO Board, regular meetings of the RBO Board
7 shall be bi-monthly on the last Monday of each odd numbered month. The
8 RBO Board may provide for additional meetings as needed depending
9 upon the pressure of business and as may reasonably be requested by the
10 Chair of the RBO Board, or by any two members of the RBO Board. The
11 date and hour of any regular meeting shall be scheduled by order of the
12 Chair of the RBO Board, a copy of the order to be filed with the Secretary
13 of the System Board of Directors. Absent a contrary decision by the Chair
14 of the RBO Board the location for the conduct of the meetings shall be the
15 System's central dispatch building. Absent an emergency, the Secretary
16 of the RBO shall give at least three (3) calendar days notice of each RBO
17 meeting to the members of the RBO.

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18
19 Only the RBO Board shall have voting rights as to any matter before the
20 RBO, and any vote of the RBO Board shall be deemed taken on behalf of
21 the RBO as a whole. A majority of the RBO Board shall constitute a
22 quorum of the RBO Board, and the vote of a majority of RBO Board
23 members present at a meeting at which a quorum is present shall be
24 binding.

25
26 The RBO Board may designate subcommittees for technical or advisory
27 projects, but subcommittees shall only make recommendations or provide
28 advice to the RBO Board, and the RBO Board must approve subcommittee
29 recommendations.

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31 3. Meeting Rules

32
33 The System Board and the RBO Board shall adopt rules for conducting their
34 respective meetings and other business.

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36 4. Minutes

37
38 The Director (or in the absence of the Director, the designated member of
39 the Director's staff) shall keep minutes of regular, adjourned regular and
40 special meetings of both the System Board and the RBO Board. A copy of
41 the System Board minutes and RBO Board minutes shall be provided to
42 each System Board member, the System Director, and to each RBO
43 member.

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44
45 5. Quorum

46
47 A majority of the System Board determined per capita constitutes a quorum
48 for the transaction of business by the System Board. A majority of the RBO
49 Board determined per capita constitutes a quorum for the transaction of

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business by the RBO Board.

6. Representation of the Regulatory Board of Operations

The Chairperson of the RBO Board will represent the RBO on the Board of Directors. The RBO chair shall be a non-voting member of the System Board of Directors, and shall attend all meetings of the System Board.

7. Voting

For purposes of this Agreement, "per capita" means that each City and the County shall have one vote each. "Majority in interest" means a group of Cities and/or the County whose "use percentage" (shown on Exhibit B) exceeds in the aggregate more than fifty percent (50%) during the year at which such vote is taken.

Section 4. Powers and Duties

A. Authority of the County

In accordance with the provisions of the Act, the Parties hereby delegate to the County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain, operate and lease, real and personal property (whether tangible or intangible), and related facilities (all being a part of the System) and to employ personnel or engage the services of others, for the purpose of providing for public health and safety communications in the County. It is the intention of this paragraph that the County have complete authority to carry out all activities related to the System, subject to the approval of the Board or the other Parties only if such approval(s) are expressly set out elsewhere in this agreement.

In carrying out its responsibilities, the County shall be subject to the same standards set forth in the first paragraph of Section 3A. As the provider of the System, the County shall endeavor to meet desired quality standards established by the Parties hereto, also taking into account cost efficiency, System effectiveness, budget constraints, and System compatibility.

The County is authorized in its own name to perform all acts necessary for the establishment, operation, and maintenance of the System, including, but not limited to, any or all of the following:

- 1. to make and enter into contracts, it being understood that all contracts regarding the System shall be entered in the name of the County unless the Board determines otherwise;
- 2. to employ or engage the services of agents, independent contractors, and employees;
- 3. to acquire, construct, manage, maintain and operate any buildings, works, improvements, equipment, or other real or personal property

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(whether tangible or intangible);

4. to acquire, hold, lease, or dispose of property;

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5. to incur debts, liabilities or obligations, provided the same shall be obligations of the County, with the only financial obligations of the Parties being as set forth in Section 6 or Section 10 hereof (or at the option of the Parties, as set forth in Section 8 hereof);

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6. to receive gifts, Assessments and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;

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7. to provide or contract for communications services to or with non-public agencies or other entities not a Party hereto;

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8. to carry out the policies of the Board.

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Such powers shall be exercised in the manner provided in the Act and as expressly set forth in this agreement. The County shall not carry out any activities contrary to the authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved to the Board herein but it is further understood that the Board's sole authority in regard to the System is as set out in Section 4C, or as otherwise expressly reserved to the Board herein.

The County is hereby authorized to exercise its powers as needed to implement the purposes of this agreement. The County is empowered and by this agreement authorized to assess the Parties to finance the entire operation and maintenance of the System in the manner set forth in this agreement.

B. Communication Services to Other Agencies

Upon the approval and recommendation of the Board of Directors, the County may provide dispatch or other communication services to private agencies and/or public agencies not a Party to this agreement, so long as there is no degradation of services to the public health and/or safety. Such service shall be evidenced by contract or interlocal government agreement.

The County shall establish the amount of charge for the service. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular agency, both annually and for prorated periods thereof.

C. Authority of the Board of Directors

The Board of Directors, as the governing and administrative body of the System, shall exercise the following authority:

1. The Board shall recommend the annual System budget and provide

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1 a copy of the proposed budget to the Cities and the County by each
2 May 1 for the following fiscal year beginning each October 1,
3 provided, the final budget shall be adopted by the County. In that
4 regard, should any member of the Board request the same, the
5 Board shall recommend an annual System budget by vote of a
6 majority in interest (in the same manner referred to in Section 3.F.7)
7 and not by a per capita vote.

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8
9 2. The Board shall review System expenditures.

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10
11 3. The Board shall consider the recommendations of the RBO.

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12
13 4. The County Judge shall appoint the System Director. In making the
14 appointment of the System Director, the County Judge shall seek
15 advice and counsel from the Board.

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16
17 5. The Board shall approve the provisions of communications services
18 to any entities not a Party to this agreement, provided, the County
19 shall ultimately approve the same and be the contract party for such
20 agreements.

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21 D. Advisory Authority of the RBO

22
23
24 The RBO shall review all Standard Operational Procedures (SOP), programs and
25 situations and make recommendations as they pertain to the dispatch of police, fire and
26 EMS services. If applicable, the RBO will consider User Committees' recommendations.
27 At the request of the Board or the System Director, the RBO shall respond to requests for
28 information, research and investigations.

29 E. User Committees

30
31
32 User Committees members and chairs will be appointed by the RBO Board. The
33 Committees will be open to personnel directly employed by agencies represented in this
34 agreement, and will be representatives of the particular discipline being considered by
35 that committee. User Committees will make recommendations on proposed SOP.
36 User Committees should be comprised of individuals with expertise or experience in that
37 discipline. The System Director or his designee shall be a member of each Committee.

38
39 F. Member Duty to Notify of Protocol Changes

40 All members have the right to change, alter, or otherwise modify their respective
41 protocols relating to any matter associated with the operation and response of their first
42 responder agency. However, with respect to any changes, alterations, or modifications
43 that have the potential to impact event counts attributable to that member, said member
44 shall notify the Director within 7 days of any changes, alterations, or modifications. The
45 Director shall then notify all the members within 7 days.
46

1 **Section 5. Facility**

2
3 The County is empowered to purchase, lease or otherwise obtain the use of an
4 existing facility or build a new facility for the purposes of locating and establishing the
5 consolidated communications center, all at the County's expense. The center proper
6 shall include at least the following: (1) dispatch area; (2) supervisors and management
7 administrative offices, including Director, operational and technical managers, clerical,
8 computer resource and reception office space; (3) radio equipment room; (4) computer/
9 telephone/recording equipment room; (5) storage for inventory, supplies and records; (6)
10 locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-
11 purpose classroom, conference room and emergency operations center.

12
13 All equipment and materials within the facility will be supported and maintained
14 through an annual operational budget. All new equipment or materials used as part of
15 the "System" will be owned as set forth Section 8.

16
17 The Parties agree that this shall not be a contract for the financing or acquisition
18 of any of the assets comprising the System, including the center.

19
20 **Section 6. Fiscal Year and Annual Budget**

21
22 A. Fiscal Year

23
24 The System's fiscal year shall be the twelve month period commencing each
25 October 1, and ending the following September 30.

26
27 B. Annual Budget

28
29 1. The System shall operate only under an approved fiscal year budget.
30 The System may not operate at a deficit. The Parties shall pay for
31 the entire costs of operation and maintenance of the System, with
32 annual System expenditures determining the total amount of assess-
33 ment required.

34
35 2. From the date of this Agreement through the end of fiscal year ending
36 September 30, 2020, the assessments and Assessments shall be as
37 set forth in Exhibit "B".

38
39 3. Each annual operating budget shall include a reasonable reserve
40 contingency. Money may be expended from this reserve only with
41 the express approval of the County. The unspent portion of the
42 reserve shall be carried forward to the next fiscal year (in addition to
43 the reserve Assessment for each such fiscal year). The Auditor
44 shall periodically report to the Board on the amount on deposit in
45 such fund, how the same is invested, and how it is being expended.

46
47 4. The total assessment against each of the Parties will be reduced by
48 revenue from entities not a party hereto (i.e., not otherwise expensed
49 to serve the System), by unexpected or unencumbered funds

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1 available at the end of each fiscal year prior to the year for which the
2 budget is applicable, or by other revenues available to the System
3 (in excess of amounts required by the budget) as of the date such
4 budget is determined. In that regard, the Parties acknowledge that
5 the County shall have the right to deny service to entities other than
6 the Cities unless such entities agree to pay a share of System
7 assessments. In that event, before any such entity becomes a
8 "Party" hereto, the same shall require those approvals referred to in
9 Sections 13 and 14 hereof.

10 5. In the event that emergency expenditures are required to maintain
11 System integrity in excess of amount budgeted therefore, the County
12 is authorized to incur the same first from the reserve, and second
13 from other funds available to the County. The budget for the next
14 fiscal year shall include amounts to restore such reserve fund, or to
15 reimburse the County for any unreimbursed expenditures, respec-
16 tively.
17

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18 6. The budget shall be recommended to the County for each fiscal year
19 on or before May 1st prior to the beginning of such fiscal year. A
20 copy of the System budget and each Party's assessment shall be
21 delivered to each Party immediately after the System budget is
22 adopted.
23

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24 7. Notwithstanding that the County is solely responsible to pay all
25 Capital Costs each year's System budget shall state those Capital
26 Costs the County anticipates it will incur during the same following
27 budget year.
28

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29
30 For the purposes of this agreement, "Capital Costs" shall mean all
31 costs incurred by the County for assets having a useful life of longer
32 than one year from the date of acquisition and have a dollar value
33 greater than \$100,000 or that are associated with the communication
34 center building or backbone, regardless of the dollar value. The
35 backbone consists of the server room, the equipment at the tower
36 sites and the symphony consoles. Examples of building and
37 backbone assets include, but are not limited to, HVAC, UPS, parking
38 lots and dispatch consoles. The County shall determine which costs
39 are "Capital Costs" which benefit the System in accordance with
40 generally accepted accounting principles.
41

42 8. The Parties hereby agree that payment of the assessments shall
43 fairly compensate the performing Parties (including the County) for
44 the services or functions performed hereunder, as provided in the
45 Act.
46

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47 9. As provided in Section 4.C.1, the System budget for each fiscal year
48 must be recommended by the System Board, but be finally approved
49 by the County. In that regard, the County shall have discretion to

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1 follow its normal budget process as it would for any unit of County
2 government, including the authority to adopt the final budget
3 notwithstanding contrary recommendations of the Board. The
4 County may make adjustments to the budget during any year if
5 required to maintain System integrity.

6
7 C. Budget Elements

8
9 Each Party hereby agrees to pay an amount equal to its Assessment, as based
10 upon the assessment percentages as described in Exhibit "B."

11
12 The County shall be responsible for all capital expenditures, as may be necessary
13 to accomplish the purposes set forth in this Agreement for a consolidated communications
14 system.

15
16 1. Payment of Assessments

17
18 Upon adoption of the fiscal year budget by the County, and the forwarding
19 thereof to the governing bodies of the Parties by the Board Secretary,
20 unless otherwise specified by the order of the Board, the Assessments as
21 described in Exhibit "B" are automatically due and payable without further
22 notice as follows:

23		
24	October 15	25% of total Assessment
25	January 15	25% of total Assessment
26	April 15	25% of total Assessment
27	July 15	25% of total Assessment

28
29 In the event funds are not available as needed, the County shall advance
30 necessary funds as with any other division of County government.

31
32 Amounts advanced by the County shall be deemed System expenditures,
33 to be reimbursed by all Parties in the next assessment due after each such
34 advance is made.

35
36 Assessments shall be payable only from current revenues of each Party, as
37 provided in the Act. Each Party agrees to provide in its annual budget for
38 current revenues to be available in an amount adequate for that Party's
39 Assessment for the same fiscal year.

40
41 At least annually, the Director shall present a cost of service study to the
42 Board showing annual System costs as compared to budgeted line items.

43
44 A five (5)% late charge shall be imposed upon Assessment payments not
45 received within thirty (30) calendar days following the scheduled dates for
46 payment. An additional five (5)% shall be imposed if payment is not made
47 within an additional thirty (30) calendar days. If an Assessment, including
48 late charges, is not paid in full within seventy-five (75) calendar days
49 following any scheduled due date, the Party shall be in default and subject

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1 to termination upon the vote of a majority in interest (determined in
2 accordance with Section [3.F.7](#)) of the other members on the Board. The
3 late Party shall not have the right to vote, or be counted in determining a
4 majority in interest.

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5
6 **D. Budget Authority of Director**
7

8 The Director for the System has the power fully to implement the approved budget.
9 However, the Director may not exceed the personnel staffing authorized in the budget,
10 either in number, position, classification or salary. In addition, the Director may not
11 exceed any line item, utilize the reserve contingency, or exceed the total amount of
12 approved budgeted expenditures without the approval of the County.
13

14 The Director may recommend expenditures for approval separate from the budget
15 process, in which case the further recommendation of the Board and approval by the
16 County is required prior to any actual expenditure. The Director may also seek
17 authorization from the Board, and subsequently the County, for budgetary transfers or
18 budget adjustments as necessary.

19
20 **Section 7. Personnel**
21

22 **A. Director**
23

24 The Director is authorized to act on the behalf of the Board and the County in all
25 matters of personnel administration, given the positions and funding authorized by the
26 County in the annual System budget. This includes, but is not limited to, hiring,
27 supervisory direction, performance evaluations, disciplinary actions and terminations.
28

29 The County shall establish employment conditions and regulations, including
30 policies and procedures. Insofar as the staff will be County employees, the Personnel
31 Handbook shall be consistent with County employment policies.
32

33 System personnel shall be subject to grievance or other personnel procedures
34 applicable to County employees.
35

36 **B. Supervisory and Operations Positions**
37

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38 The County shall employ supervisory and operations staff as approved in each
39 System budget. All such persons shall be employees of the County. All positions must
40 be recommended by the Board as part of the System budget process, and provided for
41 in the annual System budget adopted by the County. The County may utilize the
42 services of the personnel director of any of the Parties to create any needed class
43 specifications, job descriptions, or address other personnel matters.
44

1 C. Salaries and Benefits

2
3 The Board shall recommend, and the County shall determine, the salaries of the
4 System staff as part of the budget process. Employee benefits shall be determined in
5 accordance with the County's employee benefit plan for persons making such salaries.
6

7 **Section 8. Capital Assets and Acquisitions**

8
9 Except as provided below, this agreement shall not be construed to require sharing
10 of any capital costs whatsoever. The Parties intend:

11 1. To share the costs of operating and maintaining the System, but

12
13
14 2. The County shall be responsible for system capital costs, save and
15 except capital System improvements initiated by any other party.
16

17 The County shall acquire and be the owner of the initial System, provided, the City
18 of Temple shall acquire and own the initial Intergraph Public Safety Contract and related
19 assets (with such assets and contract to be dedicated exclusively to the System, and to
20 be a part of the System throughout the term of this agreement). Thereafter capital assets
21 shall be acquired in the name of, and at the expense of the Cities or the County, as each
22 such purchasing Party shall determine from time to time. No new capital assets will be
23 acquired which would not be compatible with the System at the time of acquisition.
24

25 The County will determine what communications equipment is necessary to
26 operate and maintain the System, and be responsible for any equipment expense with a
27 dollar threshold of more than \$100,000 or that is part of the communication center
28 building or backbone.
29

30 Each Party shall have the right to add components (the "Separate Components")
31 to be used by such Party along with the System, but such Separate Components (a) shall
32 not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree,
33 and (b) must be compatible with the remainder of the System.
34

35 All System Components must be approved by the System Director to confirm
36 compatibility with the System prior to the purchase of the same.
37

38 **Section 9. Term of Agreement**

39
40 This agreement shall be effective from the date of execution and shall extend to
41 September 30, 2025. This agreement shall continue in full force and effect thereafter,
42 provided any Party may withdraw on two years notice as provided in Section 10 B, or a
43 Party may be terminated as provided in Section 10 A.
44

45 Withdrawal or termination of any Party shall not have the effect of terminating this
46 agreement as to the remaining Parties. Should a Party withdraw or be terminated, the
47 Assessment percentages of the remaining Parties shall be adjusted to take into account
48 such withdrawal or termination.
49

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1 **Section 10. Termination or Withdrawal**

2
3 A. Termination

4
5 Each Party shall remain a Party to this agreement and share in the costs of
6 operation and maintenance of the System until the end of the Term applicable to such
7 Party (being the latter of (a) September 30, 2025, or (b) the period which is two years
8 after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on
9 payment of any Assessment, or otherwise breaches this agreement, such Party shall be
10 subject to termination as a Party to this agreement upon the vote of a majority in interest
11 (determined in the same percentage as set forth in Section 3.F.7) of the other Parties.
12 The breaching Party shall not be entitled to vote on its own termination, or be counted in
13 determining a majority in interest. The terminated Party shall remain liable for any
14 defaulted payment and late charges for the period ending on the last day of the fiscal year
15 after the fiscal year in which the breach occurred. Such subsequent Assessments will
16 be determined as if the terminated Party were still a Party to the agreement at the same
17 Assessment rate in effect at the date of termination. The Assessment will be due and
18 payable at the same time Assessments are due from the remaining Parties for the fiscal
19 years in question.

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20
21 The remaining Parties shall attempt to mitigate the damages caused by termination
22 by either obtaining other "Parties" hereto, or by reducing System expenses, but until any
23 mitigation actually occurs the terminated Party shall remain liable for its assessment in
24 full for the remainder of the Term. The type of activities to be taken in mitigation shall be
25 determined in the sole discretion of the remaining Parties.

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26
27 All Parties agree that the System is configured, and System expenditures are
28 committed, on the understanding that all Parties will remain "Parties" at least until the end
29 of the Term, and that the payments to be made hereunder represent reasonable
30 liquidated damages and not a penalty.

31 B. Withdrawal

32
33 A Party may give notice of withdrawal as a Party to this agreement without penalty
34 provided such withdrawal shall not be effective prior to September 30, 2025, and
35 withdrawal shall be effective only upon two (2) year's written notice to the other Parties.
36 Such withdrawing Party shall perform all obligations under this agreement until the
37 effective date of withdrawal.

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38
39 C. Legal Redress

40
41 The County shall have the right to seek legal redress, if necessary, to obtain
42 payment on amounts due, or otherwise to enforce the terms of this agreement.
43
44

1 D. Use of System and System Assets

2 Upon termination or withdrawal:

- 3
- 4
- 5 1. Any withdrawing or terminated Party shall no longer receive services
- 6 from the System after the effective date of termination or withdrawal.
- 7 The "effective date of termination" shall be the end of the applicable
- 8 period in Section 10A(i) or (ii). The effective date of withdrawal is
- 9 defined in Section 10B.
- 10
- 11 2. The withdrawing or terminating Party shall leave as part of the
- 12 System (i) those assets owned by it, (ii) previously used as part of
- 13 the System, and (iii) which the remaining Parties desire to use as
- 14 part of the System. If the remaining Parties desire to use any such
- 15 assets, they shall purchase the same at the then current book value
- 16 from the withdrawing or terminating party. If such a purchase
- 17 occurs, an offset may be taken of (i) any amount owed by the
- 18 withdrawing or terminating Party hereunder against (ii) the amount
- 19 paid for such assets, said offset to be taken at the time of the
- 20 purchase.

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21 E. Review of Agreement

22 A review of this agreement will occur annually during each annual budget process.

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25 Section 11. Dissolution

26 This Agreement may be terminated in its entirety only on or after
27 , and then only with the unanimous consent of the Parties.
28 Dissolution shall only be effective upon the last day of the fiscal year, but shall in no event
29 be effective until the requirements of Section 12 are met. Any individual Party may
30 withdraw as provided in Section 10 B.

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34 Section 12. Disposition of Assets

35 A. Process of Winding Up

36 This agreement may not be terminated or disposition of assets made to the Parties
37 to the agreement until the County reasonably exhausts all means of collecting any monies
38 due hereunder, and identifies and satisfies all obligations and liabilities related to the
39 System. A final accounting shall be prepared by the Auditor, and be submitted to the
40 County and the Board and be approved by both the County and the Board, before any
41 final disposition of assets may be made and termination of the agreement consummated.

44 B. Asset Distribution

45 Upon termination the Parties shall retain title to those assets purchased in their
46 individual names. As to any capital assets purchased in common, and as to any monies
47 held in System accounts, such capital assets and monies shall be distributed according

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1 to the relative assessments paid by the Parties during the five years immediately
2 preceding termination.

3 4 **Section 13. Amendment to Agreement**

5
6 The agreement may be amended only by a unanimous vote of the Parties hereto
7 as of the date of the Amendment. Any proposed amendment shall be formally directed
8 to the Board. The Board shall then review the proposed amendment and forward the
9 proposed amendment with its own recommendation to the governing body of each Party
10 to the agreement. A proposed amendment must be approved by the governing body of
11 each Party to be effective. The Secretary shall notify each Party of the resultant action.

12 13 **Section 14. Additional Parties to Agreement**

14
15 Entities which are not Parties in this agreement, may become Parties hereto only
16 by amendment to this agreement as defined in Section 13 and subject to the following
17 terms and conditions:

18 19 A. Buy-in

20
21 A new Party's assessment shall be determined by formula approved by the Board.
22 Any Parties incurring capital costs for the System (anticipated to be solely the County)
23 shall determine the capital portion of any buy-in fee for long term fixed assets used in the
24 System (capital expenditures) and associated debt attributed to the System at the time of
25 the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties
26 which previously incurred capital costs for assets used as part of the System, in proportion
27 to the costs paid by such Parties.

28
29 The Board may determine as an additional component of any buy-in fee a charge
30 to be made for the new Party's assuming the use of the operating System.

31 32 B. Effective Date

33
34 The effective date of the amendment to this agreement and inclusion as an
35 additional Party shall only occur on the first day of any fiscal year. Such public agencies
36 that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto
37 and may appoint one RBO Board member for each new Party and a representative to the
38 RBO Board as defined in this agreement.

39 40 **Section 15. Street Use License**

41
42 Each City hereby grants to the County a non-exclusive license to use the public
43 roads, streets, alleys, and rights-of-way of such City where the System is to be located.
44 This license shall be granted within each City so long as any Party is making use of the
45 System, notwithstanding the City granting such license may no longer be a party to this
46 agreement. This license is subject to any applicable City Charter limitations as to each
47 City. Each City reserves the right to oversee construction and maintenance of the
48 System within its City limits with regard to safety concerns or code requirements of such
49 City. Each City shall determine, in cooperation with the County, the location of the

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1 System within such City. Such license is granted to allow, and limited to, all Parties to
2 this Agreement having authority to carry out the intents and purposes of this Agreement,
3 including but not limited to the right to install, remove, operate, maintain, modify, move
4 (but only with the consent of the City) or otherwise use the System. In consideration of
5 the public benefit to be derived by each City from the provision of the System, each City
6 agrees not to assess or impose any fee for any use of the System in furtherance of the
7 Agreement and in conformance with this limited license.

8
9 This license is not a franchise, nor is it intended to give any third parties (whether
10 profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the
11 System for any purpose other than contemplated herein by the parties. Each City
12 reserves the right to require a franchise agreement from any user of the System not a
13 party to this Agreement.

14 **Section 16. Severability; Compliance with Applicable Law**

15
16
17 Should any part, term, portion or provision of this agreement, or the application
18 thereof to any person or circumstances, be in conflict with any State or Federal law, or
19 otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,
20 terms, portions or provisions, or the application thereof to other persons or circumstances,
21 shall be deemed severable and shall not be affected thereby. The Parties further intend
22 for this Agreement to be modified to comply with any applicable state or federal law
23 (should it be determined not to be in compliance), and to remain binding between them
24 as so modified. In particular, but without limiting the generality of the foregoing, the
25 Parties intend for this Agreement to remain binding against each of them notwithstanding
26 any legal requirement that would alter the term hereof, or change the way in which any
27 party is required to pay its share of assessments; (i.e., the Parties will remain bound
28 hereunder, subject to such modified terms).

29
30 In carrying out its obligations hereunder, the County shall follow those laws
31 applicable to Texas counties.

32 **Section 17. Force Majeure.**

33
34
35 (a) If for any reason of "force majeure" any of the Parties hereto shall be
36 rendered unable, wholly or in part, to carry out its obligations under this agreement, other
37 than the obligation of the Parties to make the payments required under the terms of this
38 agreement, then if such party shall give notice and the full particulars of such reasons in
39 writing to the other Parties within a reasonable time after the occurrence of the event or
40 cause relied on, the obligation of the Party giving such notice, so far as it is affected by
41 such "force majeure", shall be suspended during the continuance of the inability then
42 claimed, but for no longer period, and such Party shall endeavor to remove or overcome
43 such inability with all reasonable dispatch. The term "force majeure" as employed herein
44 shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the
45 public enemy, orders or actions of any kind of the Government of the United States or of
46 the State of Texas or any civil or military authority, insurrections, riots, epidemics,
47 landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,
48 arrests, restraints of government and people, civil disturbances, explosions, breakage or
49 accident to dams, machinery, pipelines, or canals or other structures or machinery, on

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¶

The Parties acknowledge that the initial System is being financed with tax exempt obligations of the County and the City of Temple, and no use shall be made of any System assets which would cause such obligations to be "private activity bonds", "arbitrage bonds", or otherwise result in the interest on such obligations being includable in the gross income of the holders thereof for purposes of federal income tax.¶

¶

Section 18.

1 account of any other cause not reasonably within the control of the Party claiming such
2 inability. It is understood and agreed that the settlement of strikes and lockouts shall be
3 entirely within the discretion of the Party having the difficulty, and that the above
4 requirement that any "force majeure" shall be remedied with all reasonable dispatch shall
5 not require the settlement of strikes and lockouts by receding to the demand of the
6 opposing parties when such settlement is unfavorable to it in the judgment of the Party
7 having the difficulty.

8
9 (b) No damage shall be recoverable from the County or the Cities by reason of
10 the causes above mentioned.

11 _____
12

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1 IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be
2 executed and attested by their proper officers hereunto duly authorized, and their official
3 seals to be hereto affixed, as of the day and year first above written.

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4
5
6 City of Belton, Texas

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7
8
9 BY: _____

10
11
12
13 City of Harker Heights, Texas

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14
15
16 BY: _____

17
18
19
20 City of Killeen, Texas

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21
22
23 BY: _____

24
25
26
27 City of Temple, Texas

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29
30 BY: _____

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32
33 Bell County, Texas

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36
37 BY: _____

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Exhibit "A"

The System shall be comprised of the following:

- (1) Communications Center building located at 708 West Avenue O, Belton, Texas (referred to in Section 5 of the Agreement).
- (2) Fiber Optic Backbone.
- (3) 800 MHZ radio system.
- (4) Computer Aided Dispatch equipment and software.

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Exhibit "B"

(1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, 2020, shall be used to establish assessments for the 2021-2022 fiscal year.

(2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.

(3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

Estimated assessment percentages and County Base Assessments for fiscal years 2020-2021 are as follows:

**actual events, subject to annual review*

	Law Enforcement Count		Proposed
	2020 Calendar Year Assessment		
	Based on Usage %	Usage x 50%	2021-2022 Budget
Killeen	35.82	17.910	1,700,502.00
Temple	22.10	11.050	1,049,165.00
Harker Heights	8.40	4.200	398,778.00
Belton	6.95	3.475	329,941.00
Bell County	26.73	13.365	1,268,968.00
Bell County		50.000	4,747,355.00
Total	100.00	100.000	9,494,709.00
<i>Bell County Total</i>			<i>6,016,323.00</i>

	2020-2021 Approved Budget	2021-2022 Approved Budget	Incr. (Decr.) FY21 to FY22	
Killeen	1,520,395.43	1,700,502.00	180,106.57	11.85%
Temple	1,078,736.96	1,049,165.00	(29,571.96)	-2.74%
Harker Heights	391,302.01	398,778.00	7,475.99	1.91%
Belton	328,471.94	329,941.00	1,469.06	0.45%
Bell County	1,300,952.16	1,268,968.00	(31,984.16)	-2.46%
Bell County	4,619,858.50	4,747,355.00	127,496.50	2.76%
Total	9,239,717.00	9,494,709.00	254,992.00	
<i>Bell County Subtotal</i>	<i>5,920,810.66</i>	<i>6,016,323.00</i>	<i>95,512.34</i>	<i>1.61%</i>
<i>Special Projects</i>	<i>215,000.00</i>	<i>175,000.00</i>	<i>(40,000.00)</i>	
<i>Bell County Total</i>	<i>6,135,810.66</i>	<i>6,191,323.00</i>	<i>55,512.34</i>	

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COMMUNICATIONS SYSTEM AGREEMENT

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AGREEMENT

THE STATE OF TEXAS

COUNTY OF BELL

AMENDMENT

The following is an amendment and restatement of this Agreement, taking into account amendments approved by the Cities of Belton, Harker Heights, Killeen and Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment took effect on _____, 2021, the date of final approval by the County and the Cities in accordance with Section 13 hereof. The original Agreement was dated October 1, 2002.

In order to establish, operate and maintain a consolidated communications system for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and throughout Bell County, Texas (the "County"), including the communities and agencies served by the Bell County Sheriff's Office (including but not limited to those entities which are part of the RBO as defined in Section 3E), the parties agree to the following:

This agreement, entered into this _____ day of _____ in the year 2020 by and among the Cities, and the County is entered into pursuant to the provisions of Texas Government Code Ann. § 791.001 et seq (Vernon Supp. 1992) (the "Act") relating to joint exercise of powers, for the purpose of operating and maintaining a consolidated communications system. The Cities and the County shall sometimes be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County has purchased and provided a trunked 800 Megahertz Public Radio System for the express purpose of the support of public health and safety; and

WHEREAS, the County has purchased and provided a computer system to provide Computer Aided Dispatch, police, fire and record management systems; and

WHEREAS, the County has purchased and provided a central facility to accommodate the consolidation of public health and safety communications for the County; and

WHEREAS, the Parties are each empowered by law to staff, maintain, and operate public buildings and related facilities for the purposes of public health and safety communications, all of which are proper "governmental functions and services" as defined in the Act; and

WHEREAS, the Parties desire to operate and maintain a consolidated county-wide public health and safety communications facility (hereinafter referred to as the "System"), and to provide an orderly method for the accomplishment thereof; and

WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this agreement.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

Section 1. Purposes

The purpose of this agreement is to provide for the establishment, operation and maintenance of a consolidated County-wide communications system (hereinafter, the "System") by constructing, equipping, staffing, maintaining, and operating a facility or facilities which provide call receiving and dispatching services to the Parties and members of the RBO, by providing computers, radio systems and other equipment , and by further providing the System to the Parties. A description of the initial System is attached hereto as Exhibit "A".

The System will be provided to (i) the Cities, (ii) the County, and (iii) to other governmental entities, volunteer fire departments, EMS providers or other persons providing public health and/or safety services with the County to serve as the contract party for all such persons. Other services may be provided to other entities so long as there is no degradation of public health and/or safety services. Contracts may further be entered as provided in Section 4B regarding the extension of services beyond those rendered to the contracting Parties, as part of the authorized purposes hereunder.

This agreement also establishes and provides a forum for discussion, study, development and implementation of programs and services of mutual public health and safety communications interest.

This agreement is made pursuant to and under the provisions of the Act relative to the joint exercise of powers common to the County and the Cities.

Section 2. Designation of System Operator

Pursuant to and under the provisions of the Act, the Parties hereby appoint the County to serve as system operator. In that regard, the County shall have overall responsibility for System quality. The Parties acknowledge that System quality is subject to cost efficiency and budget constraints, and that various sections of this agreement impose requirements related to budget approval.

As System operator, the County shall provide staff (as employees of the County) who shall be responsible for:

- A. Training;
- B. System Dispatch and Operations;
- C. System Maintenance;
- D. Undertaking such other duties as may be required by the System Board of Directors (as defined below).

It is understood that the staff responsible for such functions, unless expressly otherwise authorized herein, shall be employees of the County. Salaries and benefits for all such persons shall be subject to the budget approval process set forth in Section 6 hereof.

Section 3. Governance

A. Board of Directors

The County and the Cities hereby establish a Board of Directors (the "Board"), for the System, and delegate to the Board the responsibility to make policy for the System. In carrying out its responsibility, the Board shall be subject to the following standards:

1. The System shall be intended to provide comprehensive health and safety communications coverage to all citizens of the County.
2. All System components shall be compatible with each other.

(NOTE: See last sentence of Section 8 which reads, "All system components must be approved by the System Director to confirm compatibility with the System prior to the purchase of the same.)

3. The choice of System components and the operation and maintenance of the System shall be based upon cost efficiency (including budget constraints) and effectiveness, and upon a desire to establish appropriate response to the health and safety needs of the citizens of the County.
4. The Parties acknowledge that System quality is subject to cost efficiency and budget constraints, and that various sections of this agreement impose requirements related to budget approval. These limitations shall not diminish the County's overall responsibility for the System.

The System shall be governed by the Board as to those decisions reserved to the Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for his or her such specific decisions, all other aspects of System governance are reserved to the County. Each of the four Cities and the County (representing the County as a whole) shall have one seat on the Board. Each City's seat shall be filled by the City Manager of such City or his or her alternate. The County's seat shall be filled by the County Judge or his or her alternate. A Board member shall cease to be a Director if he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of their respective alternates. The Secretary shall notify each Party of the designation of the other Parties' representatives and maintain an updated list of all Directors, alternates, and the entities they represent. Each of the City Managers and County Judge shall name his or her own alternate.

An alternate shall have the authority to vote in the name and stead of the person appointing the same. Alternates shall only be appointed in writing, and shall only have authority for the particular meetings for which appointment was made. Attendance by any regular Board Member (i.e., County Judge or City Manager) at a meeting shall, without the necessity of further action, revoke the authority given to any alternate of such regular Board Member with regard to such meeting. The appointing Board Member(s) shall have the right to change or revoke appointment of his or her designated alternate at any time.

The Act of at least three Board members shall be deemed the act of the Board, except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1. and Section 10). The parties intend by this Section to require three votes to approve any matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute an act of the Board). Different voting requirements are set out in those specific circumstances referred to in Sections 4.C.1., 6.C.1., or 10.

1. Officers of the Board of Directors

(a) Designation of Officers

The officers of the Board shall be the Chair, the Vice-Chair, and the Secretary.

The office of Chair shall be the County Judge. The System Director (or, in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the Board. The office of Vice-Chair shall be rotated on an annual basis, at the first meeting of each fiscal year based on the following rotation, which shall continue through the term of this agreement:

FISCAL YEAR	VICE-CHAIR
19-20	Killeen
20-21	Belton
21-22	Harker Heights
23-24	Temple

For all years after fiscal year 2023 – 2024, the same rotation shall be maintained.

(b) Duty of Officers

(1) Chair and Vice-Chair

The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair.

(2) Secretary

The Secretary will give notice of regular meetings to the Board at least fifteen (15) calendar days in advance of the scheduled date. The Secretary will deliver the agenda and supporting documentation to each Board member at least three (3) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the System Board in the manner required by law, if any, and keep minutes of Board meetings.

In calculating "calendar days" the number of days shall include both the first day and last day of the period in question, and all days in between, regardless if weekends or legal holidays or otherwise (i.e., 20 calendar days from March 1 shall be March 20).

B. Auditor of the System

The County Auditor shall serve as Auditor for the System. Allocated costs for these services shall be a part of the System budget. The County Auditor shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the System. The County Auditor will assist the System Director in developing the annual budget and maintaining accurate fiscal projections and accounts for the System.

The Board may hire an independent auditor or financial consultant in the event of a conflict of interest between the County Auditor and Board on a particular matter, or otherwise as desired by the Board.

The County Auditor shall report to the Board, and be responsible to the Board, in the conduct of his or her duties as they relate to the System.

The County Auditor shall establish the budget format for the System, establish and maintain particular funds and accounts, and furnish monthly revenue, expenditures, and funds status to the Board and Commissioners Court. In carrying out such functions, the Auditor shall follow generally accepted accounting principles applicable to the County. The Auditor shall make System books and records available to the Board, and to the public to the extent required by law.

C. Attorney for the System

The County Attorney shall be the Attorney for the System. Allocated costs for these services shall be a part of the System budget. The Attorney shall advise the Board in connection with any legal matters relating to the System, and shall attend meetings of the Board as required to carry out his or her duties.

The Board may hire outside legal counsel in the event of a conflict of interest or otherwise as desired by the Board.

The System Attorney shall report to the Board, and be responsible to the Board, in the conduct of his or her duties as they relate to the System.

D. System Director

The System Director shall be appointed by the County Judge, in the manner required by Section 4.C.4. However, the County Judge shall seek the advice and counsel of the Board before making an appointment. The Director shall attend all meetings of the Board as an advisory member. The Director shall be an employee of the County. The Director shall be responsible for all operational and personnel matters relating to the System. In particular, the Director shall:

1. enforce strict compliance with the approved annual System budget and approve only expenditures authorized therein;
2. maintain an inventory of all property of the System and serve as custodian of the property;
3. have overall responsibility for the operation and maintenance of the System, subject to the specific authority retained herein by the Board, and the general supervisory authority of the County;
4. serve as Secretary of the Board of Directors and of the RBO.
5. establish and maintain the Standard Operational Procedures for the System.
6. provide reports to the Board, to include, but not limited to:
 - a. Notification to the Board of any emergency expenditures needed for the System within 7 days, or as soon as practicable.
 - b. Monthly member event count reports
 - c. Notifications as might be required by Section 4.F.

The Director may establish user committee(s) to assist Director in the maintenance and operation of the System.

E. Regulatory Board of Operations

An advisory entity will be created, subordinate to the System Board (Board of Directors), which is to be known as the Regulatory Board of Operations (hereinafter referred to as the "RBO"). Membership will be comprised of the chief officer or designee of each public safety agency receiving communications services from the System. Each public safety agency will notify the Secretary of the RBO of the names of their respective Chiefs or designees. The public safety agencies participating on the RBO include, but are not limited to the following:

-AMR Ambulance Service

- Acadian Ambulance Service
- Bartlett Police Department
- Bartlett Volunteer Fire Department
- Bell County Constable Office Pct. 1
- Bell County Constable Office Pct. 2
- Bell County Constable Office Pct. 3
- Bell County Constable Office Pct. 4
- Bell County Attorney's Office
- Bell County District Attorney's Office
- Bell County Emergency Management
- Bell County Sheriff's Department
- Bell County Fire Marshall
- Belton Police Department
- Belton Fire Department
- Central Texas College Police Department
- Harker Heights Police Department
- Harker Heights Fire Department
- Holland Police Department
- Holland Volunteer Fire Department
- Killeen Police Department
- Killeen Fire Department
- Killeen Independent School District Police Department
- Little River/Academy Police Department
- Little River/Academy Volunteer Fire Department
- Morgan's Point Resort Police Department
- Morgan's Point Resort Volunteer Fire Department
- Moffat Volunteer Fire Department
- Nolanville Police Department
- Nolanville (Central Bell) Volunteer Fire Department
- Rogers Police Department
- Rogers Volunteer Fire Department
- Salado Police Department
- Salado Volunteer Fire Department
- Southwest Bell Volunteer Fire Department
- Sparta Volunteer Fire Department
- Temple College Police Department
- Temple Police Department
- Temple Fire Department
- Texas A&M Central Texas Police Department
- Troy Police Department
- Troy Volunteer Fire Department
- University of Mary Hardin-Baylor Police Department

The entities or departments listed above and not a part of the County or the four Cities are referred to as the "Rural RBO Members". The Fort Hood Public Safety and Fire Departments and Bell County Communications Center Medical Director may also attend as a contributor (non-voting) to the RBO. Other entities that provide health or safety services in the County may participate in the RBO upon the approving vote of the RBO Board.

1. RBO Board

(a) Board Members

The voting body of the RBO (hereinafter, the "RBO Board") shall consist of eleven (11) members, chosen as follows:

- One (1) member shall be the Bell County Sheriff
- Eight (8) members shall be the Fire Chief and Police Chief from each of the four Cities.
- Two (2) members (one being a fire chief and one being a chief law enforcement officer) shall be elected by the Rural (i.e., non-City) RBO Members

In voting for the Rural RBO Board Members, each Rural RBO department shall have one (1) vote.

RBO Board Members shall be elected or appointed annually, to coincide with the System's fiscal year.

(b) RBO Board Officers

The RBO Board shall elect their Chair and Vice-Chair to conduct the business of the RBO in the first meeting of each fiscal year. Each officer will name his or her own alternate.

In the event that the Chair or Vice-Chair ceases to be an employee of their respective agency, they will cease to be a member of the RBO Board, and the resulting vacancy shall be filled by the entities which originally elected or appointed such RBO Board member at the next regularly scheduled meeting which follows the occurrence of the vacancy.

(c) Duties of Chair and Vice-Chair

The Chair shall preside at meetings of the RBO Board. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair. The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all meetings of the RBO Board.

(d) Secretary

The System Director (or in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the RBO Board. The Secretary shall send notice of meetings of the RBO Board to its members, and shall keep minutes of the meetings. The Secretary will deliver the agenda and supporting documentation to each RBO Board member at least seven (7) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the RBO Board or RBO Committees in the manner required by law, if any, and maintain the minutes of committee meetings.

F. Meetings of the System Board of Directors, RBO and RBO Board

1. Meetings of the System Board of Directors

The Board shall conduct regular meetings on the last Thursday of every odd numbered month. The first meeting after the start of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Board Chair.

The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A called Board meeting shall be called upon the request of the Chair or any two (2) Board members, with the persons calling the meeting setting the date and hour thereof. Absent an emergency, the Secretary of the Board shall give each Board member at least three (3) calendar days notice of any specially called Board meeting, such notice to set out the date, time, place, and proposed subject matter of the meeting.

The location for the conduct of meetings shall be as determined by the Board, and shall be the System's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair, and notice of System Board meetings shall be posted in compliance with applicable law.

2. Meetings of the RBO Membership and RBO Board

The RBO membership (including the RBO Board) shall conduct regular meetings, holding at least one regular meeting every odd numbered months unless the RBO Board determines otherwise. Unless otherwise agreed by the RBO Board, regular meetings of the RBO Board shall be bi-monthly on the last Monday of each odd numbered month. The RBO Board may provide for additional meetings as needed depending upon the pressure of business and as may reasonably be requested by the Chair of the RBO Board, or by any two members of the RBO Board. The date and hour of any regular meeting shall be scheduled by order of the Chair of the RBO Board, a copy of the order to be filed with the Secretary of the System Board of Directors. Absent a contrary decision by the Chair of the RBO Board the location for the conduct of the meetings shall be the System's central dispatch building. Absent an emergency, the Secretary of the RBO shall give at least three (3) calendar days' notice of each RBO meeting to the members of the RBO.

Only the RBO Board shall have voting rights as to any matter before the RBO, and any vote of the RBO Board shall be deemed taken on behalf of the RBO as a whole. A majority of the RBO Board shall constitute a quorum of the RBO Board, and the vote of a majority of RBO Board members present at a meeting at which a quorum is present shall be binding.

The RBO Board may designate subcommittees for technical or advisory projects, but subcommittees shall only make recommendations or provide advice to the RBO Board, and the RBO Board must approve subcommittee recommendations.

3. Meeting Rules

The System Board and the RBO Board shall adopt rules for conducting their respective meetings and other business.

4. Minutes

The Director (or in the absence of the Director, the designated member of the Director's staff) shall keep minutes of regular, adjourned regular and special meetings of both the System Board and the RBO Board. A copy of the System Board minutes and RBO Board minutes shall be provided to each System Board member, the System Director, and to each RBO member.

5. Quorum

A majority of the System Board determined per capita constitutes a quorum for the transaction of business by the System Board. A majority of the RBO Board determined per capita constitutes a quorum for the transaction of

business by the RBO Board.

6. Representation of the Regulatory Board of Operations

The Chairperson of the RBO Board will represent the RBO on the Board of Directors. The RBO chair shall be a non-voting member of the System Board of Directors, and shall attend all meetings of the System Board.

7. Voting

For purposes of this Agreement, "per capita" means that each City and the County shall have one vote each. "Majority in interest" means a group of Cities and/or the County whose "use percentage" (shown on Exhibit B) exceeds in the aggregate more than fifty percent (50%) during the year at which such vote is taken.

Section 4. Powers and Duties

A. Authority of the County

In accordance with the provisions of the Act, the Parties hereby delegate to the County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain, operate and lease, real and personal property (whether tangible or intangible), and related facilities (all being a part of the System) and to employ personnel or engage the services of others, for the purpose of providing for public health and safety communications in the County. It is the intention of this paragraph that the County have complete authority to carry out all activities related to the System, subject to the approval of the Board or the other Parties only if such approval(s) are expressly set out elsewhere in this agreement.

In carrying out its responsibilities, the County shall be subject to the same standards set forth in the first paragraph of Section 3A. As the provider of the System, the County shall endeavor to meet desired quality standards established by the Parties hereto, also taking into account cost efficiency, System effectiveness, budget constraints, and System compatibility.

The County is authorized in its own name to perform all acts necessary for the establishment, operation, and maintenance of the System, including, but not limited to, any or all of the following:

1. to make and enter into contracts, it being understood that all contracts regarding the System shall be entered in the name of the County unless the Board determines otherwise;
2. to employ or engage the services of agents, independent contractors, and employees;
3. to acquire, construct, manage, maintain and operate any buildings, works, improvements, equipment, or other real or personal property

(whether tangible or intangible);

4. to acquire, hold, lease, or dispose of property;
5. to incur debts, liabilities or obligations, provided the same shall be obligations of the County, with the only financial obligations of the Parties being as set forth in Section 6 or Section 10 hereof (or at the option of the Parties, as set forth in Section 8 hereof);
6. to receive gifts, Assessments and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;
7. to provide or contract for communications services to or with non-public agencies or other entities not a Party hereto;
8. to carry out the policies of the Board.

Such powers shall be exercised in the manner provided in the Act and as expressly set forth in this agreement. The County shall not carry out any activities contrary to the authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved to the Board herein but it is further understood that the Board's sole authority in regard to the System is as set out in Section 4C, or as otherwise expressly reserved to the Board herein.

The County is hereby authorized to exercise its powers as needed to implement the purposes of this agreement. The County is empowered and by this agreement authorized to assess the Parties to finance the entire operation and maintenance of the System in the manner set forth in this agreement.

B. Communication Services to Other Agencies

Upon the approval and recommendation of the Board of Directors, the County may provide dispatch or other communication services to private agencies and/or public agencies not a Party to this agreement, so long as there is no degradation of services to the public health and/or safety. Such service shall be evidenced by contract or interlocal government agreement.

The County shall establish the amount of charge for the service. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular agency, both annually and for prorated periods thereof.

C. Authority of the Board of Directors

The Board of Directors, as the governing and administrative body of the System, shall exercise the following authority:

1. The Board shall recommend the annual System budget and provide

a copy of the proposed budget to the Cities and the County by each May 1 for the following fiscal year beginning each October 1, provided, the final budget shall be adopted by the County. In that regard, should any member of the Board request the same, the Board shall recommend an annual System budget by vote of a majority in interest (in the same manner referred to in Section 3.F.7) and not by a per capita vote.

2. The Board shall review System expenditures.
3. The Board shall consider the recommendations of the RBO.
4. The County Judge shall appoint the System Director. In making the appointment of the System Director, the County Judge shall seek advice and counsel from the Board.
5. The Board shall approve the provisions of communications services to any entities not a Party to this agreement, provided, the County shall ultimately approve the same and be the contract party for such agreements.

D. Advisory Authority of the RBO

The RBO shall review all Standard Operational Procedures (SOP), programs and situations and make recommendations as they pertain to the dispatch of police, fire and EMS services. If applicable, the RBO will consider User Committees' recommendations. At the request of the Board or the System Director, the RBO shall respond to requests for information, research and investigations.

E. User Committees

User Committees members and chairs will be appointed by the RBO Board. The Committees will be open to personnel directly employed by agencies represented in this agreement, and will be representatives of the particular discipline being considered by that committee. User Committees will make recommendations on proposed SOP. User Committees should be comprised of individuals with expertise or experience in that discipline. The System Director or his designee shall be a member of each Committee.

F. Member Duty to Notify of Protocol Changes

All members have the right to change, alter, or otherwise modify their respective protocols relating to any matter associated with the operation and response of their first responder agency. However, with respect to any changes, alterations, or modifications that have the potential to impact event counts attributable to that member, said member shall notify the Director within 7 days of any changes, alterations, or modifications. The Director shall then notify all the members within 7 days.

Section 5. Facility

The County is empowered to purchase, lease or otherwise obtain the use of an existing facility or build a new facility for the purposes of locating and establishing the consolidated communications center, all at the County's expense. The center proper shall include at least the following: (1) dispatch area; (2) supervisors and management administrative offices, including Director, operational and technical managers, clerical, computer resource and reception office space; (3) radio equipment room; (4) computer/telephone/recording equipment room; (5) storage for inventory, supplies and records; (6) locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-purpose classroom, conference room and emergency operations center.

All equipment and materials within the facility will be supported and maintained through an annual operational budget. All new equipment or materials used as part of the "System" will be owned as set forth Section 8.

The Parties agree that this shall not be a contract for the financing or acquisition of any of the assets comprising the System, including the center.

Section 6. Fiscal Year and Annual Budget

A. Fiscal Year

The System's fiscal year shall be the twelve month period commencing each October 1, and ending the following September 30.

B. Annual Budget

1. The System shall operate only under an approved fiscal year budget. The System may not operate at a deficit. The Parties shall pay for the entire costs of operation and maintenance of the System, with annual System expenditures determining the total amount of assessment required.
2. From the date of this Agreement through the end of fiscal year ending September 30, 2020, the assessments and Assessments shall be as set forth in Exhibit "B".
3. Each annual operating budget shall include a reasonable reserve contingency. Money may be expended from this reserve only with the express approval of the County. The unspent portion of the reserve shall be carried forward to the next fiscal year (in addition to the reserve Assessment for each such fiscal year). The Auditor shall periodically report to the Board on the amount on deposit in such fund, how the same is invested, and how it is being expended.
4. The total assessment against each of the Parties will be reduced by revenue from entities not a party hereto (i.e., not otherwise expensed to serve the System), by unexpected or unencumbered funds

available at the end of each fiscal year prior to the year for which the budget is applicable, or by other revenues available to the System (in excess of amounts required by the budget) as of the date such budget is determined. In that regard, the Parties acknowledge that the County shall have the right to deny service to entities other than the Cities unless such entities agree to pay a share of System assessments. In that event, before any such entity becomes a "Party" hereto, the same shall require those approvals referred to in Sections 13 and 14 hereof.

5. In the event that emergency expenditures are required to maintain System integrity in excess of amount budgeted therefore, the County is authorized to incur the same first from the reserve, and second from other funds available to the County. The budget for the next fiscal year shall include amounts to restore such reserve fund, or to reimburse the County for any unreimbursed expenditures, respectively.
6. The budget shall be recommended to the County for each fiscal year on or before May 1st prior to the beginning of such fiscal year. A copy of the System budget and each Party's assessment shall be delivered to each Party immediately after the System budget is adopted.
7. Notwithstanding that the County is solely responsible to pay all Capital Costs each year's System budget shall state those Capital Costs the County anticipates it will incur during the same following budget year.

For the purposes of this agreement, "Capital Costs" shall mean all costs incurred by the County for assets having a useful life of longer than one year from the date of acquisition and have a dollar value greater than \$100,000 or that are associated with the communication center building or backbone, regardless of the dollar value. The backbone consists of the server room, the equipment at the tower sites and the symphony consoles. Examples of building and backbone assets include, but are not limited to, HVAC, UPS, parking lots and dispatch consoles. The County shall determine which costs are "Capital Costs" which benefit the System in accordance with generally accepted accounting principles.

8. The Parties hereby agree that payment of the assessments shall fairly compensate the performing Parties (including the County) for the services or functions performed hereunder, as provided in the Act.
9. As provided in Section 4.C.1, the System budget for each fiscal year must be recommended by the System Board, but be finally approved by the County. In that regard, the County shall have discretion to

follow its normal budget process as it would for any unit of County government, including the authority to adopt the final budget notwithstanding contrary recommendations of the Board. The County may make adjustments to the budget during any year if required to maintain System integrity.

C. Budget Elements

Each Party hereby agrees to pay an amount equal to its Assessment, as based upon the assessment percentages as described in Exhibit "B."

The County shall be responsible for all capital expenditures, as may be necessary to accomplish the purposes set forth in this Agreement for a consolidated communications system.

1. Payment of Assessments

Upon adoption of the fiscal year budget by the County and the forwarding thereof to the governing bodies of the Parties by the Board Secretary, unless otherwise specified by the order of the Board, the Assessments as described in Exhibit "B" are automatically due and payable without further notice as follows:

October 15	25% of total Assessment
January 15	25% of total Assessment
April 15	25% of total Assessment
July 15	25% of total Assessment

In the event funds are not available as needed, the County shall advance necessary funds as with any other division of County government.

Amounts advanced by the County shall be deemed System expenditures, to be reimbursed by all Parties in the next assessment due after each such advance is made.

Assessments shall be payable only from current revenues of each Party, as provided in the Act. Each Party agrees to provide in its annual budget for current revenues to be available in an amount adequate for that Party's Assessment for the same fiscal year.

At least annually, the Director shall present a cost of service study to the Board showing annual System costs as compared to budgeted line items.

A five (5)% late charge shall be imposed upon Assessment payments not received within thirty (30) calendar days following the scheduled dates for payment. An additional five (5)% shall be imposed if payment is not made within an additional thirty (30) calendar days. If an Assessment, including late charges, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Party shall be in default and subject

to termination upon the vote of a majority in interest (determined in accordance with Section 3.F.7) of the other members on the Board. The late Party shall not have the right to vote, or be counted in determining a majority in interest.

D. Budget Authority of Director

The Director for the System has the power fully to implement the approved budget. However, the Director may not exceed the personnel staffing authorized in the budget, either in number, position, classification or salary. In addition, the Director may not exceed any line item, utilize the reserve contingency, or exceed the total amount of approved budgeted expenditures without the approval of the County.

The Director may recommend expenditures for approval separate from the budget process, in which case the further recommendation of the Board and approval by the County is required prior to any actual expenditure. The Director may also seek authorization from the Board, and subsequently the County, for budgetary transfers or budget adjustments as necessary.

Section 7. Personnel

A. Director

The Director is authorized to act on the behalf of the Board and the County in all matters of personnel administration, given the positions and funding authorized by the County in the annual System budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions and terminations.

The County shall establish employment conditions and regulations, including policies and procedures. Insofar as the staff will be County employees, the Personnel Handbook shall be consistent with County employment policies.

System personnel shall be subject to grievance or other personnel procedures applicable to County employees.

B. Supervisory and Operations Positions

The County shall employ supervisory and operations staff as approved in each System budget. All such persons shall be employees of the County. All positions must be recommended by the Board as part of the System budget process, and provided for in the annual System budget adopted by the County. The County may utilize the services of the personnel director of any of the Parties to create any needed class specifications, job descriptions, or address other personnel matters.

C. Salaries and Benefits

The Board shall recommend, and the County shall determine, the salaries of the System staff as part of the budget process. Employee benefits shall be determined in accordance with the County's employee benefit plan for persons making such salaries.

Section 8. Capital Assets and Acquisitions

Except as provided below, this agreement shall not be construed to require sharing of any capital costs whatsoever. The Parties intend:

1. To share the costs of operating and maintaining the System, but
2. The County shall be responsible for system capital costs, save and except capital System improvements initiated by any other party.

The County shall acquire and be the owner of the initial System, provided, the City of Temple shall acquire and own the initial Intergraph Public Safety Contract and related assets (with such assets and contract to be dedicated exclusively to the System, and to be a part of the System throughout the term of this agreement). Thereafter capital assets shall be acquired in the name of, and at the expense of the Cities or the County, as each such purchasing Party shall determine from time to time. No new capital assets will be acquired which would not be compatible with the System at the time of acquisition.

The County will determine what communications equipment is necessary to operate and maintain the System and be responsible for any equipment expense with a dollar threshold of more than \$100,000 or that is part of the communication center building or backbone.

Each Party shall have the right to add components (the "Separate Components") to be used by such Party along with the System, but such Separate Components (a) shall not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree, and (b) must be compatible with the remainder of the System.

All System Components must be approved by the System Director to confirm compatibility with the System prior to the purchase of the same.

Section 9. Term of Agreement

This agreement shall be effective from the date of execution and shall extend to September 30, 2025. This agreement shall continue in full force and effect thereafter, provided any Party may withdraw on two years notice as provided in Section 10 B, or a Party may be terminated as provided in Section 10 A.

Withdrawal or termination of any Party shall not have the effect of terminating this agreement as to the remaining Parties. Should a Party withdraw or be terminated, the Assessment percentages of the remaining Parties shall be adjusted to take into account such withdrawal or termination.

Section 10. Termination or Withdrawal

A. Termination

Each Party shall remain a Party to this agreement and share in the costs of operation and maintenance of the System until the end of the Term applicable to such Party (being the latter of (a) September 30, 2025, or (b) the period which is two years after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on payment of any Assessment, or otherwise breaches this agreement, such Party shall be subject to termination as a Party to this agreement upon the vote of a majority in interest (determined in the same percentage as set forth in Section 3.F.7) of the other Parties. The breaching Party shall not be entitled to vote on its own termination, or be counted in determining a majority in interest. The terminated Party shall remain liable for any defaulted payment and late charges for the period ending on the last day of the fiscal year after the fiscal year in which the breach occurred. Such subsequent Assessments will be determined as if the terminated Party were still a Party to the agreement at the same Assessment rate in effect at the date of termination. The Assessment will be due and payable at the same time Assessments are due from the remaining Parties for the fiscal years in question.

The remaining Parties shall attempt to mitigate the damages caused by termination by either obtaining other "Parties" hereto, or by reducing System expenses, but until any mitigation actually occurs the terminated Party shall remain liable for its assessment in full for the remainder of the Term. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Parties.

All Parties agree that the System is configured, and System expenditures are committed, on the understanding that all Parties will remain "Parties" at least until the end of the Term, and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

B. Withdrawal

A Party may give notice of withdrawal as a Party to this agreement without penalty provided such withdrawal shall not be effective prior to September 30, 2025, and withdrawal shall be effective only upon two (2) year's written notice to the other Parties. Such withdrawing Party shall perform all obligations under this agreement until the effective date of withdrawal.

C. Legal Redress

The County shall have the right to seek legal redress, if necessary, to obtain payment on amounts due, or otherwise to enforce the terms of this agreement.

D. Use of System and System Assets

Upon termination or withdrawal:

1. Any withdrawing or terminated Party shall no longer receive services from the System after the effective date of termination or withdrawal. The "effective date of termination" shall be the end of the applicable period in Section 10A(i) or (ii). The effective date of withdrawal is defined in Section 10B.
2. The withdrawing or terminating Party shall leave as part of the System (i) those assets owned by it, (ii) previously used as part of the System, and (iii) which the remaining Parties desire to use as part of the System. If the remaining Parties desire to use any such assets, they shall purchase the same at the then current book value from the withdrawing or terminating party. If such a purchase occurs, an offset may be taken of (i) any amount owed by the withdrawing or terminating Party hereunder against (ii) the amount paid for such assets, said offset to be taken at the time of the purchase.

E. Review of Agreement

A review of this agreement will occur annually during each annual budget process.

Section 11. Dissolution

This Agreement may be terminated in its entirety only on or after _____, , and then only with the unanimous consent of the Parties. Dissolution shall only be effective upon the last day of the fiscal year, but shall in no event be effective until the requirements of Section 12 are met. Any individual Party may withdraw as provided in Section 10 B.

Section 12. Disposition of Assets

A. Process of Winding Up

This agreement may not be terminated or disposition of assets made to the Parties to the agreement until the County reasonably exhausts all means of collecting any monies due hereunder, and identifies and satisfies all obligations and liabilities related to the System. A final accounting shall be prepared by the Auditor, and be submitted to the County and the Board and be approved by both the County and the Board, before any final disposition of assets may be made and termination of the agreement consummated.

B. Asset Distribution

Upon termination the Parties shall retain title to those assets purchased in their individual names. As to any capital assets purchased in common and as to any monies held in System accounts, such capital assets and monies shall be distributed according

to the relative assessments paid by the Parties during the five years immediately preceding termination.

Section 13. Amendment to Agreement

The agreement may be amended only by a unanimous vote of the Parties hereto as of the date of the Amendment. Any proposed amendment shall be formally directed to the Board. The Board shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each Party to the agreement. A proposed amendment must be approved by the governing body of each Party to be effective. The Secretary shall notify each Party of the resultant action.

Section 14. Additional Parties to Agreement

Entities which are not Parties in this agreement, may become Parties hereto only by amendment to this agreement as defined in Section 13 and subject to the following terms and conditions:

A. Buy-in

A new Party's assessment shall be determined by formula approved by the Board. Any Parties incurring capital costs for the System (anticipated to be solely the County) shall determine the capital portion of any buy-in fee for long term fixed assets used in the System (capital expenditures) and associated debt attributed to the System at the time of the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties which previously incurred capital costs for assets used as part of the System, in proportion to the costs paid by such Parties.

The Board may determine as an additional component of any buy-in fee a charge to be made for the new Party's assuming the use of the operating System.

B. Effective Date

The effective date of the amendment to this agreement and inclusion as an additional Party shall only occur on the first day of any fiscal year. Such public agencies that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto and may appoint one RBO Board member for each new Party and a representative to the RBO Board as defined in this agreement.

Section 15. Street Use License

Each City hereby grants to the County a non-exclusive license to use the public roads, streets, alleys, and rights-of-way of such City where the System is to be located. This license shall be granted within each City so long as any Party is making use of the System, notwithstanding the City granting such license may no longer be a party to this agreement. This license is subject to any applicable City Charter limitations as to each City. Each City reserves the right to oversee construction and maintenance of the System within its City limits with regard to safety concerns or code requirements of such City. Each City shall determine, in cooperation with the County, the location of the

System within such City. Such license is granted to allow, and limited to, all Parties to this Agreement having authority to carry out the intents and purposes of this Agreement, including but not limited to the right to install, remove, operate, maintain, modify, move (but only with the consent of the City) or otherwise use the System. In consideration of the public benefit to be derived by each City from the provision of the System, each City agrees not to assess or impose any fee for any use of the System in furtherance of the Agreement and in conformance with this limited license.

This license is not a franchise, nor is it intended to give any third parties (whether profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the System for any purpose other than contemplated herein by the parties. Each City reserves the right to require a franchise agreement from any user of the System not a party to this Agreement.

Section 16. Severability; Compliance with Applicable Law

Should any part, term, portion or provision of this agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby. The Parties further intend for this Agreement to be modified to comply with any applicable state or federal law (should it be determined not to be in compliance), and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Parties intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof, or change the way in which any party is required to pay its share of assessments; (i.e., the Parties will remain bound hereunder, subject to such modified terms).

In carrying out its obligations hereunder, the County shall follow those laws applicable to Texas counties.

Section 17. Force Majeure.

(a) If for any reason of "force majeure" any of the Parties hereto shall be rendered unable, wholly or in part, to carry out its obligations under this agreement, other than the obligation of the Parties to make the payments required under the terms of this agreement, then if such party shall give notice and the full particulars of such reasons in writing to the other Parties within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such "force majeure", shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders or actions of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, or canals or other structures or machinery, on

account of any other cause not reasonably within the control of the Party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by receding to the demand of the opposing parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

(b) No damage shall be recoverable from the County or the Cities by reason of the causes above mentioned.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

City of Belton, Texas

BY: _____

City of Harker Heights, Texas

BY: _____

City of Killeen, Texas

BY: _____

City of Temple, Texas

BY: _____

Bell County, Texas

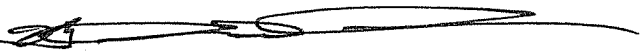
BY:  _____

Exhibit "A"

The System shall be comprised of the following:

- (1) Communications Center building located at 708 West Avenue O, Belton, Texas (referred to in Section 5 of the Agreement).
- (2) Fiber Optic Backbone.
- (3) 800 MHZ radio system.
- (4) Computer Aided Dispatch equipment and software.

Exhibit "B"

- (1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, 2020 shall be used to establish assessments for the 2021-2022 fiscal year.

- (2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.
- (3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

Estimated assessment percentages and County Base Assessments for fiscal years 2020-2021 are as follows:

**actual events, subject to annual review*

Law Enforcement Count 2020 Calendar Year				
Assessment			Proposed	
Based on Usage %	Usage x 50%	2021-2022 Budget		
Killeen	35.82	17.910	1,700,502.00	
Temple	22.10	11.050	1,049,165.00	
Harker Heights	8.40	4.200	398,778.00	
Belton	6.95	3.475	329,941.00	
Bell County	26.73	13.365	1,268,968.00	
Bell County		50.000	4,747,355.00	
Total	100.00	100.000	9,494,709.00	
<i>Bell County Total</i>			<i>6,016,323.00</i>	
	2020-2021 Approved Budget	2021-2022 Approved Budget	Incr. (Decr.) FY21 to FY22	
Killeen	1,520,395.43	1,700,502.00	180,106.57	11.85%
Temple	1,078,736.96	1,049,165.00	(29,571.96)	-2.74%
Harker Heights	391,302.01	398,778.00	7,475.99	1.91%
Belton	328,471.94	329,941.00	1,469.06	0.45%
Bell County	1,300,952.16	1,268,968.00	(31,984.16)	-2.46%
Bell County	4,619,858.50	4,747,355.00	127,496.50	2.76%
Total	9,239,717.00	9,494,709.00	254,992.00	
<i>Bell County Subtotal</i>	<i>5,920,810.66</i>	<i>6,016,323.00</i>	<i>95,512.34</i>	<i>1.61%</i>
<i>Special Projects</i>	<i>215,000.00</i>	<i>175,000.00</i>	<i>(40,000.00)</i>	
<i>Bell County Total</i>	<i>6,135,810.66</i>	<i>6,191,323.00</i>	<i>55,512.34</i>	



COMMUNICATIONS SYSTEM AGREEMENT AMENDMENT

RS-21-097

July 6, 2021

Background

- In May 1998 the cities of Belton, Harker Heights, Killeen, and Temple, along with Bell County entered into a system agreement for the purpose of operating and maintaining a consolidated communications system.
- The Bell County Communications System Board of Directors (E-Board) discussed proposed amendments to the agreement over the course of more than a year.

Proposed Amendments

- The proposed amendments include:
 - ▣ Regulatory Board of Operations (RBO) Board voting member increase from 7 to 11 with Police & Fire Chiefs now listed as voting members
 - ▣ Updated System Board & RBO Board meeting schedule
 - ▣ Include due date of System budget to the cities and county of May 1st for FY beginning October 1st

Alternatives

4

- ❑ Decline the amendments and be out of compliance with Bell County Communications
- ❑ Approve the amendments to the Bell County Communications System Agreement

Recommendation

5

- Staff recommends that the City Council approve the requested amendments to the Communications System Agreement with Bell County



City of Killeen

Legislation Details

File #: RS-21-098 **Version:** 1 **Name:** Redistricting Services
Type: Resolution **Status:** Resolutions
File created: 6/18/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution approving an Interlocal Cooperation Contract between the City of Killeen, City of Temple, Temple Independent School District, and Bell County engaging Bickerstaff Heath Delgado Acosta to perform redistricting services in relation to the 2020 Census.
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Proposal](#)
[Contract](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

FROM: Kent Cagle, City Manager

SUBJECT: Interlocal Cooperation Contract for Redistricting Services

BACKGROUND AND FINDINGS:

Every ten years, the U.S. Census Bureau conducts a census to determine the number of people living in the United States. That information is used by federal, state, and local governmental entities to draw their voting boundaries. "Cities with single-member voting districts, such as Killeen, are constitutionally required to draw their single-member voting districts so that each district has equal or nearly equal population and complies with the Voting Rights Act.

On March 19, 2021, representatives of Killeen, Temple, and Bell County interviewed law firms with expertise in leading the joint redistricting efforts of cities, counties, and school districts. The law firm of Bickerstaff Heath Delgado Acosta ("Bickerstaff") was selected as the firm having the most experience. While each entity has different redistricting needs and timelines, there are aspects that can be coordinated among the entities to allow the community to benefit from economies of scale and efficiency. Bickerstaff has experience successfully coordinating joint redistricting efforts in multiple communities including Bexar County, the City of San Antonio, and Alamo College District; Brazos County, the Cities of Bryan and College Station, and Bryan ISD; and Galveston County, the City of Galveston, and Galveston ISD.

Bickerstaff will provide an initial assessment to determine whether Killeen's districts are out of balance and will require rebalancing to comply with state and federal legal requirements. If the districts are out of balance, Bickerstaff will work with the City to develop a redistricting process that allows the redrawing of boundaries in compliance with state and federal law and with appropriate public input. A redistricting plan will also be developed to adjust the district boundaries and bring them into "one person - one vote" balance.

Under the proposed Interlocal Cooperation Contract, each entity will solely direct and supervise Bickerstaff's work on that entity's redistricting plan. The County will be the contracting agent and contract administrator, but each entity is responsible for paying their own costs.

THE ALTERNATIVES CONSIDERED:

1. Leave the voting districts the same and be out of compliance with the state and federal requirements.
2. Seek redistricting services without regional cooperation.
2. Enter into an Interlocal Cooperation Contract with Bickerstaff Heath Delgado Acosta to determine if Killeen's voting districts require rebalancing to stay in compliance with state and federal requirements.

Which alternative is recommended? Why?

Entering into an Interlocal Cooperation Contract with Bickerstaff Heath Delgado Acosta provides the best option to prevent split districts within Bell County.

CONFORMITY TO CITY POLICY:

Conforms to City Policy.

FINANCIAL IMPACT:

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

Each entity will be responsible for paying their own estimated costs. The cost for the City of Killeen is estimated to be approximately \$27,190.

Is this a one-time or recurring expenditure?

Yes

Is this expenditure budgeted?

Yes, funds are available in account 010-9501-491.47-01.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends approval of the Interlocal Cooperation Contract with Bickerstaff Heath Delgado Acosta law firm.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Contract



March 11, 2021

Via Email: David.Blackburn@bellcounty.texas.gov

The Honorable David Blackburn
County Judge
Bell County Texas
101 E. Central Avenue
Belton, Texas 76513

Re: Redistricting Services Proposal for Bell County, City of Temple, and City of Killeen

Dear Judge Blackburn:

Thank you for the opportunity to provide a proposal for redistricting services for Bell County as well as the City of Temple and the City of Killeen, Texas (the “entity” or the “entities”). Bickerstaff Heath Delgado Acosta LLP (the “Firm”) is prepared to assist the entities with their respective redistricting needs in 2021.

The accompanying proposal and related material describe our experience, available resources, and our proposed plan for the delivery of the requested redistricting services. A proposed budget for each of the entities and timeline based on current census release information is included for discussion purposes. Each entity has different needs and is on a different timeline to accomplish their respective redistricting projects but there are aspects that can be coordinated among the entities to allow the community to benefit from economies of scale and efficiency. The enclosed materials explain some of that and we are prepared to discuss those aspects in more detail when we meet next week. Each entity has unique boundaries, although Bell County territory overlaps with the territory of each of the two Cities. An example of the benefit of communal work is that the work on the two City Council redistricting projects will inform and simplify the adjustment of Bell County voting precincts.

We have undertaken similar multi-jurisdictional redistricting projects over the last several redistricting cycles for several communities across Texas. Examples of these include, but are not limited to:

- Smith County, the City of Tyler, and Tyler ISD (2001, 2011)
- Midland County, the City of Midland, Midland ISD, and Midland Hospital District (2001, 2011)
- Brazos County, the Cities of Bryan and College Station, and Bryan ISD (2001, 2011)
- Galveston County, the City of Galveston, and Galveston ISD (2001)
- Dallas County, Dallas ISD, and Dallas Community College District (2001)
- Bexar County, the City of San Antonio, and Alamo College District (2011)

While those projects occurred in the same community during each cycle, typically the entities were on separate timelines to accomplish their projects and they did not contract with each other or generally coordinate the project. The Brazos County entities were probably the entities that most closely coordinated. Nonetheless, the principles and benefits of working on multiple projects in the timelines are the same and we believe those experiences are relevant to your project.

Since the Firm's founding in 1980, the Firm has provided redistricting services for hundreds of Texas municipalities, counties, school districts, and other political subdivisions over the last four redistricting cycles. Our redistricting practitioners and staff have many decades of experience providing redistricting services and we believe the Firm has more experienced redistricting attorneys than any other firm in the state.

Our services cover every aspect of our clients' redistricting needs. The project typically starts prior to the release of the census, confirming that each respective entity's single-member district governing board (council or commissioners court) information and jurisdictional boundaries are up to date and ready for use. Upon release of the census data, we provide an initial assessment of whether the districts/precincts are out of balance and require rebalancing to comply with state and federal legal requirements. If the districts/precincts are out of balance, we work with the entity's governing board to develop a redistricting process that allows the redrawing of boundaries in compliance with state and federal law and with appropriate public input. A redistricting plan is developed in that process to adjust the boundaries of the respective districts/precincts and bring them into "one person – one vote" balance.

In addition, we will assign a dedicated team of attorneys, GIS specialists, and other support staff to provide services for all of the entities in the community and ensure the full redistricting process is completed according to the entity's schedule and specific needs. The Firm will also draft any notices, orders, maps, tables, reports, or other legal documents required for the redistricting process. As you are aware, the compilation of the census data, preparation of reports and maps requires specialized GIS and other data compilation expertise. Our Firm's in-house GIS specialists and other paralegals assigned to the client's team handle these tasks, thus providing efficient and cost-effective service and allowing the attorneys on the team to focus on the more complex legal issues.

Thank you again for this opportunity. We would be pleased to represent Bell County, the City of Temple, and the City of Killeen on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Méndez". The signature is written in a cursive, slightly slanted style.

David Méndez
Partner

Enclosures

REDISTRICTING SERVICES PROPOSAL

FOR

Bell County, Texas

The City of Temple, Texas

The City of Killeen, Texas

Information provided by:



March 12, 2021

Bickerstaff Heath Delgado Acosta LLP

Contact: David Méndez

3711 South MoPac Expressway

Building One, Suite 300

Austin, TX 78746

P: 512-472-8021

F: 512-320-5638

(800) 749-6646

www.bickerstaff.com

dmendez@bickerstaff.com

1. Firm Qualifications

Bickerstaff Heath Delgado Acosta LLP (“Firm”) is an Austin-based law firm founded in 1980 that represents Texas counties, cities, and other government entities. Since it was founded, the Firm has been involved with redistricting for the State of Texas as well as hundreds of Texas local government entities. The Firm proposes a comprehensive solution to each entity’s redistricting needs and has the expertise and technology to provide full-scope redistricting services. *Although other firms offer redistricting services, we differ in several key areas:*

- A. **More Experience** – 2021 will mark the *fifth decennial redistricting cycle* – our firm has provided redistricting services since our founding in 1980. We have worked for some of the largest counties and cities in Texas – including Dallas County, Tarrant County, Bexar County, El Paso County, and the cities of Houston, San Antonio, Dallas, El Paso, and Austin – along with numerous small and medium-sized counties and cities throughout Texas.

The work described by Bell County and the Cities is similar to work we have done for other communities. For example, the Firm redistricted Midland County, the City of Midland, Midland ISD, and Midland Hospital District in the 2001 and 2011 cycles. The Firm also redistricted Brazos County, the Cities of Bryan and College Station, and Bryan ISD in the 2001 and 2011 cycles; and Smith County, the City of Tyler, and Tyler ISD in the 2011 cycle. While not all of these were done under one contract, they were all coordinated efforts with the various entities benefitting from the collaboration and efficiency of a joint community effort.

The geographic reach of our redistricting practice is statewide, and our attorneys present redistricting topics at state and national conferences. For example, Mr. Bob Heath of our firm presented the topic *Evenwel v. Abbott: Redistricting and the Meaning of Political Representation* at the 2016 American Bar Association Conference in San Francisco. Additionally, our firm has extensive experience representing government clients regarding the federal Voting Rights Act, a critical component of the redistricting process.

- B. **Governmental Focus** – We have substantial legal practice experience with Texas local government entities and thus are sensitive to the complex legal issues they face -- including the often unique election, governance, and open government law issues dealt with on a regular basis by counties, cities, and other types of local governments in Texas.
- C. **Higher Capacity** – With 25 attorneys and 22 support staff, our firm is one of the largest in the state with extensive, longstanding, statewide, redistricting practice experience. The actual redistricting process occurs within a relatively short time frame, beginning with the release of census data and concluding with the formal adoption of plans. We will assign a

dedicated team of attorneys, GIS specialists, and other support staff to ensure the full redistricting process is completed according to each entity's schedule and specific needs.

D. Customized Approach – We recognize the redistricting needs of each entity will vary depending on their particular needs and timing constraints, which is why we work with the various governing bodies to prepare plans based on each entity's specific concerns and schedule. The redistricting process typically occurs only once per decade; therefore, it is vital for each governmental entity to capitalize on this opportunity to address a range of practical concerns under federal, state, and local law, some of which may include:

Bell County

- ◆ Provide an initial assessment to determine if the commissioner precincts are out of balance.
- ◆ If the initial assessment indicates the commissioner precincts are out of balance, establish a process based on statutory and constitutional requirements.
- ◆ Prepare and assist the County in developing policies that call for the use of traditional districting criteria.
- ◆ Prepare and present guidelines for public participation and a timeline for the project.
- ◆ Prepare an illustrative plan of redistricting.
- ◆ Plan and coordinate work sessions with commissioner court to review and build redistricting plans.
- ◆ Conduct public hearings.
- ◆ Review and legal analysis of minority majority districts and other legal questions as directed by commissioner's court.
- ◆ Review and analysis of road-mileage allocation, if required.
- ◆ Review and analysis of Incumbent residency and justice precinct analysis, if necessary.
- ◆ Review and analysis of County facility locations and impact on precinct boundaries, if any.
- ◆ Election precinct coordination and adjustment.

Cities of Temple & Killeen

- ◆ Provide an initial assessment to determine if the council districts are out of balance.
- ◆ If the initial assessment indicates the council districts are out of balance, establish a process based on city charter requirements.
- ◆ Prepare and assist the City in developing policies that call for the use of traditional districting criteria.
- ◆ Prepare and present guidelines for public participation and a timeline for the project.

- ◆ Prepare an illustrative plan of redistricting.
- ◆ Plan and coordinate council work sessions with council to review and build redistricting plans.
- ◆ Conduct public hearings.
- ◆ Review of future annexation and population growth.
- ◆ Review and legal analysis of minority majority districts and other legal questions as directed by city council.
- ◆ Coordinate with County to make sure the council district boundaries are properly reflected in county election precincts.

The Firm will work closely with the entities to assess specific needs and deliver a final product that will be useful for the decade following the 2021 redistricting cycle.

E. Technology – The Firm utilizes the latest technology in order to meet client needs in several areas, including:

- **Quality Maps** – The Firm will be utilizing Maptitude Redistricting Software. In previous years, we have used AutoBound Redistricting Software developed by Citygate GIS. Both software applications are widely used by all levels of governments for redistricting and voting rights litigation. Maptitude redistricting software is developed by Caliper Corporation. Maptitude exports seamlessly with ESRI map products and allows export of all redistricting data for use in most standard mapping software. The redistricting software is uniquely specialized to be able to perform all types of analyses required for the development and evaluation of redistricting plans.
- **Virtual Meetings** – Some clients prefer to meet via videoconference in order to reduce travel costs. If requested, the Firm will utilize the GoToMeeting platform to present the initial redistricting assessment, host drawing sessions, or for other requested meetings.
- **In-Person Attendance** – We frequently attend meetings in person to deliver redistricting presentations. If needed, we have the capacity to bring laptops, a projector, and other technology to the meetings that may be useful to clients with limited on-site technology.
- **Website Posts** – The Firm can assist the entities in developing public notices, timelines, and map files for posting to their county/city website.

- F. **Savings** – We have developed pricing for the “initial assessment” phase of redistricting planning that minimizes costs to counties that may not require redistricting. **We do not require fees in advance of the work performed.** Our clients are billed on an hourly basis according to the work that is performed. We believe that flat fee arrangements often do not take into account the specific needs of individual clients, which is why we work closely with clients to structure plans tailored to meet their needs. Additionally, there are cost-savings approaches, such as virtual meetings and drawing sessions, which some clients prefer to utilize. We believe clients should have the flexibility to develop a budget that works for their needs. We are happy to work with you to develop a budget and find additional ways of reducing costs.

2. Scope of Redistricting Services

Each entity is under different timing constraints for completion of their projects. That timing may change based on the Legislature’s response to the Census delay. For discussion purposes, we have attached as **ATTACHMENT A** a single example timeline, and a project scope that outlines the Firm’s plan of work for the entities’ redistricting projects. At our presentation on Friday, March 19, 2021, we can discuss the particular needs of each entity.

3. Compensation

The basic pricing structure for our services is outlined below:

Initial Assessment

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm’s findings with each entity. If the entity is determined to be out of balance, we will develop a detailed budget, outline each entity’s obligations, and produce a timeline for completing the remainder of the redistricting process. We charge for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals the entity is in balance, and the entity decides not to redistrict, no other fees will be assessed unless additional services are requested. While the entity may budget an amount to pay for our services in any of the fiscal years covered by our agreement, we will not bill the entity and we do not expect you to pay for the initial assessment until the work is performed. We have included as **ATTACHMENT B** a proposed budget for each entity’s redistricting project.

Redistricting Process

Hourly Fee Basis

If the Firm’s analysis shows redistricting is required, we would proceed with the redistricting process at the Firm’s hourly rates for the tasks as described in the proposed budgets. In addition,

we have included as **ATTACHMENT C** a sample engagement agreement, which also shows the hourly rates of our redistricting team as well as other costs associated with redistricting services.

4. Personnel

The Firm's redistricting team of attorneys and staff are available to work on redistricting projects. The redistricting team below highlights our depth of experience and availability to staff the entities' redistricting projects.

David Méndez, Partner

Prior to joining the Firm, David Méndez worked as an Assistant Attorney General in the Taxation Division of the Office of the Attorney General of Texas. David graduated from the University of Texas School of Law in 1980. He is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern and Western Districts of Texas, and U.S. Court of Appeals for the Fifth Circuit.

David has over 30 years of experience in voting rights and redistricting issues, and he regularly advises cities, counties, colleges, and school districts in these areas. He joined the Firm in 1986, and during the 1991 and 2001 redistricting cycles he represented some of the largest Texas counties in their redistricting and justice and constable realignment projects. David assisted extensively in the Firm's representation of the City of Houston in the 1991 *Campos* litigation, conducting substantial portions of the discovery, defending council members' depositions, preparing expert witnesses, and analyzing and briefing legal issues. He also handled the redistricting for Bexar County during the 1991 cycle. During the 2001 cycle, he redistricted counties as diverse as Schleicher County (population 3,283) and Dallas County (population 2,554,632).

David has been the lead attorney or had substantial responsibility for many municipal redistricting projects, including the following (among other) clients in the 2011 round of redistricting: City of San Antonio; City of El Paso, City of Corpus Christi, City of Midland; City of McKinney, and City of San Angelo. In the Dallas area, David has been the lead attorney on redistricting projects for Dallas College District and Dallas ISD for each of the last three cycles (1991, 2001, and 2011). He was lead on the Dallas County Commissioner Court redistricting in 2001.

David is fluent in Spanish and speaks and writes extensively on election law, voting rights, and redistricting issues. He has presented or published papers on election law and voting rights topics for the Texas Secretary of State's office, Texas Association of Counties, Texas Conference of Urban Counties, Texas Municipal League, Texas Association of School Board Attorneys, V.G. Young Institute of County Government (a part of the Texas A&M Agri-Life Extension Service and the Texas A&M University System), University of Texas School of Law, and Texas Association of Community College Attorneys.

C. Robert “Bob” Heath, Partner

Prior to co-founding the Firm Bickerstaff & Heath, Bob Heath worked as Chair of the Opinion Committee at the Office of the Attorney General of Texas. He graduated from the University of Texas School of Law in 1972. He is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern and Western Districts of Texas, U.S. Court of Appeals for the Fifth Circuit, and the Supreme Court of the United States.

Bob has 38 years’ experience as a redistricting attorney. He has been lead counsel on many redistricting cases and is a frequent speaker on redistricting topics at state and national conferences. Examples of his publications and presentations include:

- ◆ *Applying a Bi-Racial Jurisprudence in a Tri-Ethnic World*, 2015 American Bar Association Conference (Chicago)
- ◆ *America Votes! Challenges Facing Modern Election Law & Voting Rights*, Co-author of the second, third, and fourth editions of the ABA publication
- ◆ Panelist at St. Mary’s Law Voting Rights Symposium
- ◆ *Evenwel v. Abbott: Redistricting and the Meaning of Political Representation*, 2016 American Bar Association Conference (San Francisco)

Bob has extensive experience representing governmental entities in voting rights lawsuits. A notable suit includes *Chen v. City of Houston*, 206 F.3d 502 (5th Cir. 2000), in which the city obtained a summary judgement dismissing a *Shaw v. Reno* challenge to its council districts.

Additionally, Bob authored an amicus brief on behalf of Harris County in the U.S. Supreme Court Case *Evenwel v. Abbott*. The suit attempted to require the use of voter-eligible population (e.g., citizen-voting-age population) in the allocation of state legislative seats. If the plaintiffs had been successful, it would have resulted in the county losing 2-3 state representative seats. Additionally, it would have made it more difficult to draw districts where Hispanics had an equal opportunity to be elected. The constitutional issue of the appropriate measure of population was one that the Firm had successfully litigated in the Fifth Circuit and in defending against petitions for certiorari in *Chen* and in *Lepak v. City of Irving*. The U.S. Supreme Court sustained Harris County’s position.

Bob has spoken and delivered papers on redistricting throughout the United States and is recognized as an expert in this area of law. His article, *Managing the Political Thicket: Developing Objective Standards in Voting Rights Litigation*, 21 Stetson L. Rev. 819 (1992) was quoted and cited by the United States Supreme Court in *Holder v. Hall*, 512 U.S. 874, 889 (1994) (O’Connor, J., concurring).

Charles R. Kimbrough, Partner

Chuck Kimbrough joined the Firm in January of 2003 and is part of the Firm's redistricting team. For more than 37 years, he has represented counties, cities, river authorities, and other local governments, and the State of Texas, in trial and appellate litigation, and has provided non-litigation services to local governments in a variety of practice areas including: redistricting; economic development (including tax abatement and tax increment financing); land use regulation and enforcement; land and public infrastructure acquisition and disposition involving water, wastewater, transportation and other public works projects; contracts and inter-local governmental agreements; competitive procurement; open government issues; public official ethics; and general counsel services.

He is admitted to practice before the following courts: Texas Supreme Court (1981) and all other Texas state courts; United States Supreme Court (1989); United States Court of Appeals for the Fifth Circuit (1988); and United States District Courts for the Northern (1988), Eastern (1989), and Western (1988) Districts of Texas. He is a graduate of: Lockhart High School (1972); Texas A&M University (B.A. 1976; Master Agri. 1978); and South Texas College of Law (J.D. 1981).

He served as Criminal District Attorney of Caldwell County, Texas (1991-2002) after being a partner of the law firm of Blundell, Moore & Kimbrough in Lockhart, Texas (1981-1990). He is a member of the following professional organizations: American Bar Association; Austin Bar Association; Bar Association of the Fifth Circuit; Champion of Justice Society of the Texas Access to Justice Foundation; Federal Bar Association (Austin Chapter); Fellow of the Texas Prosecutor Society of the Texas District & County Attorneys Foundation; and Texas Aggie Bar Association.

He served as former President of the Caldwell County Bar Association when he practiced law in Caldwell County. In 2012, he was the recipient of the James B. Sales "Boots on the Ground" Award of the Texas Access to Justice Commission, and was further recognized as an Access to Justice Pro Bono Champion in the Texas Bar Journal, for his successful representation of pro bono clients in certain, complex land title litigation filed against unscrupulous developers in Williamson County, Texas. He is a frequent presenter at conferences regarding legal issues affecting Texas counties.

Sydney W. Falk, Jr., Partner

Prior to joining the Firm, Syd Falk worked as a briefing attorney to Hon. Will Garwood at the United States Court of Appeals for the Fifth Circuit. He graduated from the University of Texas School of Law in 1984, and is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, U.S. Courts of Appeals for the Fifth and Ninth Circuits, and Supreme Court of the United States.

Syd is one of the Firm's senior redistricting attorneys. He has substantial experience in redistricting, having served as a redistricting attorney or team leader on dozens of redistricting projects in 1991, 2001, and 2011. He has been responsible for redistricting by Texas local

government entities of all types, including counties, cities, school districts, and special districts, including in the 2001 redistricting cycle, work on the redistricting of Missouri City, Bexar County, Dallas County, Tarrant County, Dallas ISD, Austin ISD, and dozens of others. In the 2011 cycle, he represented (among others): the cities of Colorado City, Lockhart, Bryan, Brenham, and Stockdale; Bexar, Wilson, Brazos, El Paso, Llano, and Schleicher counties; and Bryan ISD.

Syd also has experience handling voting rights litigation, both through his work on cases handled by the Firm and as a former Fifth Circuit briefing attorney. He defended Dallas County and Bexar County in lawsuits challenging abolishment of justice precincts (from which JPs and constables are elected) -- the counties prevailed in those cases. He was co-counsel with Bob Heath in the *Chen v. City of Houston* case, and participated with other Firm attorneys in the 1991 *Campos v. City of Houston* litigation -- the City of Houston prevailed in those cases. More recently, he defended Bexar County in a case challenging the County's elimination of a Justice of the Peace position -- that case settled, and the abolition of the JP position stood.

Prior to obtaining his law degree, Syd received a Ph.D. in theoretical astrophysics from the University of Texas at Austin and performed post-doctoral work at CalTech and the University of Chicago. He was an Assistant Professor of Astronomy at the University of Texas at Austin for four years, and a science consultant at the Los Alamos National Laboratory from 1980-1986. His background in mathematics and statistics is valuable in analyzing relevant redistricting statistics and the expert testimony in voting rights cases.

Gunnar P. Seaquist, Partner

Prior to joining the Firm, Gunnar Seaquist worked as an Assistant Attorney General in the General Litigation Division of the Office of the Attorney General of Texas. He graduated from Baylor University School of Law in 2006 and is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, and U.S. Court of Appeals for the Fifth Circuit. Gunnar currently counsels two Texas cities on voting-related charter amendments. He regularly assists the Firm's senior redistricting team with voting rights and litigation issues, as noted by the examples described below:

- ◆ Gunnar assisted Bob Heath in defending the City of Grand Prairie in a redistricting challenge under the U.S. Constitution and Section 2 of the Voting Rights Act, drafting of an amicus curie brief on behalf of Harris County in the recent *Evenwel v. Abbott* Supreme Court Case, and defending the City of Pasadena in a redistricting challenge under the U.S. Constitution and Section 2 of the Voting Rights Act.
- ◆ Gunnar assisted David Méndez in the redistricting of Beaumont ISD, with a specific focus on ensuring compliance with federal voting rights laws and analyzing and preventing litigation risks.
- ◆ Most recently, Gunnar headed the Firm's efforts in a mid-decade redistricting project for the City of Mesquite.

Sherry McCall, Senior GIS Specialist

Sherry McCall is the Firm's senior redistricting and GIS specialist. She handles or supervises the technical drawings of maps, and she works closely with our attorneys and election specialists to compile the various technical reports and maps required for our redistricting clients.

Prior to joining the Firm 23 years ago, Sherry was a research analyst at the Texas Education Agency, where she helped implement the agency's first GIS system. She has data programming experience and has worked extensively with data from the Texas Education Agency, the U.S. Census Bureau and the Texas Legislative Council. She will be responsible for the preparation of all data used for a redistricting project. She assists our attorneys in analyzing population/voting data and relevant historical elections, and developing the analyses needed for redistricting projects. She also provides analyses, exhibits, and support for the Firm's redistricting and other litigation. Sherry graduated from the University of North Texas with a B.A. in Biology in 1991. (She is not an attorney and is not licensed to practice law.)

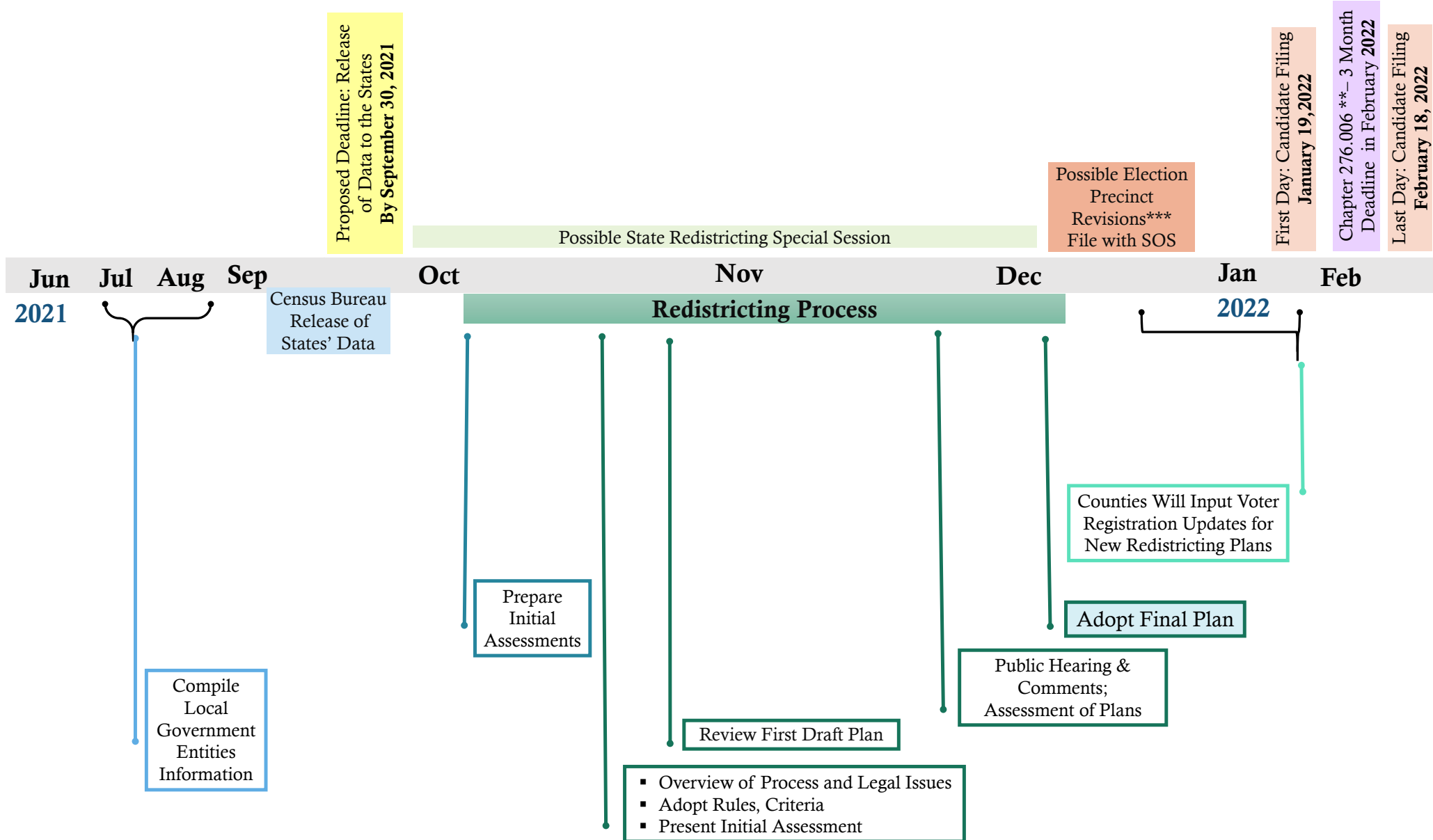
5. Representative Clients

The Firm has represented a large number of counties, cities, school districts, community colleges, and special districts across Texas in redistricting matters. A representative cross section of our county and city redistricting clients is listed below.

- ◆ Bexar County
- ◆ Brazos County
- ◆ El Paso County
- ◆ Lubbock County
- ◆ Smith County
- ◆ Tarrant County
- ◆ City of Bryan
- ◆ City of Corpus Christi
- ◆ City of Irving
- ◆ City of San Antonio
- ◆ City of Tyler

ATTACHMENT A:
EXAMPLE TIMELINE & REDISTRICTING PROJECT SCOPE

Proposed 2021 Redistricting Time Line for Cities with May 7, 2022 Elections and a County with Possible Changes in Primary Election Dates for 2022 Based on Census Bureau Release of Data by September 30, 2021*



*Based upon the last information posted by the Census Bureau on February 12, 2021.

This time line assumes no changes in current election deadlines although bills have been filed to adjust Texas' Primary election dates for 2022.

**NOTE: Texas Election Code Chapter 276.006:

A change in the boundary of a political subdivisions other than a county must be adopted 3 months prior to the election under than plan.

***The October 1st statutory deadline for election precincts is no longer valid; possible Legislative action on election precinct deadlines.

BICKERSTAFF HEATH DELGADO ACOSTA LLP

REDISTRICTING PROJECT SCOPE

OVERVIEW

1. Initial Presentation to the Client on Redistricting

Presentation will discuss redistricting laws and process; designed to provide an overview on possible ways to complete a redistricting project and subsequent implementation of the redistricting plan including election procedures.

2. Collection of Data

We will request data from the Client(s) to include current boundaries, election data, community data, facilities, incumbent locations, and other related data to facilitate the redistricting process.

3. Evaluation of the 2020 Census Data

Prepare an initial assessment of the new 2020 Census data on current boundaries; Prepare population and demographic analysis for each set of current boundaries; prepare presentations to each governing body including data charts showing race/ethnic breakdowns and maps showing race/ethnic densities by census block and/or voting tabulation districts; discuss legal requirements based upon the results of the initial assessment.

4. Consideration and Adoption of Guidelines and Criteria; Prepare Redistricting Timeline

Discussion on possible guidelines and criteria for redistricting plans; Discussion on level of public process desired by the Client(s); Preparation of a redistricting timeline to schedule the various components of the process; Adoption by the Client(s) of criteria and guidelines.

5. Conduct Drawing Session(s)

Conduct in person or remote and telephone drawing session(s) to prepare initial draft plan(s); Provide support and technical mapping skills to each governing body for rebalancing the districts/precincts.

6. Designation of Illustrative Plan(s) for Public Review

Client(s) will designate draft initial plan(s) to become illustrative plan(s) for the purposes of public review and solicitation of public comment.

7. Provide Documents for Illustrative Plan(s) for Client to Post to Website and Begin Citizen Plan Submission Period

Client(s) posts illustrative plan(s) to website and other media for the purpose of gathering public comment and accepting any citizen submitted alternative plans for Client(s) review.

8. Conduct Public Hearing(s)

Conduct public hearing(s) on an illustrative plan to gain further input from the public.

9. Reports on Public Comment and Consideration of Possible Revisions to Plan(s)

Reports presented to the Client(s) on all public comment and citizen submitted plans. Period for any revisions to the plans as desired by the Client(s).

10. Client Considers and Adopts Redistricting Plan

Client(s) meets to consider plan(s) and adopt a redistricting plan for implementation.

11. Preparation for Plan Implementation and Election

Establish transition process for all Clients to new redistricting plan; prepare to call an election; notify all government entities of the redistricting plan; assist county with any voter coding questions as requested by the Client(s); prepare final maps for posting and other statutory requirements.

ATTACHMENT B:
PROPOSED REDISTRICTING BUDGETS

Proposed Bell County 2021 Redistricting Budget

	Partner \$420	Atty \$300	Senior GIS \$230	GIS \$180	Para \$180	Flat fee	Reimbursable Expenses
I. PRELIMINARY WORK							
Initial schedule planning	0	0	0	0	0		
Gather Data and input benchmark	0	0	0	0	0		
Geocode incumbents	0	0	0	0	0		
Identify and begin other Census-related tasks	0	0	0	0	0		
II. INITIAL ASSESSMENT							
Preparation of initial assessment (flat fee)						\$4,500.00	
III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA							
Initial Consultation with Commissioners	3	1	3	4	0		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load County data (polling places and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	1.2	0	0	2		
ADVICE/CONSULTATION Total Hours	4	3.2	5	12	6		
ADVICE/CONSULTATION Total Cost	\$1,680	\$960	\$1,150	\$2,160	\$1,080		
IV. DEVELOP REDISTRICTING PLANS							
Build first illustrative plan Commissioner Precincts	3	2	3	6	1		
Revisions to Commissioner Precincts	3	1	2	4	1		
Build Election Precinct plan*	4	3	4	14	3		
Second Election Precinct adjustment	1	3	4	8	1		
DEVELOP REDISTRICTING PLANS Total Hours	11	9	13	32	6		
DEVELOP REDISTRICTING PLANS Total Cost	\$4,620	\$2,700	\$2,990	\$5,760	\$1,080		
V. PUBLIC HEARINGS AND ADOPTION OF PLAN							
Prepare for and conduct Public hearing	3	2	3	3	1		
Analyze public input	2	4	1	4	3		
Prepare for and conduct meeting at conclusion of hearings to present findings	1	2	1	0	0		
Meeting to adopt Final Plan	3	2	1	4	1		
Translate hearing notices/submission notice into Spanish	0	0	0	0	1		\$200.00
Large Format Maps for Posting at Hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	9	10	6	11	6		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$3,780	\$3,000	\$1,380	\$1,980	\$1,080		
VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS							
Maps/demographic information to County Staff	0	0	0	3	0		
Submit Election Precinct Map to Texas Secretary of State	0	0	1	1	0		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
Assist with voter coding (upon request)	0	0	0	0	0		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	2		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$360		
Total Attorney Hours		46.2					
Total GIS Hours			88				
Total Paralegal Hours				20			
GRAND TOTALS	\$10,080	\$6,660	\$5,980	\$11,160	\$3,600	\$4,500.00	\$350.00

TOTAL FOR ALL	\$42,330
TOTAL HOURS	154.2

This budget includes 1 Commissioner Precinct Plan and a revision and one Election Precinct Plan and a revision.

* Hours allocated to Election Precinct plans are for election precincts that follow existing Census geography.

This budget does not include a county road mile analysis.

Proposed City of Temple 2021 Redistricting Budget

	Partner \$420	Atty \$300	Senior GIS \$230	GIS \$180	Para \$180	Flat fee	Reimbursable Expenses
I. PRELIMINARY WORK							
Initial schedule planning							
Gather data and input benchmark							
Geocode incumbents						<i>Flat Fee</i>	
Identify and begin other Census-related tasks							
II. INITIAL ASSESSMENT							
Preparation of initial assessment (flat fee)						\$4,500.00	
III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA							
Initial consultation with City Council	4	1	4	6	1		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load City data (polling places, and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	2	0	0	2		
ADVICE/CONSULTATION Total Hours	5	4	6	14	7		
ADVICE/CONSULTATION Total Cost	\$2,100	\$1,200	\$1,380	\$2,520	\$1,260		
IV. DEVELOP REDISTRICTING PLANS							
Build first Illustrative Plan for City Council Districts	4	1	4	6	2		
Revise Illustrative Plan for City Council Districts	2	1	2	5	2		
DEVELOP REDISTRICTING PLANS Total Hours	6	2	6	11	4		
DEVELOP REDISTRICTING PLANS Total Cost	\$2,520	\$600	\$1,380	\$1,980	\$720		
V. PUBLIC HEARINGS AND ADOPTION OF PLAN							
Prepare for and conduct public hearing/adoption of final plan	3	2	2	5	2		
Translate hearing notices/submission notice into Spanish	0	1	0	0	2		\$200.00
Large format maps for posting at public hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	3	3	2	5	4		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$1,260	\$900	\$460	\$900	\$720		
VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS							
Maps/demographic information to City	0	0	0	2	1		
Submit adopted redistricting plan to County Elections' Department	0	0	1	2	1		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	4		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$720		
Total Attorney Hours	23						
Total GIS Hours	53						
Total Paralegal Hours	19						
GRAND TOTALS	\$5,880	\$2,700	\$3,680	\$6,660	\$3,420	\$4,500.00	\$350.00

TOTAL FOR ALL	\$27,190
TOTAL HOURS	95

* Hours allocated to plans are for districts that follow existing Census geography.
This budget includes one City Council District plan with revisions.

Proposed City of Killeen 2021 Redistricting Budget

	Partner \$420	Atty \$300	Senior GIS \$230	GIS \$180	Para \$180	Flat fee	Reimbursable Expenses
I. PRELIMINARY WORK							
Initial schedule planning							
Gather data and input benchmark							
Geocode incumbents						<i>Flat Fee</i>	
Identify and begin other Census-related tasks							
II. INITIAL ASSESSMENT							
Preparation of initial assessment (flat fee)						\$4,500.00	
III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA							
Initial consultation with City Council	4	1	4	6	1		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load City data (polling places, and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	2	0	0	2		
ADVICE/CONSULTATION Total Hours	5	4	6	14	7		
ADVICE/CONSULTATION Total Cost	\$2,100	\$1,200	\$1,380	\$2,520	\$1,260		
IV. DEVELOP REDISTRICTING PLANS							
Build first Illustrative Plan for City Council Districts	4	1	4	6	2		
Revise Illustrative Plan for City Council Districts	2	1	2	5	2		
DEVELOP REDISTRICTING PLANS Total Hours	6	2	6	11	4		
DEVELOP REDISTRICTING PLANS Total Cost	\$2,520	\$600	\$1,380	\$1,980	\$720		
V. PUBLIC HEARINGS AND ADOPTION OF PLAN							
Prepare for and conduct public hearing/adoption of final plan	3	2	2	5	2		
Translate hearing notices/submission notice into Spanish	0	1	0	0	2		\$200.00
Large format maps for posting at public hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	3	3	2	5	4		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$1,260	\$900	\$460	\$900	\$720		
VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS							
Maps/demographic information to City	0	0	0	2	1		
Submit adopted redistricting plan to County Elections' Department	0	0	1	2	1		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	4		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$720		
Total Attorney Hours	23						
Total GIS Hours	53						
Total Paralegal Hours	19						
GRAND TOTALS	\$5,880	\$2,700	\$3,680	\$6,660	\$3,420	\$4,500.00	\$350.00

**TOTAL FOR ALL
TOTAL HOURS**

\$27,190
95

* Hours allocated to plans are for districts that follow existing Census geography.
This budget includes one City Council District plan with revisions.

ATTACHMENT C:
SAMPLE ENGAGEMENT AGREEMENT

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Bell County, Texas (the "County").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, David Méndez, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in **Exhibit A**. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as **Exhibit B**.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as **Exhibit C** and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of receipt of invoice by the County. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in **Exhibit A**, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Bell County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to the County, please sign the enclosed duplicate original of this agreement and return it to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

BELL COUNTY, TEXAS

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____

By: _____

David Méndez

[Printed name]

Date: _____

Title: _____

Date: _____

cc: Billing Department

SAMPLE

Exhibit A – Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future, we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Redistricting services after release of 2020 Census for:
 - Bell County Commissioners Court
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates
Bickerstaff Heath Delgado Acosta LLP

County Commissioner Precincts Initial Assessment

\$4,500.00

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the Commissioners Court. If the commissioner precincts are determined to be out of balance, we will develop a detailed budget, outline the County's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$4,500 for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals that the commissioner precincts are balanced, and the Court decides not to redistrict, no other fees will be assessed unless additional services are requested.

Redistricting Process

Hourly Fee Basis (plus out-of-pocket expenses)

Unless otherwise indicated in writing, our fees for legal services related to redistricting are determined on the basis of the hourly rates of the respective attorneys, paralegals, and specialists who perform the services, plus out-of-pocket expenses. These rates vary depending on the expertise and experience of the individual and are indicated below.

Senior Attorneys: \$420-\$480 per hour

Other Attorneys: \$250-\$375 per hour

Senior GIS Specialist: \$230 per hour

GIS Specialist: \$180 per hour

Paralegal: \$180 per hour

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Mileage will be reimbursed at the IRS rate and other travel costs will be reimbursed in accordance with the County's travel policy.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: _____
David Méndez

Date: _____

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Bell County, Texas.

SAMPLE

State of Texas §

County of Bell §

Interlocal Cooperation Contract

This Interlocal Cooperation Contract ('ICC') is made and entered into by and among the City of Killeen ('Killeen'), the City of Temple ('Temple'), Temple Independent School District ('TISD'), and Bell County ('County'), collectively, 'the Parties'.

Recitals

WHEREAS, the Texas Government Code, Title 7, Chapter 791 provides for interlocal cooperation contracts among political subdivisions of the State of Texas; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791, states that the purpose of ICC's is to increase the efficiency and effectiveness of local governments by authorizing them to contract with each other; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 further allows for ICC's for 'governmental functions', as defined by Chapter 791, Texas Government Code and such definition includes planning and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 allows counties, municipalities and other political subdivisions of the State of Texas to enter into ICC's under the terms and conditions set forth in Texas Government Code, Title 7, Chapter 791; and

WHEREAS, Killeen and Temple are home rule cities under the laws of the State of Texas and, accordingly, have authority to enter into an ICC; and

WHEREAS, TISD is an independent school district formed and authorized under the laws of the State of Texas and, accordingly, has authority to enter into an ICC; and

WHEREAS, the County is a political subdivision of the State of Texas and, accordingly, has authority to enter into an ICC; and

WHEREAS, the 2020 Census has been conducted and redistricting efforts by the Parties will be necessary in order to comply with state and federal law;

WHEREAS, the Parties have conducted an RFQ process to assist in the identification and selection of a consulting firm to provide services to each of the Parties, on an individual basis, relative to their respective redistricting efforts and requirements; and

WHEREAS, the Parties have determined that it is in the best interests of the Parties to coordinate and collaborate with regard to each of the Parties efforts relating to redistricting and that such coordination and collaboration is most effective and efficient by entering into this ICC for the selection and contract administration for the consulting firm for said redistricting services.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits to derived by the Parties pursuant to this ICC, the Parties hereby agree that:

- I. The firm of Bickerstaff, Heath Delgado Acosta LLP ('Bickerstaff') is hereby selected for the provision of redistricting services in relation to the 2020 Census.
 - a. Bickerstaff's redistricting services will be provided to the Parties under the terms and conditions as set forth in Bickerstaff's Proposals to each of the Parties, as noted in the attached Exhibits 'A', 'B', 'C', and 'D'; and
 - b. It is specifically and expressly provided for that nothing in this ICC allows or provides for any supervision or direction of Bickerstaff with regard to the scope of work or any deliverable by the Parties in general as it relates to the Proposal provided by Bickerstaff to each Party. Each Party to this ICC assumes full management and supervision of Bickerstaff relative to the scope of work and any deliverable associated with that Party; and
 - c. To the extent possible and reasonable, the Parties agree to collaborate and coordinate their respective redistricting efforts.
- II. The Bell County Auditor's Office shall serve as the fiscal agent and contracting agent for this ICC on behalf of the Parties.
 - a. Upon execution of this ICC, each Party will send its contractual obligation amount as set forth in the attached Exhibits as such pertains to that Party, to: Tina Entrop, C.P.A., Bell County Auditor, Historic Courthouse, 101 E. Central Avenue, Belton, Texas, 76513; and
 - b. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- III. This ICC becomes effective on the date the last signature is affixed and remains in effect until the redistricting services agreement with Bickerstaff is complete and has ended, unless terminated earlier by mutual written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, effective on this the _____, day of _____, 2021.

SIGNATURES ON FOLLOWING PAGE

Agreed upon and approved by the following, acting by and through the approval of their respective governing bodies:

CITY OF KILLEEN

CITY OF TEMPLE

Kent Cagle, City Manager Date

Brynn Myers, City Manager Date

Approved as to form:

Approved as to form:

City Attorney's Office

City Attorney's Office

TEMPLE INDEPENDENT SCHOOL DISTRICT

BELL COUNTY

Bobby Ott, Superintendent Date

D. Blackburn, County Judge Date



REDISTRICTING INTERLOCAL COOPERATION CONTRACT

RS-21-098

July 6, 2021

Background

- Every ten years, the U.S. Census Bureau conducts a census. The information is used to draw voting boundaries.
- Staff met with representatives from the City of Temple and Bell County and conducted interviews with law firms having expertise in joint redistricting efforts.
- The law firm of Bickerstaff Heath Delgado Acosta was selected as the firm with the most experience.

Funding

- Each entity will be responsible for paying their own estimated costs.
- Estimated costs for the City of Killeen is approximately \$27,190.

Alternatives

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- Leave existing voting districts in place and be out of compliance with state and federal requirements
- Seek redistricting services without regional cooperation
- Enter into an Interlocal Cooperation Contract with Bickerstaff Heath Delgado Acosta

Recommendation

- Staff recommends that the City Council authorize the City Manager or his designee to execute an Interlocal Cooperation Contract with Bickerstaff Heath Delgado Acosta for joint redistricting services with the City of Temple and Bell County.



City of Killeen

Legislation Details

File #: RS-21-099 **Version:** 1 **Name:** Councilmember Boards and Commission Appointments
Type: Resolution **Status:** Resolutions
File created: 6/24/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Traci Briggs, City Attorney

SUBJECT: Appointing Councilmembers to Various Boards and Commissions

BACKGROUND AND FINDINGS:

Pursuant to section 3-10 (f) of the Governing Standards and Expectations, following the annual City Council election, appointments to committees will be made by the Mayor, with the consent of the City Council. On June 8, 2021 City Council consented to the Mayor's appointments following the May 1, 2021 election. Due to a tie vote in the District 4 race, a second election was held on June 12 resulting in the election of a new councilmember for District 4.

Mayor Segarra has made the following appointments following the June 12 second election.

THE ALTERNATIVES CONSIDERED:

No other alternatives were considered.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Making these appointments conforms to relevant city ordinances and policies.

Audit Committee

Current Member	Status	New Member	Comments
Jose Segarra	Council Member	Jose Segarra	Elected Mayor
Ken Wilkerson	Council Member	Ken Wilkerson	Elected Official Representative
Rick Williams	Council Member	Rick Williams	Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Rick Williams	Council Member	Rick Williams	Elected Official Rep (unexpired term ends June 2024)

Killeen Economic Development Corp (KEDC)

Current Member	Status	New Member	Comments
Mellisa Brown	Council Member	Mellisa Brown	Elected Official Representative
Debbie Nash-King	Council Member	Debbie Nash-King	Elected Official Representative
Jose Segarra	Council Member	Jose Segarra	Ex-Officio, Mayor's Designee

Killeen Sister Cities

Current Member	Status	New Member	Comments
Steve Harris	Council Member	Michael Boyd	Elected Official Representative
Debbie Nash-King	Council Member	Debbie Nash-King	Elected Official Representative
Nina Cobb	Council Member	Nina Cobb	Elected Official Representative
Jose Segarra	Council Member	Jose Segarra	Ex-Officio, Mayor's Designee

Tax Increment Reinvestment Zone Number Two Board

Current Member	Status	New Member	Comments
Nina Cobb	Council Member	Nina Cobb	Council Representative
Rick Williams	Council Member	Rick Williams	Council Representative
Jose Segarra	Council Member	Jose Segarra	Council Representative

Central Texas Council of Governments (CTCOG)

Current Member	Status	New Member	Comments
Jose Segarra	Council Member	Jose Segarra	Council Representative
Mellisa Brown	Council Member	Mellisa Brown	Alternate

Development District Board of Central Texas

Current Member	Status	New Member	Comments
Ken Wilkerson	Council Member	Micheal Boyd	City Representative

Transportation Planning Committee (K-T MPO)

Current Member	Status	New Member	Comments
Jose Segarra	Council Member	Jose Segarra	Council Representative
Debbie Nash-King	Council Member	Debbie Nash-King	Council Representative
Steve Harris	Council Member	Ken Wilkerson	Council Representative

APPOINTMENT SUB-COMMITTEES:

Board of Adjustment - Construction

Current Member	Status	New Member	Comments
Ken Wilkerson	Council Member	Ken Wilkerson	Sub-Committee Member
Jessica Gonzalez	Council Member	Jessica Gonzalez	Sub-Committee Member

Board of Adjustment - Fire Prevention Code

Current Member	Status	New Member	Comments
Rick Williams	Council Member	Rick Williams	Sub-Committee Member
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-Committee Member

Board of Adjustment - Airport Hazard Zoning

Current Member	Status	New Member	Comments
Rick Williams	Council Member	Rick Williams	Sub-Committee Member
Steve Harris	Council Member	Michael Boyd	Sub-Committee Member

Board of Adjustment - Zoning

Current Member	Status	New Member	Comments
Ken Wilkerson	Council Member	Ken Wilkerson	Sub-Committee Member
Mellisa Brown	Council Member	Mellisa Brown	Sub-Committee Member

Senior Citizen Advisory Board

Current Member	Status	New Member	Comments
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-Committee Member
Jessica Gonzalez	Council Member	Jessica Gonzalez	Sub-Committee Member

Bell County Health District

Current Member	Status	New Member	Comments
Rick Williams	Council Member	Rick Williams	Sub-Committee Member
Steve Harris	Council Member	Michael Boyd	Sub-Committee Member

FINANCIAL IMPACT:

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

There is no current or future expenditure with these appointments.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Recommendation is to appoint the new members as stated above.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

N/A



COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS

RS-21-099

July 6, 2021

Background

- ❑ The Mayor and Council make annual appointments to various boards, commissions, and committees.
- ❑ Following the annual election, the City Council makes the appointment of council members to boards and committees.
- ❑ Due to second election resulting in a new councilmember to District 4 the appointments made in June need to be reviewed and updated.
- ❑ Two types of appointments:
 - ▣ Regular members: Council member serves as a council representative and votes on items that are considered by the board
 - ▣ Appointment sub-committees: Council member serves as a sub-committee member to discuss applications for citizen boards and recommend the most qualified applicants to the full City Council

Regular Boards & Commissions

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Audit Committee

Current	Status	New	Comments
Jose Segarra	Council Member	Jose Segarra	Elected Mayor
Ken Wilkerson	Council Member	Ken Wilkerson	Elected official rep.
Rick Williams	Council Member	Rick Williams	Elected official rep.

Hill Country Transit

Current	Status	New	Comments
Rick Williams	Council Member	Rick Williams	Elected official rep (term 2024)

Regular Boards & Commissions

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Killeen Economic Development Corp (KEDC)

Current	Status	New	Comments
Mellisa Brown	Council Member	Mellisa Brown	Elected official rep.
Debbie Nash-King	Council Member	Debbie Nash-King	Elected official rep.
Jose Segarra	Council Member	Jose Segarra	Ex-off, Mayor's des.

Killeen Sister Cities

Current	Status	New	Comments
Jose Segarra	Council Member	Jose Segarra	Mayor/Designee (Ex-officio)
Debbie Nash-King	Council Member	Debbie Nash-King	Council Member
Nina Cobb	Council Member	Nina Cobb	Council Member
Steve Harris	Council Member	Michael Boyd	Council Member

Regular Boards & Commissions

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Tax Increment Reinvestment Zone Number Two Board

Current	Status	New	Comments
Nina Cobb	Council Member	Nina Cobb	Council rep.
Rick Williams	Council Member	Rick Williams	Council rep.
Jose Segarra	Council Member	Jose Segarra	Council rep.

Central Texas Council of Governments (CTCOG)

Current	Status	New	Comments
Jose Segarra	Council Member	Jose Segarra	Council rep.
Mellisa Brown	Council Member	Mellisa Brown	Alternate

Regular Boards & Commissions

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Development District Board of Central Texas

Current	Status	New	Comments
Ken Wilkerson	Council Member	Michael Boyd	City rep.

Transportation Planning Committee (K-T MPO)

Current	Status	New	Comments
Jose Segarra	Council Member	Jose Segarra	Council rep.
Debbie Nash-King	Council Member	Debbie Nash-King	Council rep.
Steve Harris	Council Member	Ken Wilkerson	Council rep.

Appointment Sub-Committees

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Board of Adjustment – Construction

Current	Status	New	Comments
Ken Wilkerson	Council Member	Ken Wilkerson	Sub-committee member
Jessica Gonzalez	Council Member	Jessica Gonzalez	Sub-committee member

Board of Adjustment – Fire Prevention Code

Current	Status	New	Comments
Rick Williams	Council Member	Rick Williams	Sub-committee member
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-committee member

Appointment Sub-Committees

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Board of Adjustment – Airport Hazard Zoning

Current	Status	New	Comments
Rick Williams	Council Member	Rick Williams	Sub-committee member
Steve Harris	Council Member	Micheal Boyd	Sub-committee member

Board of Adjustment - Zoning

Current	Status	New	Comments
Ken Wilkerson	Council Member	Ken Wilkerson	Sub-committee member
Mellisa Brown	Council Member	Mellisa Brown	Sub-committee member

Appointment Sub-Committees

Senior Citizen Advisory Board

Current	Status	New	Comments
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-committee member
Jessica Gonzalez	Council Member	Jessica Gonzalez	Sub-committee member

Bell County Health District

Current	Status	New	Comments
Rick Williams	Council Member	Rick Williams	Sub-committee member
Steve Harris	Council Member	Michael Boyd	Sub-committee member



City of Killeen

Legislation Details

File #: OR-21-012 **Version:** 1 **Name:** Chapter 19 and Chapter 31, Signage
Type: Ordinance **Status:** Ordinances
File created: 6/22/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Consider an ordinance amending the Code of Ordinances Chapter 19, Parks and Recreation and Chapter 31, Zoning, addressing signage in the park system.
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Tony D. McIlwain, Executive Director of Development Services

SUBJECT: An ordinance amending Chapter 19, Parks and Recreation, Article II. - Park Rules and Chapter 31-Zoning, Article V. - Supplemental Regulations, Division 4. Signs and Outdoor Displays

BACKGROUND AND FINDINGS:

Recreation Services (RS) currently has no language within Chapter 19 addressing signage within our park system. Recreation Services has received signage requests related to our parks and the intent is to clarify the City's ordinances related to signage in parks. The City's practice has been to not allow signs in parks except in conjunction with an authorized league, event, or pavilion rental, but this practice is not included in an ordinance.

The proposed ordinance would prohibit signs, banners or advertisements from being placed in a park, except when the sign is authorized by Recreation Services in conjunction with a league, program, event, or pavilion rental. The proposed ordinance would also strike the conflicting provision contained in Chapter 31, Section 31-503(13) which currently allows signs located within or on the grounds of public facilities such as baseball fields, stadiums, and community centers without a permit.

THE ALTERNATIVES CONSIDERED:

Option 1: Disapprove the proposed amendments to Chapters 19 and 31.

Option 2: Approve the proposed amendments to Chapters 19 and 31.

Which alternative is recommended? Why?

City staff recommends that City Council approve the amendments to Chapters 19 and 31 to add clarity and direction for future requests related to placing signage within our park system.

CONFORMITY TO CITY POLICY:

This ordinance amendment abides by all rules and regulations related to amending the City of Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This item has no impact on the current fiscal year or future years.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

The Planning and Zoning Commission conducted a public hearing on the proposed text amendments on June 21, 2021. They recommended approval of the ordinance by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE 21-

AN ORDINANCE AMENDING CHAPTER 19, PARKS AND RECREATION, ARTICLE II – PARK RULES AND CHAPTER 31, ARTICLE V-SUPPLEMENTAL REGULATIONS, DIVISION 4 - SIGNS AND OUTDOOR DISPLAYS, OF THE CODE OF ORDINANCES; REGULATING SIGNAGE WITHIN PARKS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the addition of language referencing signage within parks will provide clarity and direction for future requests related to placing park signage within our park system;

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

SECTION I. That Article II of Chapter 19 of the Code of Ordinances of the City of Killeen is hereby amended to read as follows:

CHAPTER 19, PARKS AND RECREATION

ARTICLE II. - PARK RULES

Sec. 19-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle shall mean every device propelled by human power upon which any person may ride, having two (2) tandem wheels, either of which is more than fourteen (14) inches in *diameter*.

Park shall mean a park, playground, baseball field, beach, hike and bike trail, dog park or recreation center within the city, if owned or used by the city.

Signage shall mean a sign that is posted or placed within a city park.

Superintendent shall mean the person immediately in charge of any park area and its activities, to whom all park attendants of such area are responsible.

Vehicle shall mean any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled. This term shall include any trailer in tow of any size, kind or description. This term shall not include baby carriages and vehicles in the service of the city.

Sec. 19-37. – Signage.

It shall be unlawful for any person to fasten, place, paint, or attach in any way any sign, handbill, poster, advertisement, flag, banner or notice, or cause the same to be done, in or on the premises of any park except as authorized by Recreation Services in conjunction with a league, program, event, or pavilion rental. Posted signs and banners must be removed at the conclusion of the pavilion reservation, league, program or event. This section does not prohibit official traffic-control signs or governmental signs placed by the City.

SECTION II. That Division 4 of Article V of Chapter 31 of the Code of Ordinances of the City of Killeen is hereby amended to read as follows:

CHAPTER 31- ZONING

ARTICLE V. SUPPLEMENTAL REGULATIONS

DIVISION 4. – SIGNS AND OUTDOOR DISPLAYS

Sec. 31-503. - Allowed without permit.

Sec. III. That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Sec. IV. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

Sec. V. That the Code or Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Sec. VI. That this ordinance shall be effective after its passage.

PASSED AND APPROVED at a regular meeting of the city Council of the City of Killeen,

Deleted: (13) Signs located within or on the grounds of public facilities such as baseball fields, stadiums, community centers, and other public facilities.

Texas, this 13th day of July, 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government code, §551.001 *et seq.*

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, CITY ATTORNEY
Ord. #21-___



CONSIDER AN ORDINANCE AMENDING CHAPTERS
19 AND 31, SIGNAGE

OR-21-012

July 6, 2021

Background and Findings

- Currently Recreation Services (RS) has no language within Chapter 19 addressing signage within our park system
- RS has received signage requests related to our parks
- The City's practice in the past, as a property owner, has been to not allow signs, but currently is not spelled out in an ordinance

Proposed Amendment

- Update Chapter 19 to read as follows:
 - ▣ Sec. 19-26 - *Signage* shall mean a sign that is posted or placed within a city park
 - ▣ Sec. 19-37 - *Signage*

It shall be unlawful for any person to fasten, place, paint, or attach in any way any sign, handbill, poster, advertisement, flag, banner or notice, or cause the same to be done, in or on the premises of any park except as authorized by Recreation Services in conjunction with a league, program, event, or pavilion rental. Posted signs and banners must be removed at the conclusion of the pavilion reservation, league, program or event. This section does not prohibit official traffic-control signs or governmental signs placed by the City.

Proposed Amendment

- The following text from Chapter 31-503 will be deleted:
 - ▣ Sec. 31-503 – Allowed without a permit.
(13) Signs located within or on the grounds of public facilities such as baseball fields, stadiums, community centers, and other public facilities.

Alternatives Considered

- Option 1 – Disapprove the amendments to Chapters 19 and 31
- Option 2 – Approve the proposed amendments with additional amendments
- Option 3 – Approve amendments as provided

Recommendation

- City staff recommends that city council approve the amendment within Chapters 19 and 31, to add clarity and direction for future requests related to placing park signage within our park system.
- The Planning and Zoning Commission recommended approval of the amendments by a vote of 6 to 0.



City of Killeen

Legislation Details

File #: PH-21-030 **Version:** 1 **Name:** Atmos Energy Temporary Construction Easement
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 6/22/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance granting Atmos Energy a .202 acre temporary construction easement to be located on Lot 16, Block 1, Hunter's Chase Subdivision (Hunt Neighborhood Park), Killeen, Texas. (1st of 3 readings)
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Maps](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Executive Director of Development Services

SUBJECT: Case #21-02AB: Grant Atmos Energy a .202 acre temporary construction easement to be located on Lot 16, Block 1, Hunter's Chase Subdivision (Hunt Neighborhood Park)

BACKGROUND AND FINDINGS:

Atmos Energy Corporation submits this request for the grant of a .202 acre temporary construction easement to be located at 2301 Hunt Drive. The site of the .202 acre temporary construction easement is platted as Lot 16, Block 1, Hunter's Chase Subdivision and is the current location of Hunt Neighborhood Park. Atmos Energy intends to use the approximate 30' by 292' feet area as a temporary workspace during a pipeline replacement effort. (see Exhibit "A" of the ordinance). The attached Exhibit "A" illustrates the location of the easement that will encompass the park's basketball court and a portion of its playground and sidewalk.

Article XI, Section 119, of the City Charter authorizes the City Council to approve this easement request. The Charter states that, *"the ownership, right of control and use of streets, highways, alleys, parks, public places and all other real property of the City of Killeen is hereby declared to be inalienable to said City, except by ordinances passed by vote of the majority of the governing body of the city, as hereinafter provided; and no franchise or easement involving the right to use same, either along, across, over or under the same, shall ever be valid unless expressly granted and exercised in compliance with the terms hereof, and of the ordinances granting the same. No act or omission of the city, its governing body, officers or agents shall be construed to confer or extend by estoppel or indirection, any right, franchise or easement not expressly granted by ordinance."* The Charter also requires three (3) readings of an ordinance granting an easement at three separate regular meetings of the City Council, the last of which shall take place not less than thirty days from the first.

The .202 acre temporary easement shall automatically terminate on the earlier of: (a) the date on which Atmos Energy's activities are completed, or (b): eighteen months from the date of approval of the ordinance. Recreation Services staff will invoice Atmos Energy for the replacement costs of the park areas affected by the construction easement.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the ordinance granting Atmos Energy's request for an easement; or
- Approve the ordinance granting Atmos Energy's request for an easement.

Which alternative is recommended? Why?

Staff recommends that the City Council approve the ordinance after the third reading. The easement is necessary for the pipeline replacement.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

This easement request does not involve the expenditure of city funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

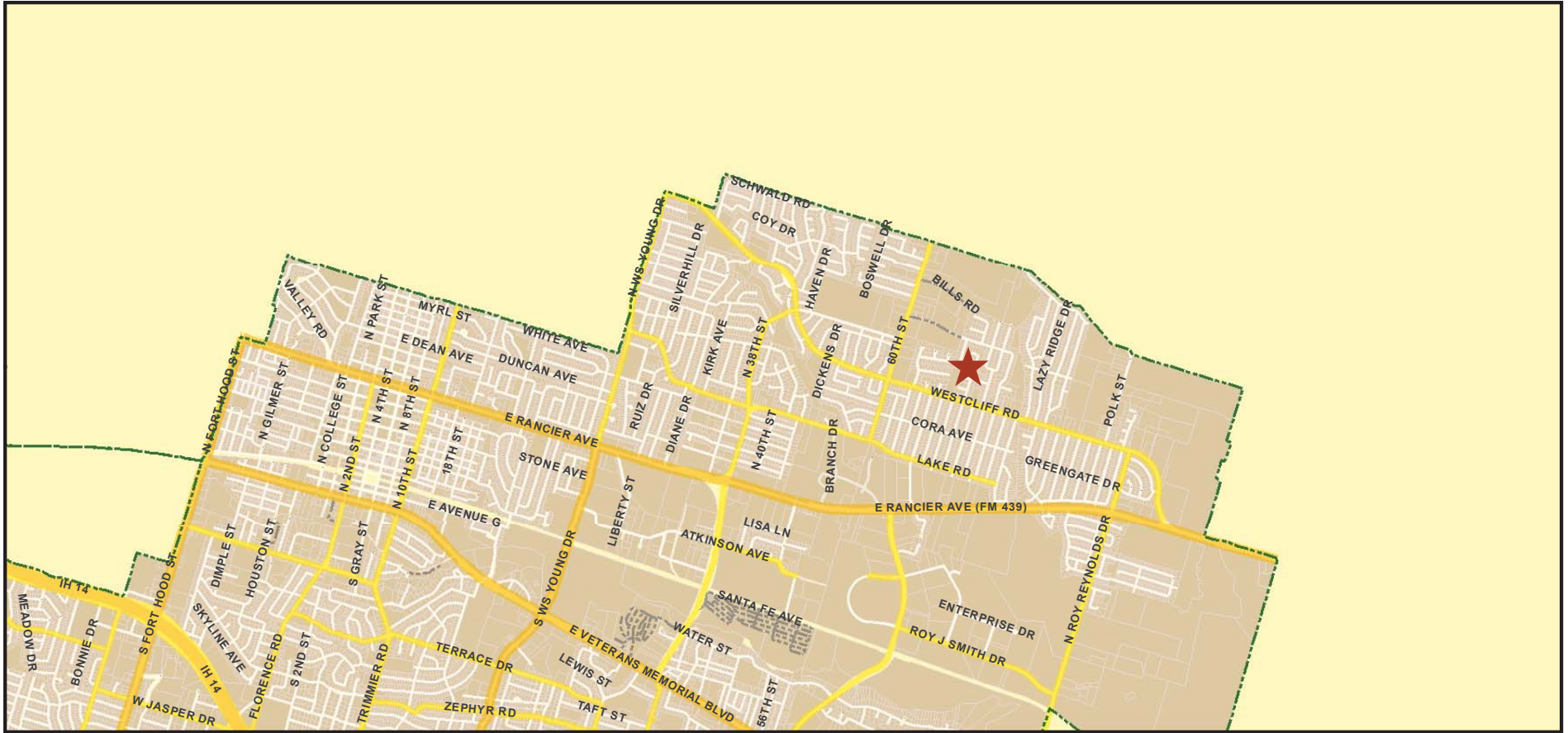
Staff recommends that the City Council approve the ordinance granting Atmos Energy's request for an easement after the third reading.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Ordinance



Case: 2021-02AB

Council District: 1

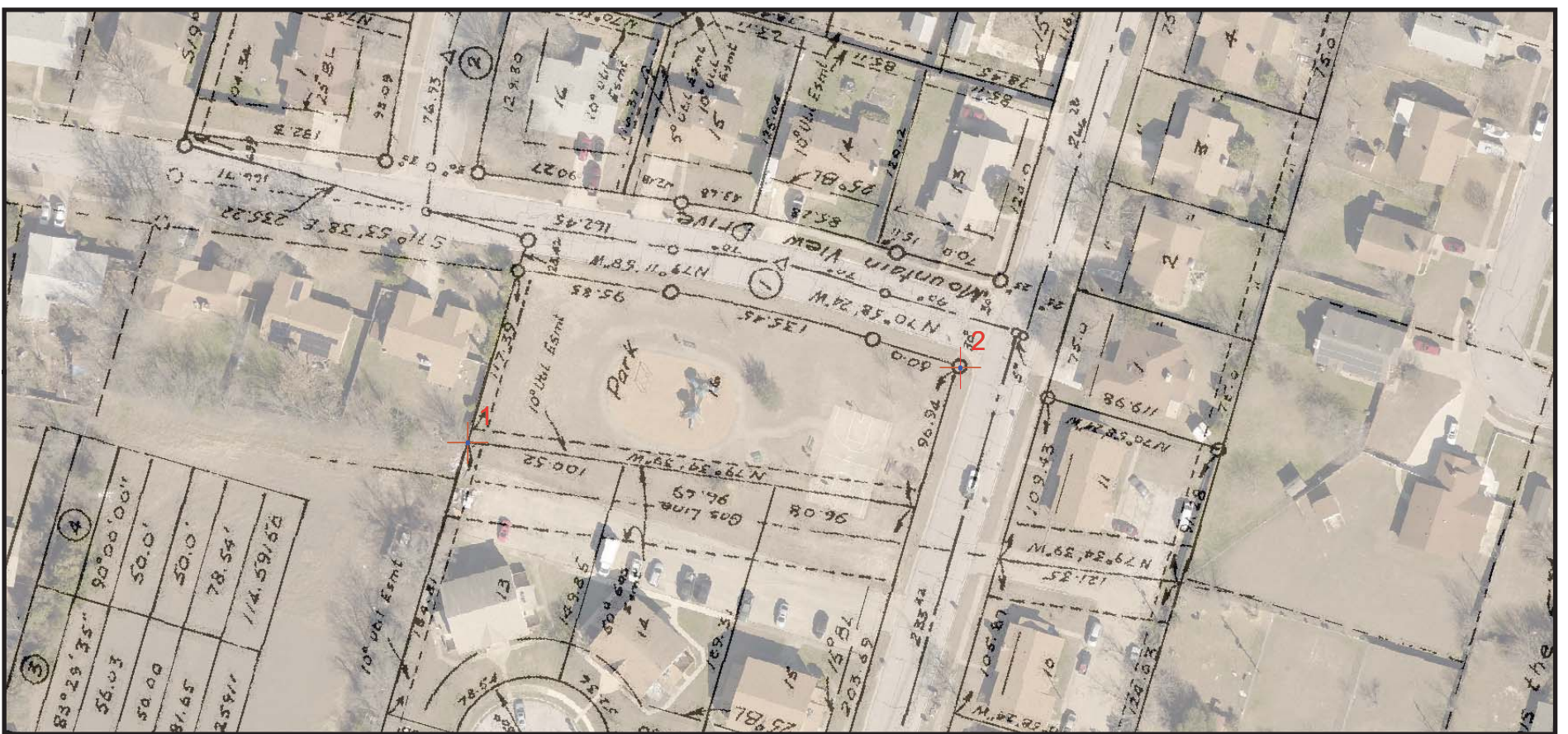
Subject Property Legal Description: HUNTER'S CHASE SUBDIVISION, BLOCK 001, LOT 0016, PARK



LOCATION



1 inch = 4,250 feet



CASE #
2021-02AB

Council District: 1

Subject Property Legal Description: HUNTER'S CHASE SUBDIVISION, BLOCK 001, LOT 0016, PARK

Legend

-  Killen City Limits
-  Bell County Area



1 inch = 103 feet

Date: 6/22/2021

AN ORDINANCE GRANTING EASEMENTS TO ATMOS ENERGY CORPORATION FOR APPROXIMATELY .202 ACRE OUT OF LOT 16, BLOCK 1, HUNTER'S CHASE SUBDIVISION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Atmos Energy Corporation has presented to the City of Killeen, a request for a temporary construction easement being .202 acre out of Lot 16, Block 1, Hunter's Chase Subdivision, for property being locally known as 2301 Hunt Drive, Killeen, Texas;

WHEREAS, the City Council, after three readings at three separate Council meetings, duly considered said request and the evidence in support thereof, and the City Council being of the majority opinion that the Atmos Energy's easement request should be approved;

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

THIS TEMPORARY CONSTRUCTION EASEMENT is granted as of the 24th day of August, 2021, by CITY OF KILLEEN ("Grantor") to Atmos Energy Corporation, a Texas and Virginia corporation ("Atmos Energy").

NOW, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, Grantor and Atmos Energy agree as follows:

1. Grant of Easement. Grantor does hereby grant unto Atmos Energy a temporary construction easement (the "Easement") on, over, across, under and upon that certain tract of land more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the following purposes related to Atmos Energy's construction, maintenance, repair, replacement, inspection and operation of one or more natural gas pipelines

and related appurtenances (collectively, the “Activities”): clearing, leveling and grading of the Easement Area; use as temporary construction workspace; boring activities; ingress and egress for equipment and machinery; staging and storage of materials, equipment, and machinery; and all other activities and uses reasonably related to the Activities.

2. Duration. The Easement shall automatically terminate on the earlier of: (a) the date on which Atmos Energy’s Activities are completed, or (b) eighteen (18) months from the date hereof.

3. Rights and Obligations of Parties. Upon termination of the Easement, Atmos Energy shall return the Easement Area to Grantor in a condition as near as practicable to its prior condition, ordinary wear and tear excepted, except that Atmos Energy shall not be required to restore shrubs or any vegetation cleared from the surface of the Easement Area, and Grantor acknowledges that the consideration paid for the Easement includes any and all damages to trees, shrubs, growing crops and grasses within the Easement Area. Atmos Energy shall keep the Easement Area free and clear from any liens arising out of any work performed, materials furnished, or obligations incurred by Atmos Energy.

4. Miscellaneous.

(a) This Ordinance constitutes the entire agreement between Grantor and Atmos Energy with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between Grantor and Atmos Energy with respect to the subject matter hereof.

(b) All notices related to this Ordinance shall be in writing and shall be sufficient in all respects if delivered by hand or mailed by certified mail, postage prepaid, as follows:

If to Atmos Energy: Atmos Energy Corporation
PO Box 650206
Dallas, TX 75265-0205
Attn: Right of Way Department

If to Grantor: City of
Killeen
PO Box
1329
Killeen, TX 76540-1329
Phone 254-501-7700

Any notice given in any manner described above shall be deemed effective upon actual receipt by the party to whom such notice is sent. Addresses may be changed on notice to the other party.

(c) The Easement and obligations contained in this Ordinance shall run with the land, are binding upon and inure to the benefit of Grantor, Atmos Energy, and their respective successors and assigns;

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 24th day of August 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, CITY ATTORNEY

Case #21-02AB

Ord. #21-__



CONSIDER AN ORDINANCE GRANTING
ATMOS ENERGY A TEMPORARY
CONSTRUCTION EASEMENT

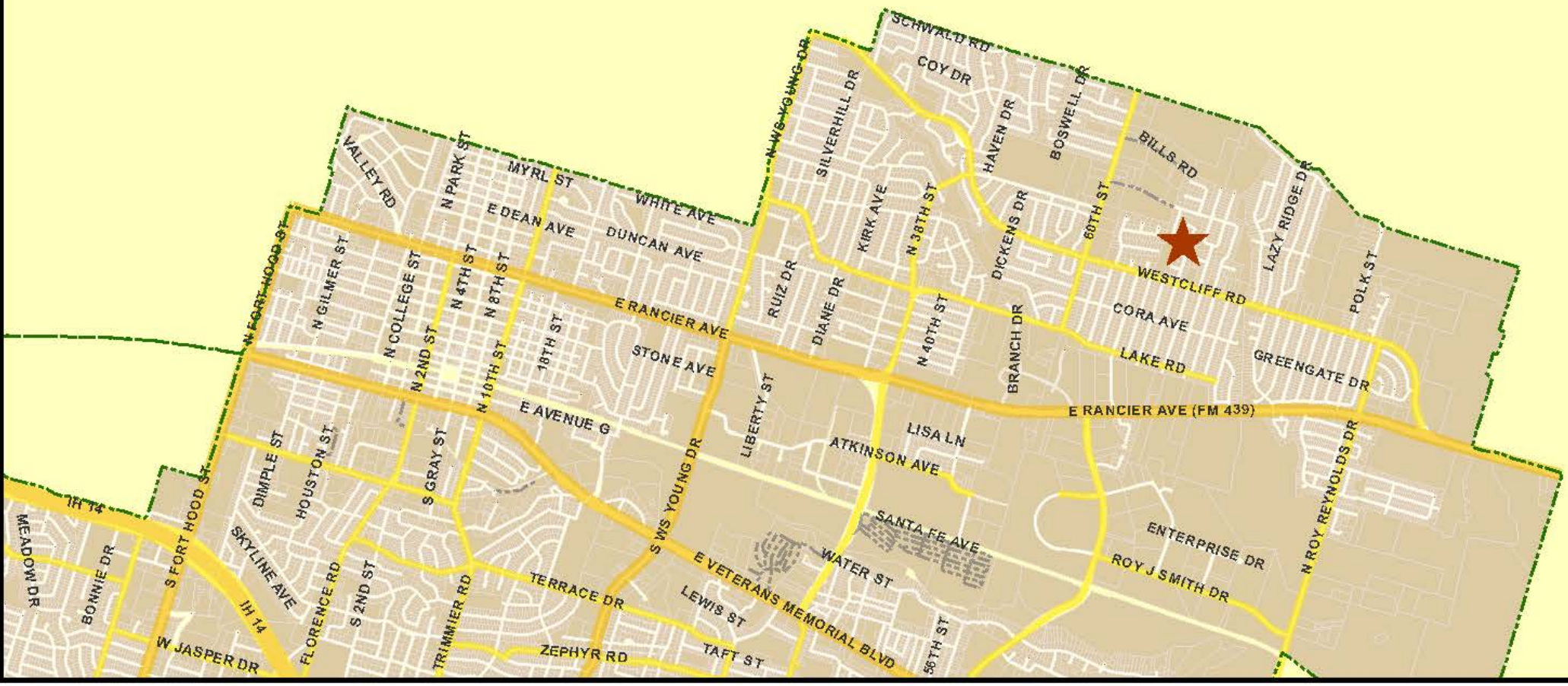
PH-21-030

July 6, 2021

Atmos Energy Easement

2

- Atmos Energy Corporation is requesting grant of a .202-acre temporary construction easement, to be located at 2301 Hunt Drive.
- The easement is necessary to facilitate a pipeline replacement effort.
- The location is the site of the Hunt Neighborhood Park. As proposed, the easement measures 30' x 292' and will encompass the basketball court and a portion of the playground and sidewalk.



Case: 2021-02AB

Council District: 1

Subject Property Legal Description: HUNTER'S CHASE SUBDIVISION, BLOCK 001, LOT 0016, PARK



1 inch = 4,250 feet

SEE NOTES PREPARED EVEN DATE.
DENOTES 1/2" IRON ROD (SET), EXCEPT AS NOTED.

**J. S. WILDER SURVEY
A-912**

LEGEND

 TEMP. WORKSPACE

TEMP. WORKSPACE:
8,786 SQ. FEET
0.202 OF AN ACRE

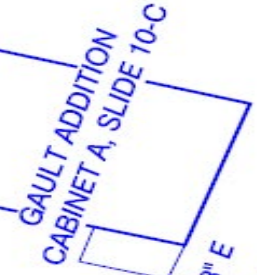
MOUNTAIN VIEW DRIVE

HUNTERS CHASE
SUBDIVISION
CABINET A, SLIDE 216-C

CALLED LOT 16, BLOCK 1
OWNER: CITY OF KILLEEN N 19°25'34" E
VOLUME 1371, PAGE 846 67.85'

1/2" IRF

SURVEYED 0.202 OF AN ACRE
TEMPORARY WORKSPACE



-16-
PLAYGROUND



BOUNDARIES OF EASEMENT

S 81°01'56" E 293.85'

N 81°01'56" W 291.88'

①

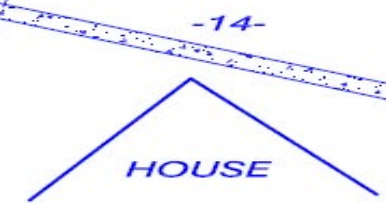
L32-2ND ROW-074
PARTIAL RELEASE
VOLUME 1801, PAGE 390

N 19°25'49" E 6.49'

S 19°25'49" W 30.51'

HUNT DR.

BOUNDARIES OF EASEMENT



BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. DATA WAS DERIVED FROM GPS OBSERVATIONS USING THE LEICA GNSS NETWORK AND FROM DPUS SOLUTIONS. THE VALUES WERE COLLECTED IN NAD 83 (2011 GEOID 12B).

Atmos Energy Easement

- The City Council is authorized to grant the temporary construction easement (via an ordinance) per Article XI, Section 119, of the City Charter.
- If approved, the easement shall automatically terminate the earlier of:(a) the date on which Atmos Energy's activities are completed, or (b): eighteen months from the date of approval of the ordinance.
- Recreation Services staff will invoice Atmos Energy for the replacement costs of the park areas affected by the construction easement.

Alternatives

6

- ❑ The City Council has two (2) alternatives. The Council may:
 - ❑ Disapprove the ordinance granting Atmos Energy a temporary construction easement; or
 - ❑ Approve the ordinance granting Atmos Energy a temporary construction easement.

Recommendation

7

- Staff recommends that the City Council approve the ordinance granting a .202-acre temporary construction easement to Atmos Energy for the pipeline project.



City of Killeen

Legislation Details

File #: PH-21-031 **Version:** 1 **Name:** FLUM 21-02
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 6/16/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of Generation III L.P., (Case #FLUM21-02) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'General Residential' (GR) designation for approximately 5.88 acres, being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract. The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas.
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Dir. of Development Services

SUBJECT: FLUM CASE #21-02 'General Residential' (GR) designation to a 'General Commercial' (GC) designation

BACKGROUND AND FINDINGS:

Summary of Request:

This request, submitted by submitted by Republic Engineering & Development Services on behalf of Generation III L.P., is to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'General Residential' (GR) designation for approximately 5.880 acres, being 3.00 acres out of the J.J. Roberts Survey, Abstract 731, and a part of Tract D, Killeen Area Investment Group Corp., Inc. Industrial Tract, Killeen, Texas.

Zoning / Plat Case History:

The subject property was zoned "M-1" (Manufacturing District) in 1970 and staff is unable to determine the previous zoning classification. Staff is unable to obtain the historical zoning information on the portion that is currently zoned "R-1" (Single-Family Residential District). The property was platted in 1974 as the Killeen Area Investment Group Corp., Inc. Industrial Tract with no Lot and Block given.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

- North: Undeveloped land zoned "M-1" (Manufacturing District) directly abutting the subject property.
- South: Undeveloped land zoned "M-1" (Manufacturing District) directly abutting the subject property.
- East: Existing moving and storage company on the opposite side of Rio Blvd, zoned "M-1" (Manufacturing District).
- West: Existing mobile home on the opposite side of Dogwood Blvd., zoned "R-MH" (Mobile Home District).

Future Land Use Map Analysis:

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/ institutional; and
- Parks and public spaces.

If approved, the 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
- Public/ institutional; and
- Parks and public spaces.

A concurrent zoning application to rezone the property from "R-1" (Single-Family Residential District) and "M-1" (Manufacturing District) to "R-2" (Two-Family Residential District) has been submitted by the applicant.

Public Notification:

Staff mailed courtesy notices to twenty-seven (27) surrounding property owners regarding this request.

Staff Findings:

The amendment request would affect approximately 5.88 acres and is considered a small-scale amendment. Given the existing manufactured home park to the west of the site, staff finds that the subject property would be suitable for a duplex development. Therefore, staff finds that the request to amend the Future Land Use Map (FLUM) from 'General Commercial' (GC) to 'General Residential' (GR) is appropriate in this location.

There are no known environmental constraints for this lot. The lot is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the applicant's FLUM amendment request; or
- Approve the applicant's FLUM amendment request.

Which alternative is recommended? Staff recommends approval of the applicant's request.

Why? Staff finds that the request to amend the FLUM from 'General Commercial' (GC) to 'General Residential' (GR) is consistent with the residential land uses to the west of the subject property. In addition, staff finds that there is ample undeveloped land in this area which is zoned "M-1" (Manufacturing District). Therefore, the request to amend the Future Land Use designation of the subject property would not adversely impact the availability of property for manufacturing uses.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

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

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

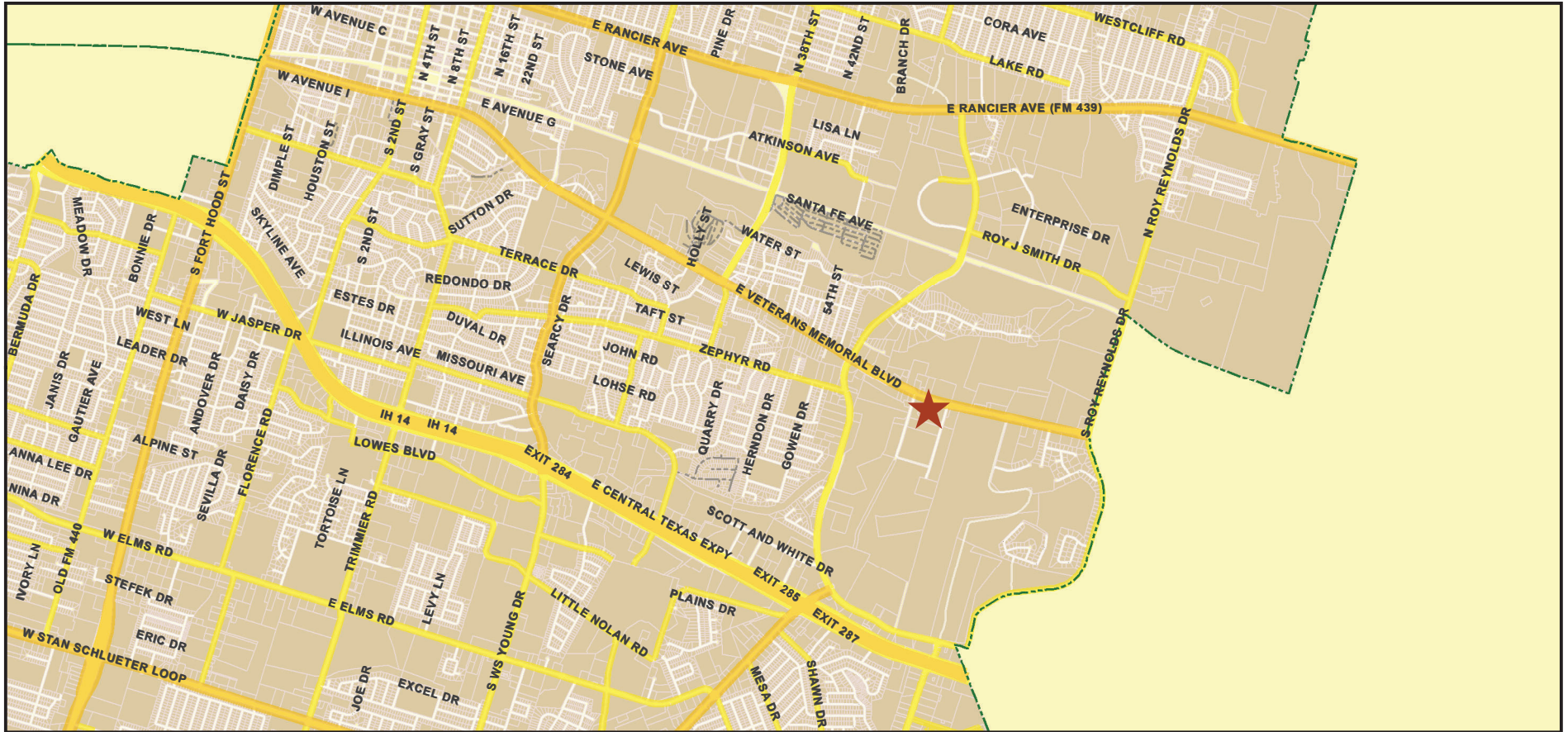
The Planning & Zoning Commission, by a vote of 5 to 1, recommended disapproval of the applicant's request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' ('GR') designation to a 'General Commercial' ('GC') designation with Commissioner Alvarez in opposition.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Minutes
Ordinance



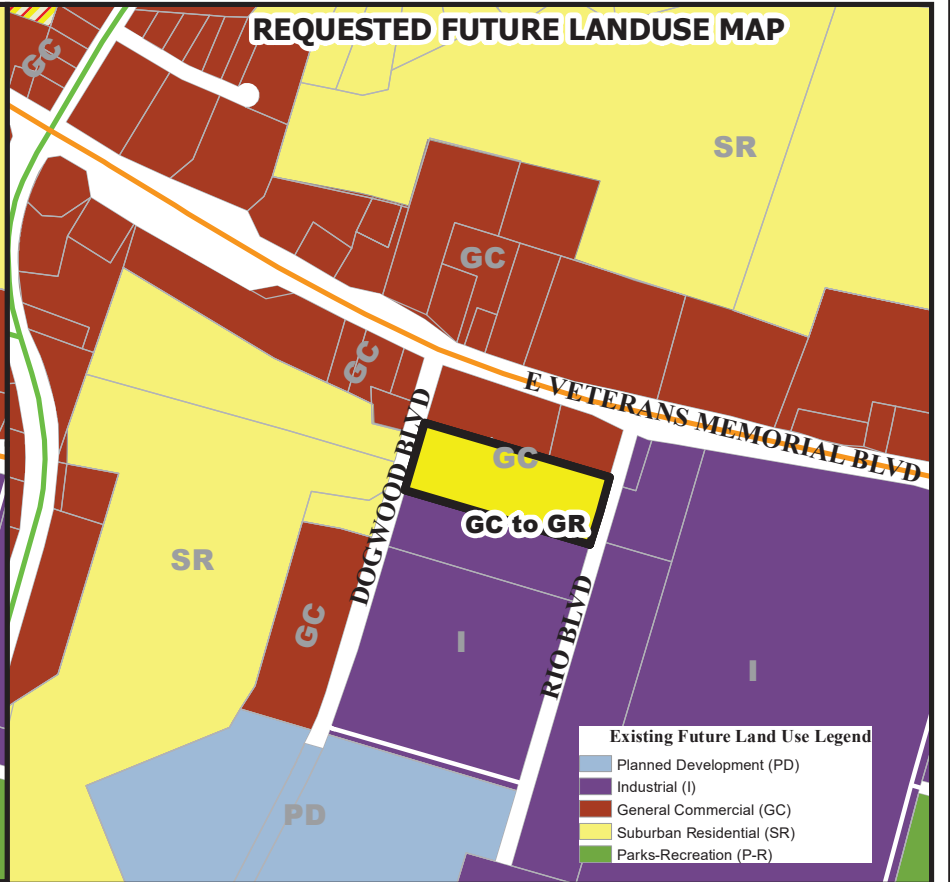
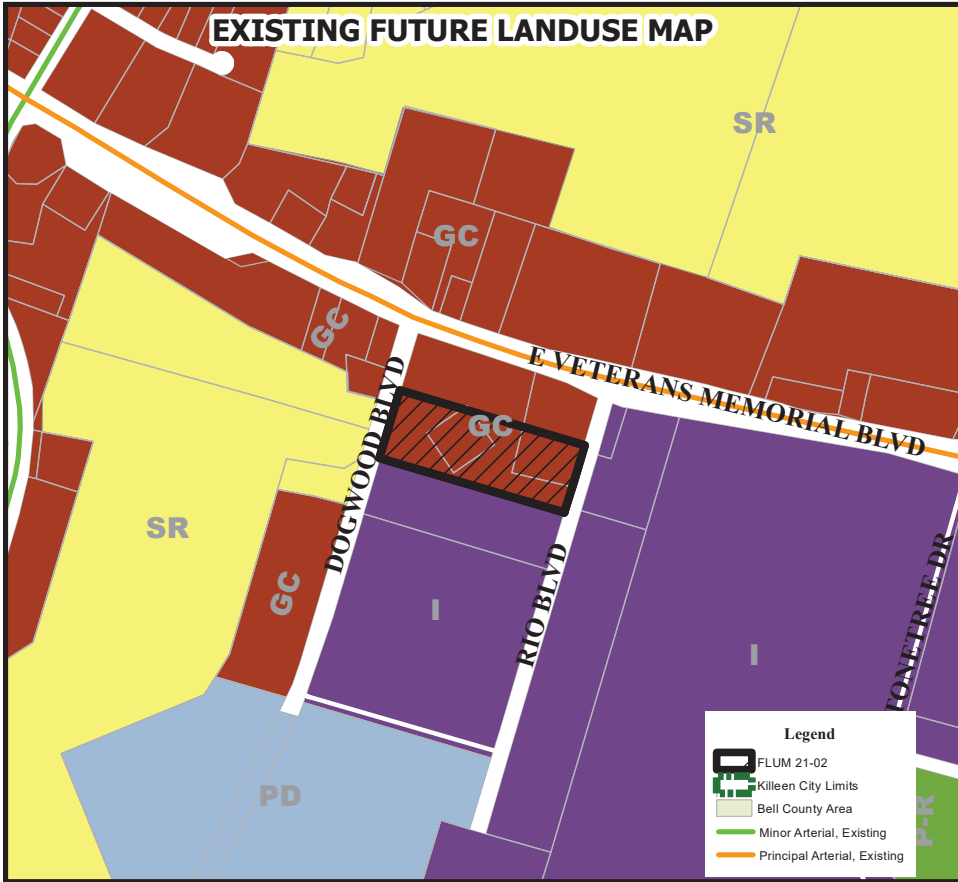
Case: FLUM AMENDMENT 2021-02

Council District: 4
 FROM GC TO GR

Subject Property Legal Description: KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D,
 & PART A0731BC J J ROBERTS, 1, 753-2, ACRES 1.0 & PART KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D, ACRES 3.0 (5.88 ACRES TOTAL)



1 inch = 4,167 feet

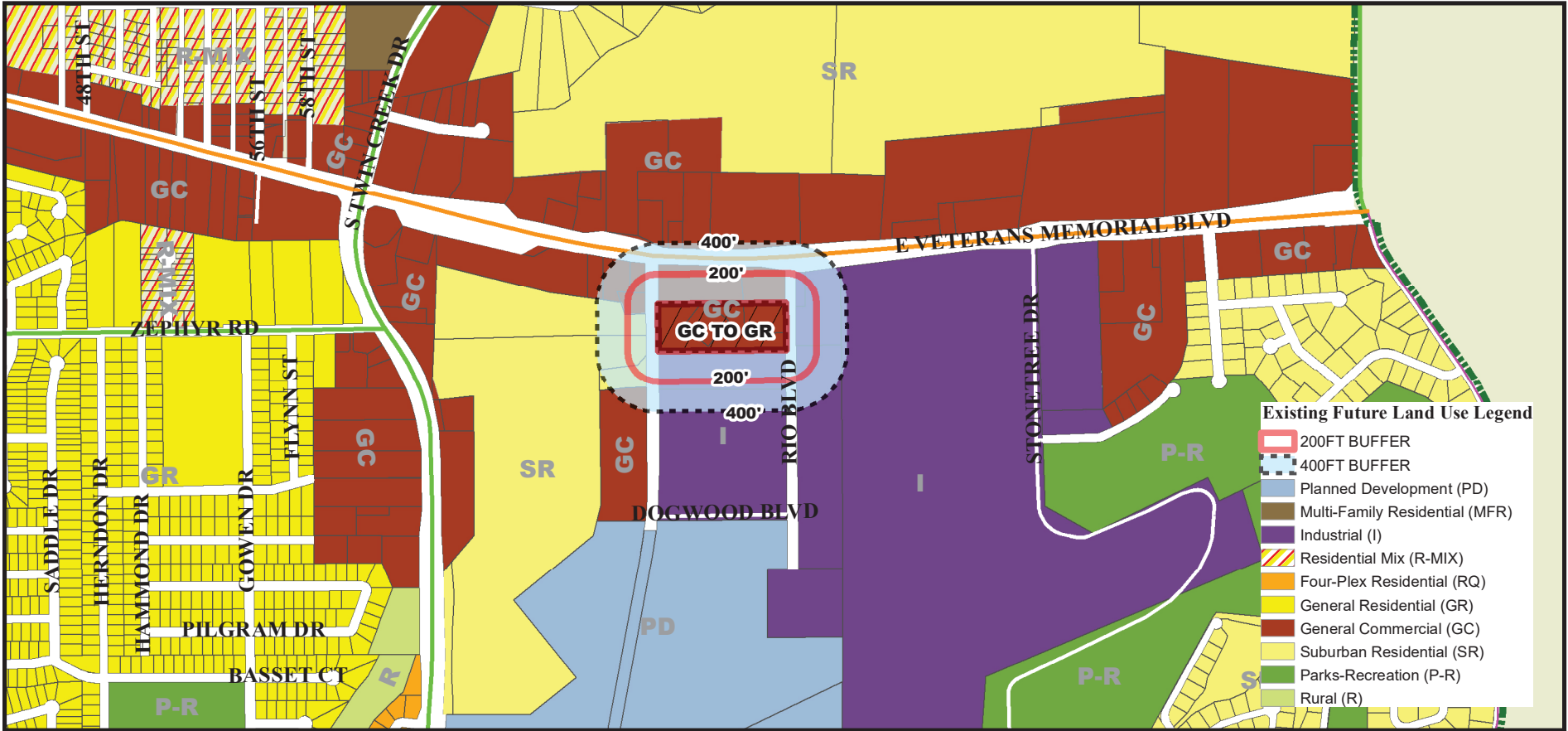


FLUM Plan
Case: FLUM AMENDMENT 2021-02
 Council District: 4
 FROM GC TO GR
 Subject Property Legal Description: KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D,
 & PART A0731BC J J ROBERTS, 1, 753-2, ACRES 1.0 & PART KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D, ACRES 3.0 (5.88 ACRES TOTAL)



1 inch = 833 feet

Date: 5/24/2021



Existing Future Land Use Legend

- 200FT BUFFER
- 400FT BUFFER
- Planned Development (PD)
- Multi-Family Residential (MFR)
- Industrial (I)
- Residential Mix (R-MIX)
- Four-Plex Residential (RQ)
- General Residential (GR)
- General Commercial (GC)
- Suburban Residential (SR)
- Parks-Recreation (P-R)
- Rural (R)

Legend

- Killen City Limits
- Collector, Existing
- Minor Arterial, Existing
- Principal Arterial, Existing



Case: FLUM AMENDMENT 2021-02

Council District: 4
FROM GC TO GR

Subject Property Legal Description: KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D,
& PART A0731BC J J ROBERTS, 1, 753-2, ACRES 1.0 & PART KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D, ACRES 3.0 (5.88 ACRES TOTAL)

Date: 5/25/2021

MINUTES
PLANNING AND ZONING COMMISSION MEETING
June 21, 2021

CASE #FLUM 21-02

HOLD a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Generation III LP, (**Case #FLUM21-02**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'General Residential' (GR) designation for approximately 5.88 acres, being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract. The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas.

Mr. Millard briefed the Commission on the applicant's request and stated that staff recommends approval.

The agent, Mr. Tyler Freese was present to represent the case.

Chairman Latham opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Minor made a motion to disapprove the applicant's request. Commissioner Boyd seconded, and the motion passed by a vote of 5 to 1 with Commissioner Alvarez in opposition.

ORDINANCE _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 5.88 ACRES, BEING PART OF TRACT D OF THE KILLEEN AREA INVESTMENT GROUP CORP., INC. INDUSTRIAL TRACT, FROM A 'GENERAL RESIDENTIAL' (GR) DESIGNATION TO A 'GENERAL COMMERCIAL' (GC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a request, submitted by Republic Engineering & Development Services on behalf of Generation III LP, to amend the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'General Commercial' (GC) designation to a 'General Residential' (GR) designation, said property being legally described as approximately 5.88 acres, being part of Tract D of the Killeen Area Investment Group Corp.; said revision having been duly presented and recommended for disapproval by the Planning and Zoning Commission of the City of Killeen on the 21st day of June 2021, and due notice of the filing of said revision 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 13th day of July 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved;

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

SECTION I: That the future land use designation of approximately 5.88 acres, being part of Tract D of the Killeen Area Investment Group Corp., be amended from an ‘General Commercial’ (GC) designation to a ‘General Residential’ (GR) designation.

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 13th day of July 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, CITY ATTORNEY

Case #: FLUM 21-02

Ord#: 21-____



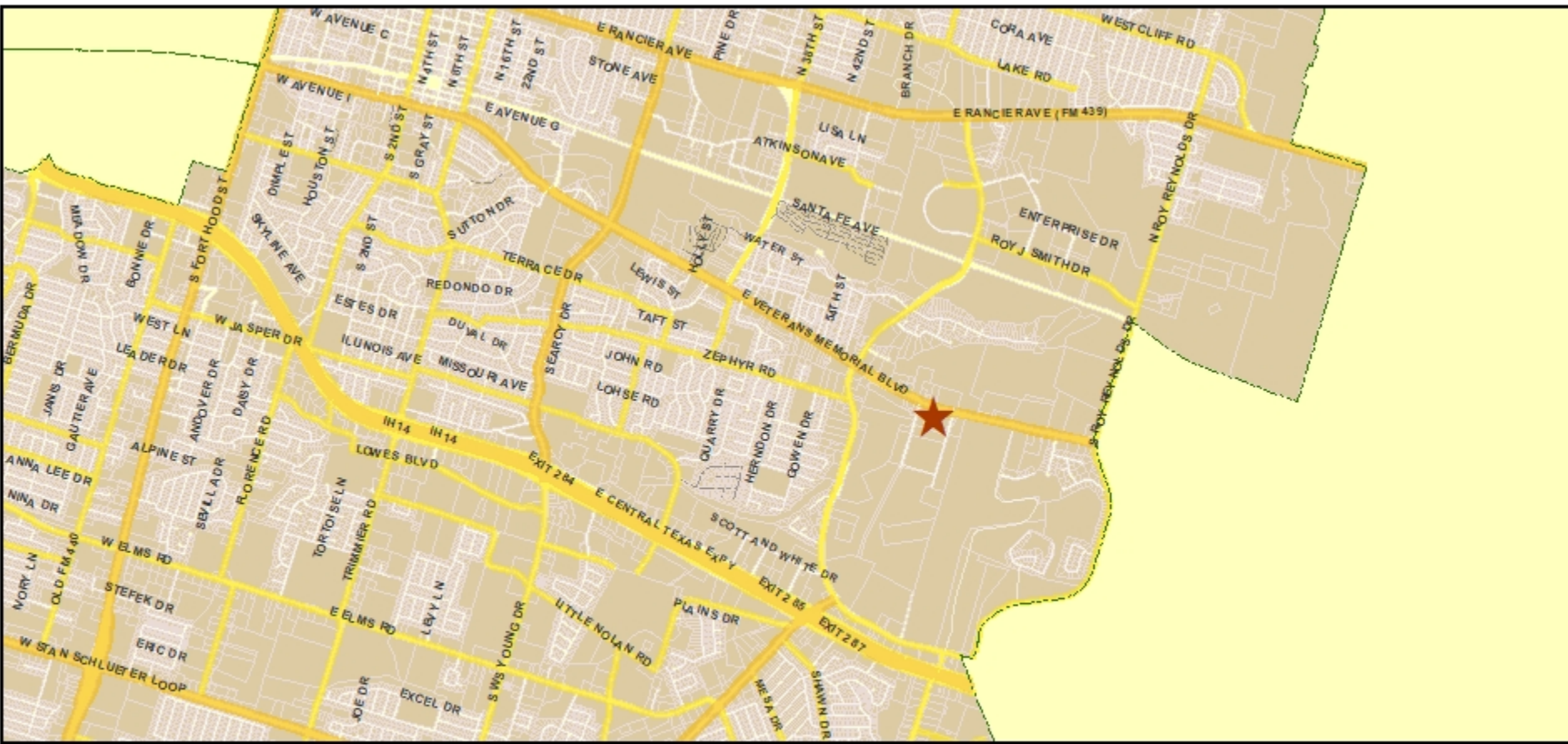
ZONING CASE #Z21-02 FLUM 'GC' TO 'GR'

PH-21-031

July 6, 2021

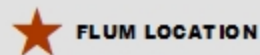
Case #Z21-02 FLUM 'GC' to 'GR'

- ❑ This request, submitted by submitted by Republic Engineering & Development Services on behalf of Generation III LP, is to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'General Residential' (GR) designation for approximately 5.88 acres out of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract.
- ❑ The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas.



Case: FLUM AMENDMENT 2021-02

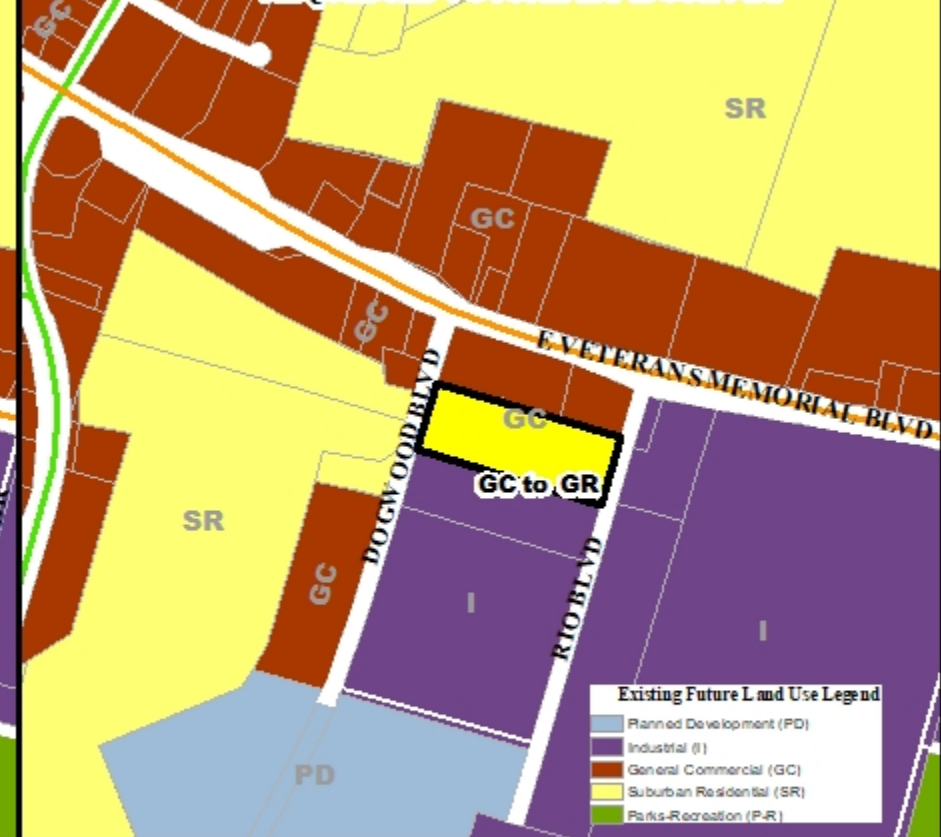
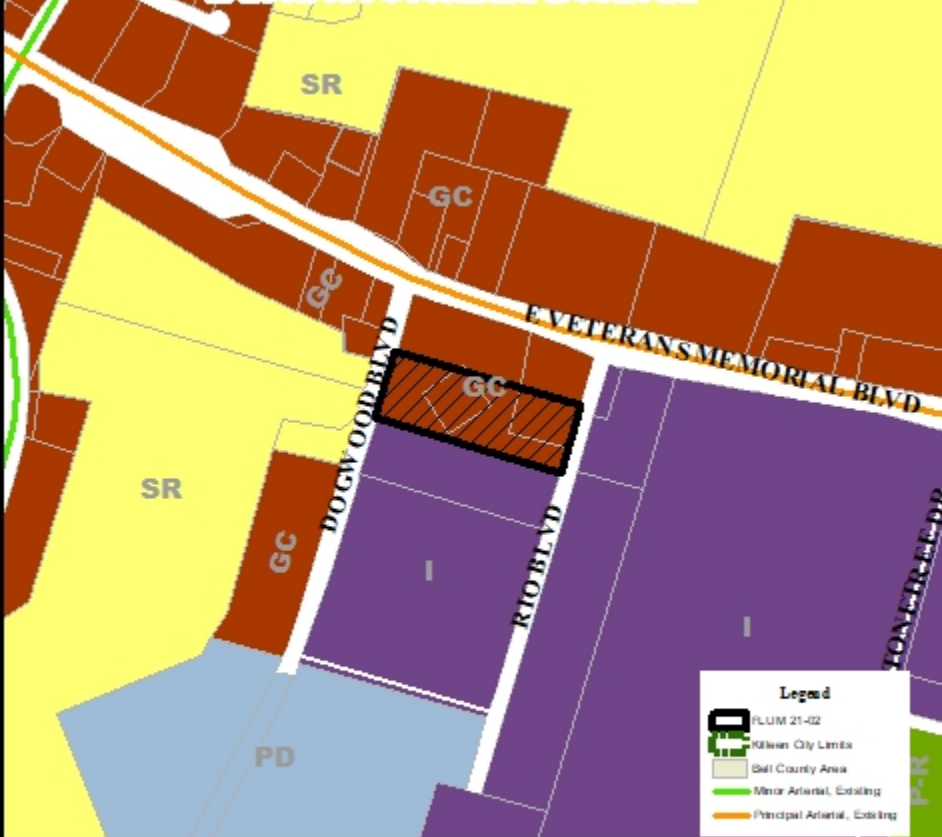
Council District: 4
 FROM GC TO GR
 Subject Property Legal Description: KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D,
 & PART A0731BC J J ROBERTS, 1, 753-2, ACRES 1.0 & PART KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D, ACRES 3.0 (5.88 ACRES TOTAL)



1 inch = 4,167 feet

Case #Z21-02 FLUM 'GC' to 'GR'

- The purpose of this request is to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' ('GC') designation to a 'General Residential' ('GR') designation for approximately 5.88 acres.
- If approved, the applicant intends to develop the site into twenty-four (24) duplex lots on a single local street from Dogwood Boulevard to Rio Boulevard.

EXISTING FUTURE LANDUSE MAP**REQUESTED FUTURE LANDUSE MAP**

Legend

- FLUM 21-02
- Killeen City Limits
- Bell County Area
- Minor Arterial, Existing
- Principal Arterial, Existing

Existing Future Land Use Legend

- Planned Development (PD)
- Industrial (I)
- General Commercial (GC)
- Suburban Residential (SR)
- Parks-Recreation (P-R)

FLUM Plan
Case: FLUM AMENDMENT 2021-02

Council District: 4
 FROM GC TO GR
 Subject Property Legal Description: KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D,
 & PART A0731BC J ROBERTS, 1, 753-2, ACRES 1.0 & PART KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D, ACRES 3.0 (5.88 ACRES TOTAL)



1 inch = 833 feet

Date: 5/24/2021

Case #Z21-02 FLUM 'GC' to 'GR'

6

- ❑ The subject property is currently undeveloped.
- ❑ Adjacent land uses are as follows:
 - ▣ To the north and south are undeveloped properties, which are zoned “M-1” (Manufacturing District);
 - ▣ To the east (on the opposite side of Rio Blvd.) is an existing moving and storage company, which is zoned “M-1” (Manufacturing District); and
 - ▣ To the west (on the opposite side of Dogwood Blvd.) is an existing mobile home park, which is zoned “R-MH” (Mobile Home District),

Case #Z21-02 FLUM 'GC' to 'GR'

7

- This property is designated as 'General Commercial (GC)' on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The 'General Commercial' (GC) designation encourages the following development types:
 - Wide range of commercial retail and service uses at varying scales and intensities;
 - Office (both large and/or multi-story buildings and small-scale office uses);
 - Public/ institutional; and
 - Parks and public spaces.

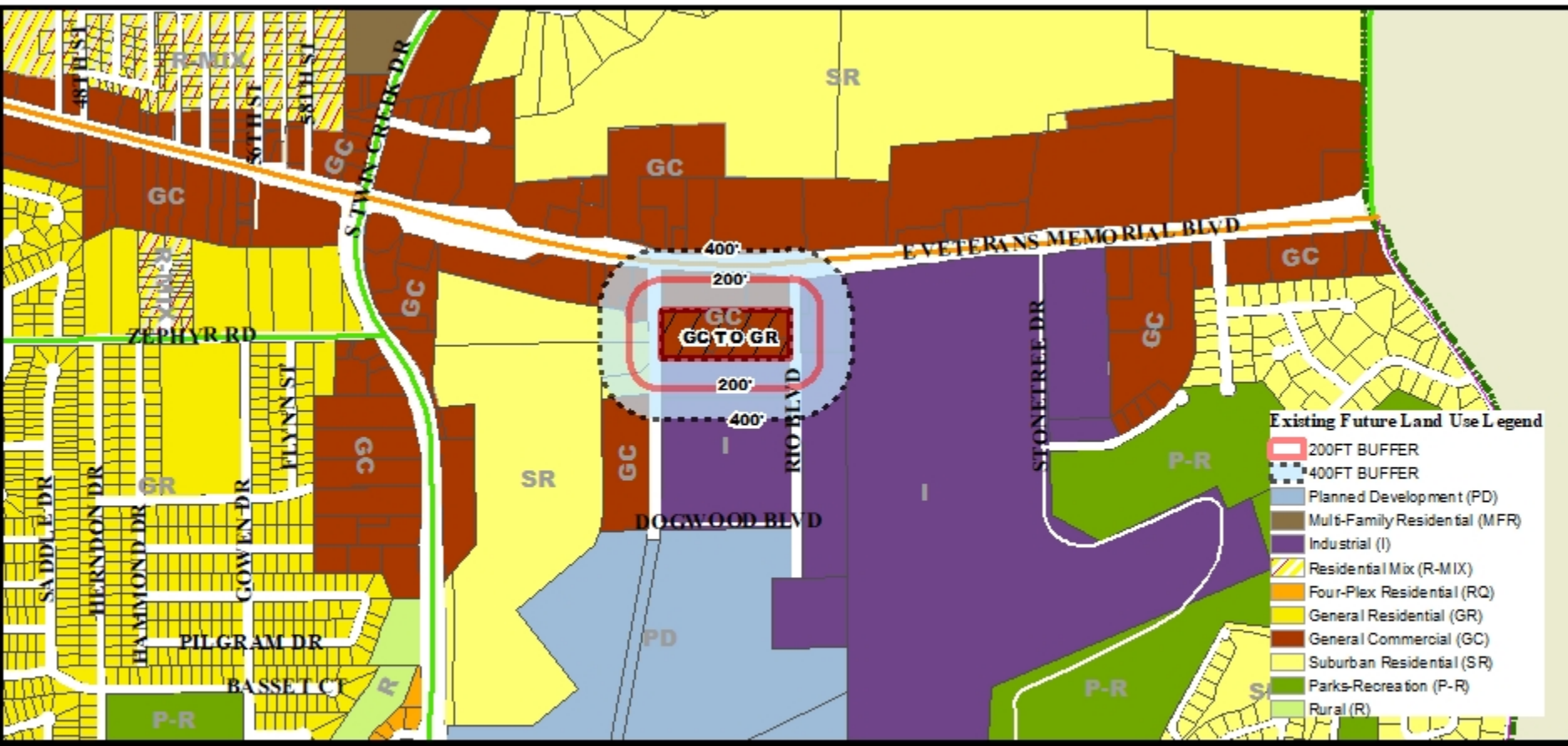
Case #Z21-02 FLUM 'GC' to 'GR'

- If approved, the 'General Residential' (GR) designation encourages the following development types:
 - ▣ Detached residential dwellings as a primary focus;
 - ▣ Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
 - ▣ Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
 - ▣ Public/ institutional; and
 - ▣ Parks and public spaces.

Case #Z21-02 FLUM 'GC' to 'GR'

9

- Staff sent courtesy notices to twenty-three (23) surrounding property owners within 400 feet of the subject property regarding this request.



- Existing Future Land Use Legend**
- 200FT BUFFER
 - 400FT BUFFER
 - Planned Development (PD)
 - Multi-Family Residential (MFR)
 - Industrial (I)
 - Residential Mix (R-MIX)
 - Four-Plex Residential (RQ)
 - General Residential (GR)
 - General Commercial (GC)
 - Suburban Residential (SR)
 - Parks-Recreation (P-R)
 - Rural (R)

Legend

- Killeen City Limits
- Collector, Existing
- Minor Arterial, Existing
- Principal Arterial, Existing



Case: FLUM AMENDMENT 2021-02

Council District: 4

FROM GC TO GR

Subject Property Legal Description: KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D,

& PART A0731BC J ROBERTS, 1, 753-2, ACRES 1.0 & PART KILLEEN AREA INVESTMENT CORP INDUSTRIAL TRACT, LOT PT TR D, ACRES 3.0 (5.88 ACRES TOTAL)

Date: 5/25/2021

Alternatives

- ❑ The City Council has two (2) alternatives:
 - ❑ Disapprove the applicant's FLUM amendment request; or
 - ❑ Approve the applicant's FLUM amendment request.

Recommendations

- Staff recommends approval of the request.
- At their meeting on June 21, 2021, the Planning & Zoning Commission recommended disapproval of the applicant's request by a vote of 5 to 1, with Commissioner Alvarez in opposition.



City of Killeen

Legislation Details

File #: PH-21-032 **Version:** 1 **Name:** Zoning 21-13
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 6/16/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**

Title: HOLD a public hearing and consider an ordinance submitted by Republic Engineering & Development Services on behalf of Generation III L.P., (Case #Z21-013) to rezone approximately 5.88 acres from "R-1" (Single-Family Residential District) and "M-1" (Manufacturing District) to "R-2" (Two-Family Residential District), being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract. The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas. (Requires 3/4 Majority Vote)

Sponsors: Development Services

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Considerations](#)
[Responses](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Dir. of Development Services

SUBJECT: ZONING CASE #Z21-13 "R-1" (Single-Family Residential District) and "M-1" (Manufacturing District) to "R-2" (Two-Family Residential District).

BACKGROUND AND FINDINGS:

Summary of Request:

This request, submitted by Republic Engineering & Development Services on behalf of Generation III L.P., is to rezone 5.880 acres, being 3.00 acres out of the J.J. Roberts survey, Abstract 731, and a part of Tract D, Killeen Area Investment Group Corp., Inc. Industrial Tract from "R-1" (Single-Family Residential District) & "M-1" (Manufacturing District) to "R-2" (Two-Family Residential District). The applicant intends to develop the area of this proposal into duplex dwellings. The 5.88 acres has the potential to be developed into thirty-six (36) "R-2" (Two-Family Residential District) lots. The applicant intends to place twenty-four (24) lots on a single newly developed local street that will connect from Dogwood Boulevard to Rio Boulevard.

Zoning / Plat Case History:

The subject property was zoned "M-1" (Manufacturing District) in 1970 and staff is unable to determine the previous zoning classification. Staff is unable to obtain the historical zoning information on the portion that is currently zoned "R-1" (Single-Family Residential District). The property was platted in 1974 as the Killeen Area Investment Group Corp., Inc. Industrial Tract with no Lot and Block given.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

- North: Undeveloped property, zoned "M-1" (Manufacturing District) directly abutting this parcel.
- South: Undeveloped property, zoned "M-1" (Manufacturing District) directly abutting this parcel.
- East: Existing moving and storage company, zoned "M-1" (Manufacturing District) on the opposite side of Rio Blvd.
- West: Existing mobile home park, zoned "R-MH" (Mobile Home District) on the opposite side of Dogwood Blvd.

Future Land Use Map Analysis:

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Commercial' (GC) designation encompasses a range of commercial retail and service uses, at varying scales and intensities depending on the site. Characteristics of this designation are auto-oriented character, which can be offset by enhanced building design, landscaping, reduced site coverage and well-designated signage.

The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities depending on the site;
- Office(both large and/or multi-story buildings and small-scale office uses depending on the site);
- Public/institutional; and
- Parks and public spaces.

The zoning request is not consistent with the Comprehensive Plan. However, a concurrent FLUM amendment request has been submitted.

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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property will be from Dogwood Blvd. on the west and Rio Blvd. on the east. Each roadway is classified as a 60' wide local street on the City of Killeen Thoroughfare Plan. The average two-family home is expected to generate approximately twenty (20) vehicle trips per day. This development could see an increase of four hundred and eighty (480) vehicle trips per day. This data is sourced from the Institute of Transportation Engineer (ITE) Trip Generation Rates-9th Edition, provided through Spack Consulting.

Public Notification:

Staff notified twenty-three (23) surrounding property owners regarding this request. As of the date of this staff report, one response has been received in favor of the request.

Of those property owners notified, ten (10) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and nine (9) reside outside the city limits of Killeen.

Staff Findings:

Staff finds that the applicant's proposed zoning request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character.

There are no known environmental constraints for these lots. The lots are not within any FEMA regulatory Special Flood Hazard Area (SFHA). There is a Riverine habitat that crosses this tract. There are no other known wetlands on or adjacent to the parcel.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the applicant's request for "R-2" (Two-Family Residential District); or
- Approve the applicant's request for "R-2" (Two-Family Residential District).

Which alternative is recommended? Staff recommends approval of the applicant's request.

Why? The proposed change in use is compatible with the existing character of the area.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

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

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

The Planning & Zoning Commission recommended disapproval of the applicant's request by a vote of 5 to 1 with Commissioner Alvarez in opposition.

In accordance with Killeen Code of Ordinances Sec. 31-39(d), approval of this request requires the affirmative vote of three-fourths (3/4) of all members of the City Council.

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps

Minutes

Ordinance

Considerations

Responses



Attachment #3

Council District: 1

1 inch = 163 feet


Subject Property Legal Description: 5200 E VETERANS MEMORIAL BLVD

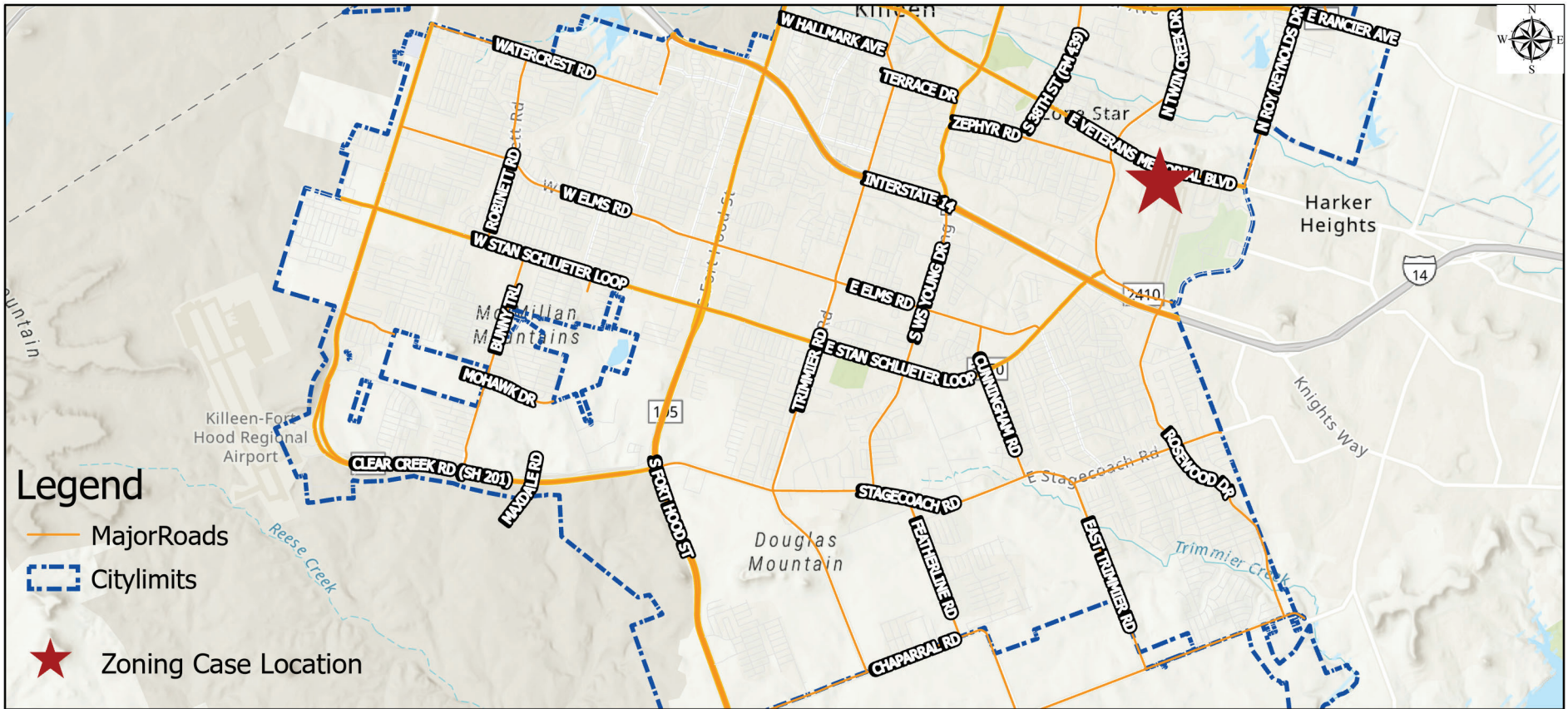
Zoning Map

Zoning Case 2021-13

Legend

 Citylimits

 Production.GISADMIN.ZoningCases2021 selection



Attachment #1

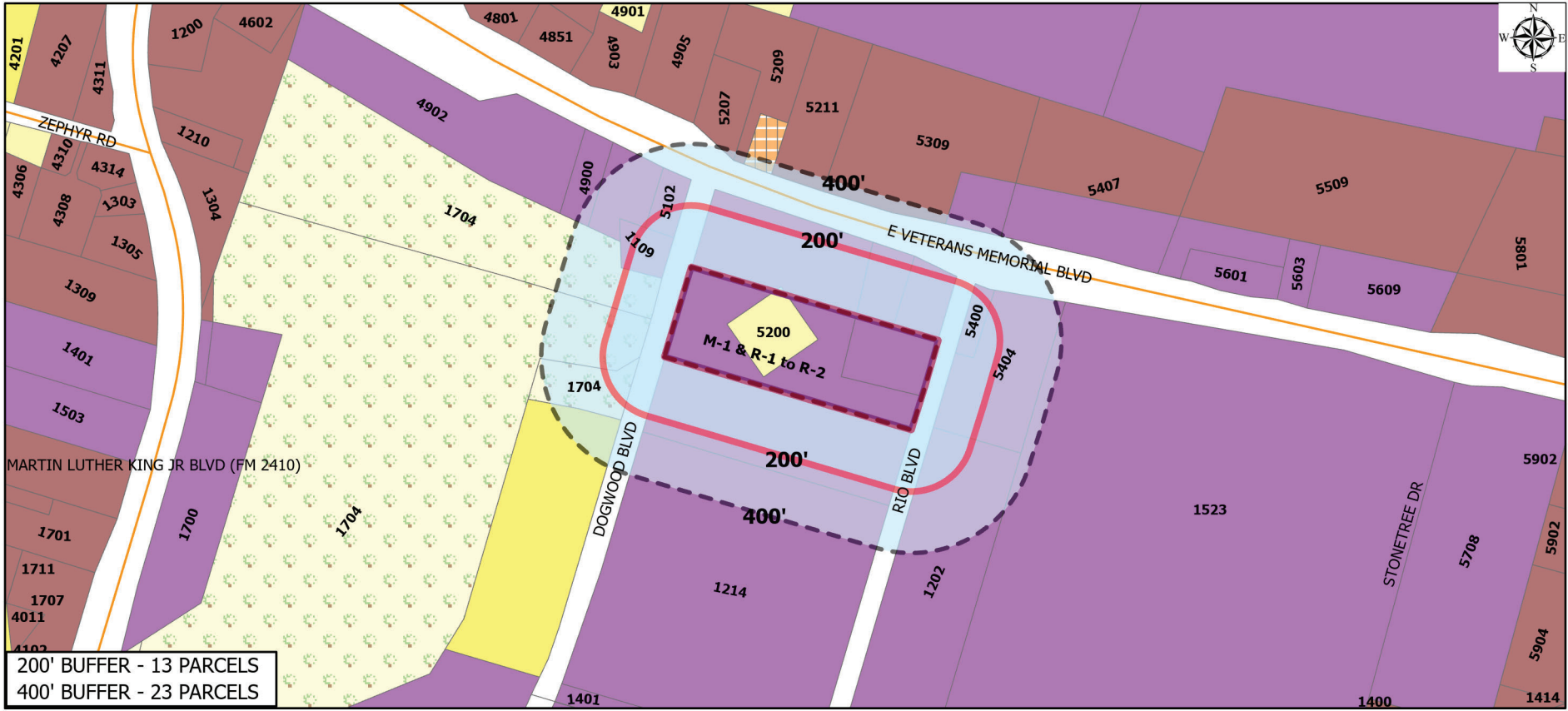
Council District: 1

1 inch = 7,674 feet

Subject Property Legal Description: 5200 E VETERANS MEMORIAL BLVD

Zoning Map

Zoning Case 2021-13



200' BUFFER - 13 PARCELS
 400' BUFFER - 23 PARCELS

Attachment #1

Council District: 1

1 inch = 520 feet

Subject Property Legal Description: 5200 E VETERANS MEMORIAL BLVD

Zoning Map
Zoning Case 2021-13

Legend		Current Zoning	
	B-3		M-1
	B-5		R-1
	B-C-1		R-3
			RMH

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 21, 2021**

**CASE #Z21-13
“R-1 & M-1” to “R-2”**

HOLD a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Generation III LP, (Case #Z21-013) to rezone approximately 5.88 acres from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to “R-2” (Two-Family Residential District), being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract. The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas.

Mr. Millard briefed the Commission on the applicant’s request and stated that staff recommends the vote be consistent with the FLUM vote.

The agent, Mr. Tyler Freese was present to represent the case.

Chairman Latham opened the public hearing.

Mr. Freese spoke on behalf of the owners in favor of the zoning request.

Mrs. Mary Kliewer spoke in favor of the zoning change.

With no one else wishing to speak, the public hearing was closed.

Commissioner Minor made a motion to disapprove the applicant’s request. Commissioner Gukeisen seconded, and the motion passed by a vote of 5 to 1 with Commissioner Alvarez in opposition.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 5.88 ACRES OUT OF PART OF TRACT D OF THE KILLEEN AREA INVESTMENT GROUP CORP., INC. INDUSTRIAL TRACT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Republic Engineering & Development Services on behalf of Generation III L.P., has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 5.88 acres of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract, from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to “R-2” (Two-Family Residential District), said request having been duly recommended for disapproval of “R-2” (Two-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 21st day of June 2021, 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 13th day of July 2021, 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 three-fourths (3/4) majority opinion that the applicant’s zoning request should be approved;

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

SECTION I. That the zoning classification of approximately 5.88 acres of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract, be changed from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to “R-2” (Two-Family

Residential District), for the property locally addressed as 5200 East Veterans Memorial Boulevard, 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 13th day of July 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, CITY ATTORNEY

Case #21-13

Ord. #21-___

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.



CITY OF KILLEEN
PLANNING & DEVELOPMENT SERVICES

June 02, 2021

RE: CASE #Z21-13 HOLD a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Generation III LP (Case #Z21-13) Being 3.00 acres out of the J.J. Roberts survey, Abstract No. 731, and being a part of tract D, Killeen Area Investment Group Corp., Inc. Industrial Tract, addressed as 5200 E Veterans Memorial Blvd, Killeen, Texas from "R-1" (Single-Family Residential District) & "M-1" (Manufacturing District) to "R-2" (Two-Family Residential District)

Dear Property Owner:

The enclosed map shows the property to be rezoned. This property is marked by diagonal lines, and the circular line indicates those properties within the four hundred (400) foot radius. We are required to notify you since you own property within the 400' notification boundary.

The City of Killeen Planning and Zoning Commission has scheduled a public hearing for this request on **June 21, 2021, 5:00 p.m.** in the Utility Collections Conference Room, which is located at 210 W. Avenue C. The Utility Collections Conference Room is located at the northwest corner of the building. You are invited to attend this hearing to present any facts, which you feel the Planning and Zoning Commission should consider in evaluating this request.

You may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: **City of Killeen, Planning & Development Services, 200 E. Avenue D, Suite 6, Killeen, Texas 76541.** To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than **4:00 p.m., June 21, 2021.** After the Planning and Zoning meeting, this matter will be forwarded to the City Council on **July 13, 2021, at 5:00 p.m. in Council Chambers, at City Hall, 101 North College Street., Killeen Texas,** where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

-----CUT HERE-----

YOUR NAME: DENNIS JACOB	PHONE NUMBER: (254) 289-2400
CURRENT ADDRESS: P.O. Box 2364 Harker HTS TX 76548	
ADDRESS OF PROPERTY OWNED: 5209 E. VMB, Killeen TX	
COMMENTS: I would not oppose this zoning request. I think this site would work for an R-2 zoning as you already have a mix of things to include mobile homes	
Dennis Jacob	
SIGNATURE:	REQUEST: "R-1" & "M-1" to "R-2" SPO #Z21-13 du



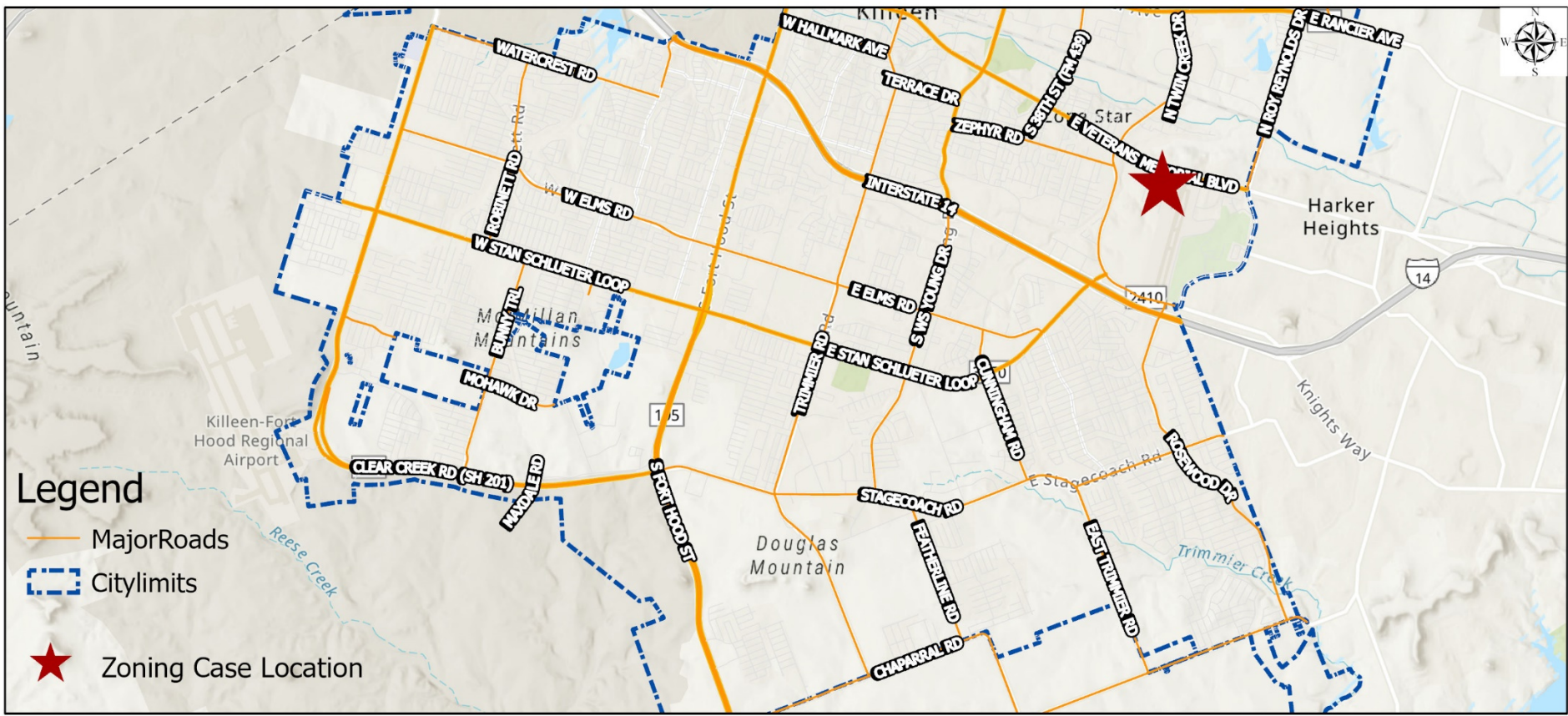
CASE #Z21-13: “M-1” & “R-1” TO “R-2”

PH-21-032

July 6, 2021

Case #Z21-13: “M-1” & “R-1” to “R-2”

- ❑ **HOLD** a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Generation III LP, (**Case #Z21-013**) to rezone approximately 5.88 acres from “R-1” (Single-Family Residential District) and “M-1” (Manufacturing District) to “R-2” (Two-Family Residential District), being part of Tract D of the Killeen Area Investment Group Corp., Inc. Industrial Tract.
- ❑ The property is locally addressed as 5200 East Veterans Memorial Boulevard, Killeen, Texas.



Legend

- Major Roads
- - - City Limits
- ★ Zoning Case Location

Attachment #1
 Council District: 1
 1 inch = 7,674 feet
 Subject Property Legal Description: 5200 E VETERANS MEMORIAL BLVD

Zoning Map
Zoning Case 2021-13



Attachment #3

Council District: 1

1 inch = 163 feet

Subject Property Legal Description: 5200 E VETERANS MEMORIAL BLVD

Zoning Map

Zoning Case 2021-13

Legend



Citylimits



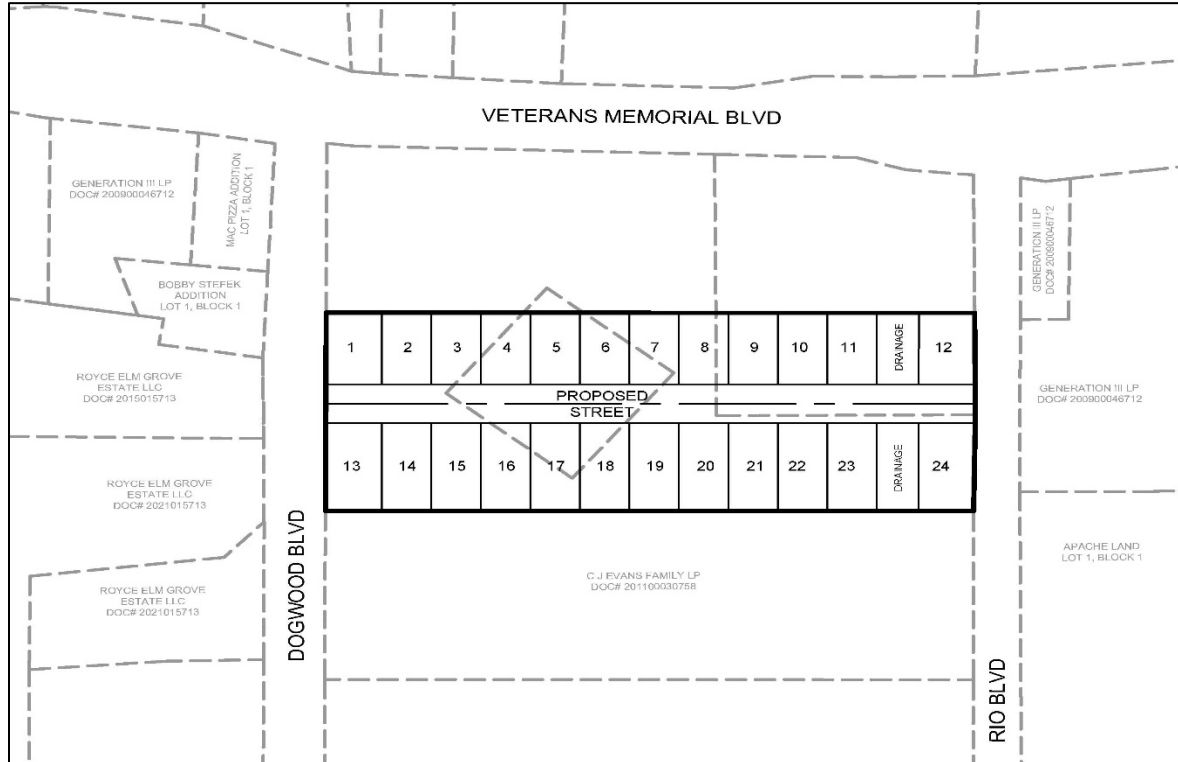
Production, GISADMIN, ZoningCases2021
selection

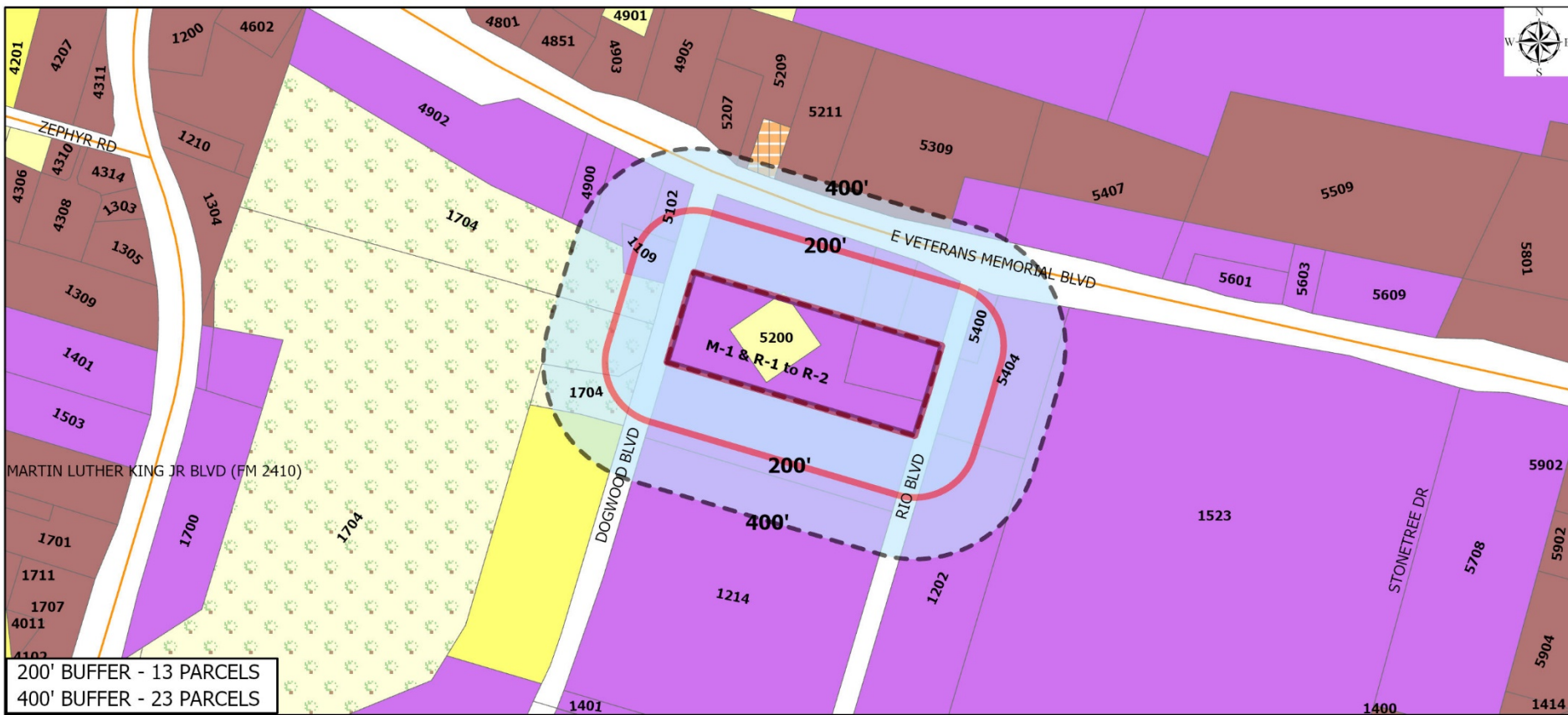
Case #Z21-13: “M-1” & “R-1” to “R-2”

5

- If approved, the applicant intends to develop the site into twenty-four (24) duplex lots on a single local street from Dogwood Boulevard to Rio Boulevard.

Case #Z21-13: "M-1" & "R-1" to "R-2"





200' BUFFER - 13 PARCELS
 400' BUFFER - 23 PARCELS

Attachment #1
 Council District: 1
 1 inch = 520 feet
 Subject Property Legal Description: 5200 E VETERANS MEMORIAL BLVD

Zoning Map Zoning Case 2021-13

Legend		Current Zoning
	B-3	M-1
	B-5	R-1
	B-C-1	R-3
		RMH

Case #Z21-13: “M-1” & “R-1” to “R-2”

8

- ❑ Staff notified twenty-three (23) surrounding property owners regarding this request.
- ❑ As of the date of this report, one response has been received in favor of the request.

Alternatives

9

- ❑ The City Council has two (2) alternatives. The Council may:
 - ❑ Disapprove the applicant's request; or
 - ❑ Approve the applicant's request.

Recommendations

- ❑ Staff recommends approval of the applicant's zoning request.
- ❑ At their meeting on June 21, 2021, the Planning & Zoning Commission recommended disapproval of the applicant's request by a vote of 5 to 1 with Commissioner Alvarez in opposition.
- ❑ In accordance with Sec. 31-39(d), approval of the request requires the affirmative vote of three-fourths (3/4) of all members of the City Council.



City of Killeen

Legislation Details

File #: PH-21-033 **Version:** 1 **Name:** Zoning 21-15
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 6/16/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance submitted by OW Clear Creek LLC, (Case #Z21-15) to rezone approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600 from "R-MS" (Manufactured Housing District) to "B-3" (Business District). The property is locally addressed as 5314 Tiffany Circle, Killeen, Texas.
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Considerations](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Dir. of Development Services

SUBJECT: ZONING CASE #Z21-15 "R-MS" (Manufactured Housing District) to "B-3" (Business District).

BACKGROUND AND FINDINGS:

Summary of Request:

This request is submitted by OW Clear Creek LLC to rezone approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600, from "R-MS" (Manufactured Housing District) to "B-3" (Local Business District). A 2,440 square foot commercial building is located on the property. This structure has historically been used as storage for the owners of eleven (11) of the fifty-eight (58) lots in the subdivision. Should the request be approved, the applicant intends to lease the building to a commercial business.

Zoning / Plat Case History:

The subject property was rezoned from an initial annexation zoning of "A" (Agricultural) to "R-MS" (Manufactured Housing District) in 2008.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

- To the north: Existing manufactured home park, zoned "R-MS" (Manufactured Housing District) directly abutting this parcel.
- To the south: Undeveloped property, zoned "B-3" (Local Business District) directly abutting this parcel.
- To the east: Existing manufactured home park, zoned "R-MS" (Manufactured Housing District) directly abutting this parcel.
- To the west: Undeveloped property, "B-3" (Local Business District) and "A" (Agricultural) on the opposite side of Clear Creek Road.

Future Land Use Map Analysis:

This property is designated as 'Suburban Commercial' ('SC') on the on the Future Land Use Map (FLUM) of the Comprehensive Plan. 'Suburban Commercial' ('SC') characteristics offer reduced

site coverage relative to most commercial development especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design.

The 'Suburban Commercial' ('SC') designation encourages the following development types:

- Range of commercial retail and service uses, at varying scales and intensities depending on the site;
- Office (both large and/or multi-story buildings and small-scale office uses depending on the site);
- Planned development to accommodate custom site designs or mixing of uses in a suburban character setting;
- Public/institutional; and
- Parks and public spaces.

The zoning request is consistent Future Land Use Map (FLUM) of the Comprehensive Plan.

Water, Sewer and Drainage Services

Provider: City of Killeen

Within Service Area: Yes

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

Transportation and Thoroughfare Plan:

Ingress and egress is via Clear Creek Road (S.H. 201), which is classified as a 120' wide Principal Arterial, and Tiffany Circle, which is classified as 60' wide local street on the City of Killeen Thoroughfare Plan.

Public Notification:

Staff notified forty (41) surrounding property owners regarding this request. As of the date of this staff report, no responses have been received in opposition to the request.

Of those property owners notified, twenty (20) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and eight (8) reside outside the city limits of Killeen.

Staff Findings:

Staff finds that the applicant's request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character. Staff also finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

There are no known environmental constraints for these lots. The lots are not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the applicant's request for "B-3" (Local Business District); or
- Approve the applicant's request for "B-3" (Local Business District).

Which alternative is recommended? Staff recommends approval of the applicant's request.

Why? The proposed change in use is compatible with the existing character of the area.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

The Planning & Zoning Commission, by a vote of 6 to 0, recommended approval of the applicants request to rezone the property to "B-3" (Local Business District).

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps
Minutes

Ordinance
Considerations



Attachment #3

Council District: 4

1 inch = 81 feet

Subject Property Legal Description: 5314 TIFFANY CIR

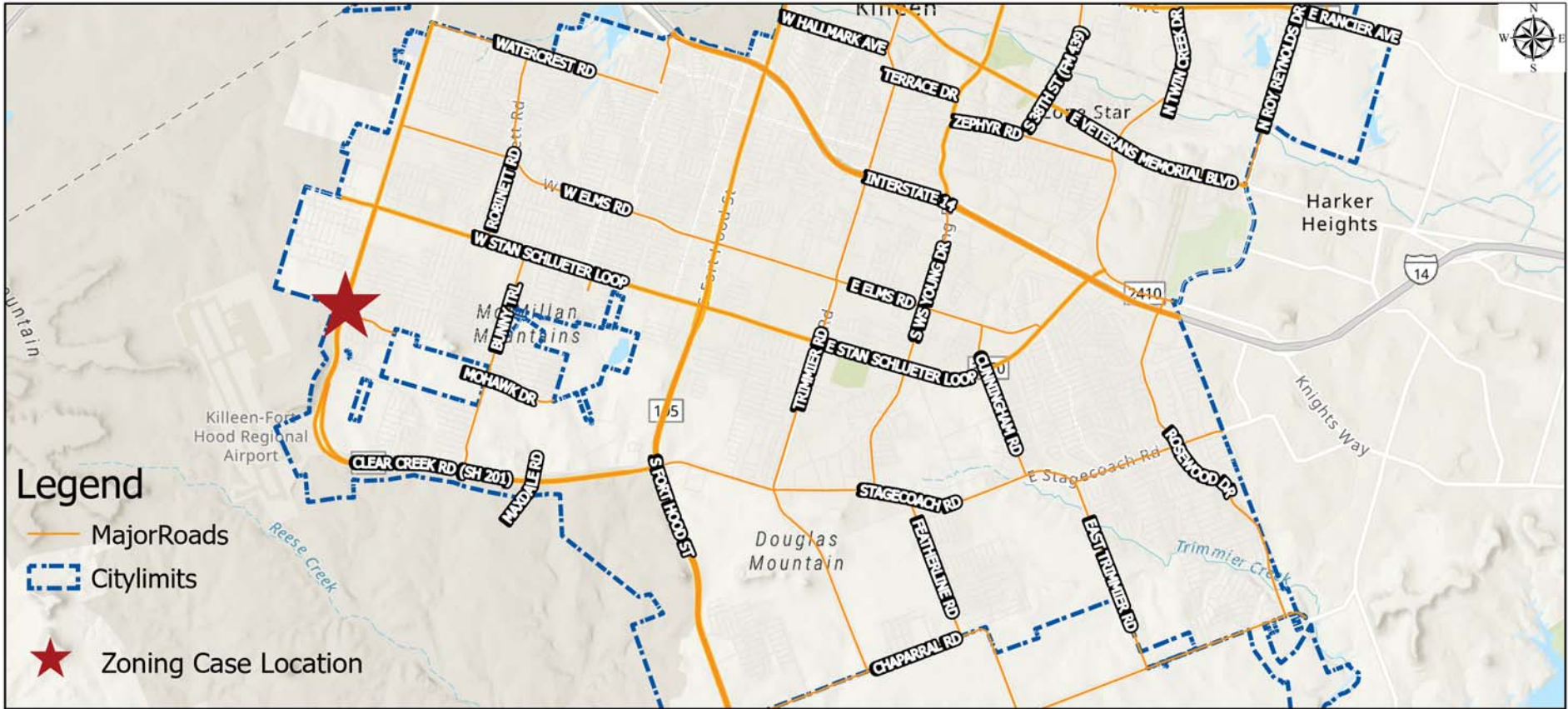
Zoning Map

Zoning Case 2021-15

Legend

 Citylimits

 Z21-15



Attachment #1

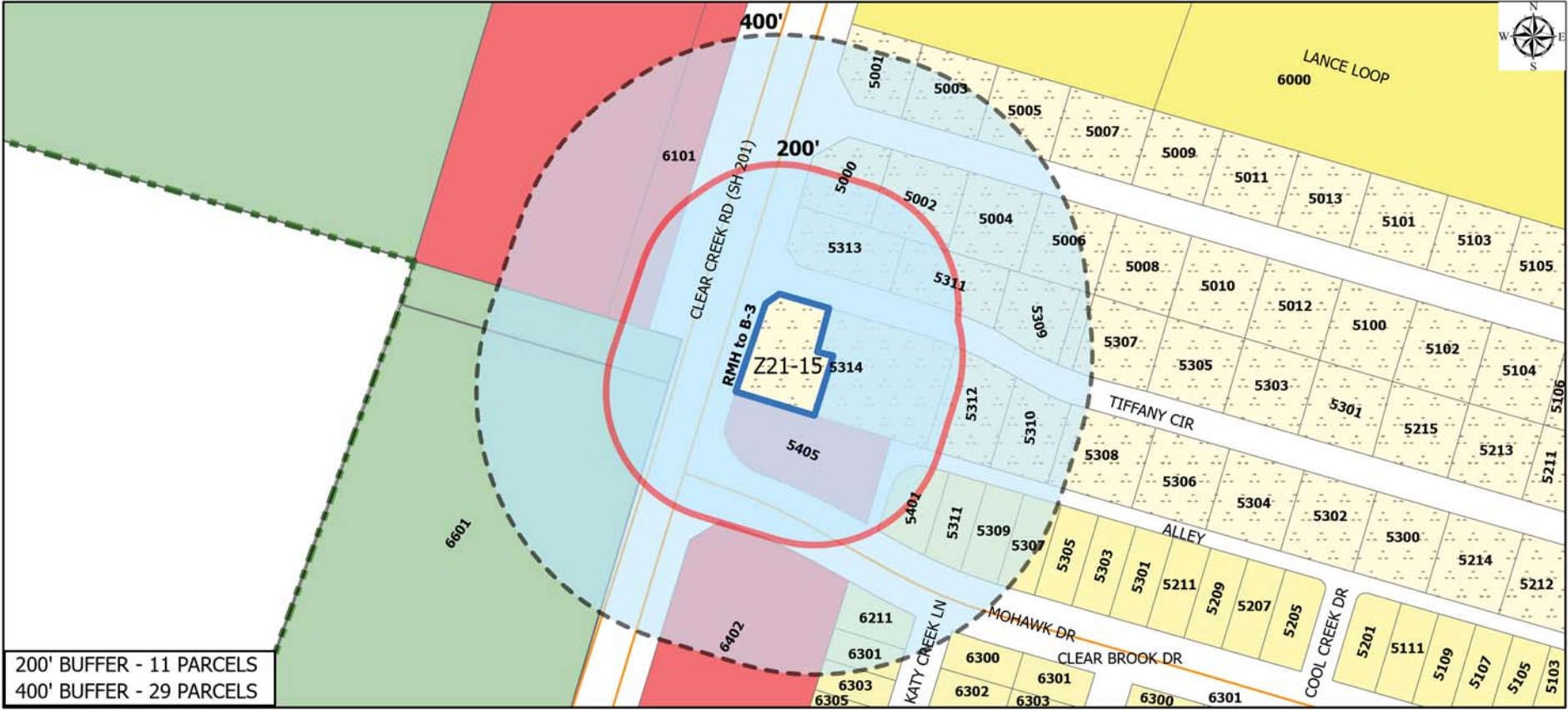
Council District: 4

1 inch = 7,674 feet

Subject Property Legal Description: 5314 TIFFANY CIR

Zoning Map

Zoning Case 2021-15



200' BUFFER - 11 PARCELS
 400' BUFFER - 29 PARCELS

Attachment #1
 Council District: 4
 1 inch = 247 feet
 Subject Property Legal Description: 5314 TIFFANY CIR

Zoning Map
Zoning Case 2021-15

Legend		Current Zoning	
■	A	■	R-1
■	B-3	■	R-MP
		■	R-MS
		■	SF-2

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 21, 2021**

**CASE #Z21-15
“R-MS” to “B-3”**

HOLD a public hearing and consider a request submitted by OW Clear Creek LLC, (Case #Z21-15) to rezone approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600 from “R-MS” (Manufactured Housing District) to “B-3” (Business District). The property is locally addressed as 5314 Tiffany Circle, Killeen, Texas.

Mr. Millard briefed the Commission on the applicant’s request and stated that staff recommends approval of the change.

The property owner, Mr. Tyler Cotton was present to represent the case.

Chairman Latham opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Ploeckelmann made a motion to approve the applicant’s request as presented. Commissioner Boyd seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.44 ACRES OUT OF THE J.E. MADDERA SURVEY, ABSTRACT NO. 600, FROM “R-MS” (MANUFACTURED HOUSING DISTRICT) TO “B-3” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, OW Clear Creek LLC has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600 from “R-MS” (Manufactured Housing District) to “B-3” (Business District), said request having been duly recommended for approval of “B-3” (Business District) by the Planning and Zoning Commission of the City of Killeen on the 21st day of June 2021, 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 13th day of July 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

SECTION I. That the zoning classification of approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600 from “R-MS” (Manufactured Housing District) to “B-3” (Business District), said request having been duly recommended for approval of “B-3” (Business District), for the property locally addressed as 5314 Tiffany Circle, 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 13th day of July 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, CITY ATTORNEY

Case #21-15

Ord. #21-__

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



CASE #Z21-15: “R-MS” TO “B-3”

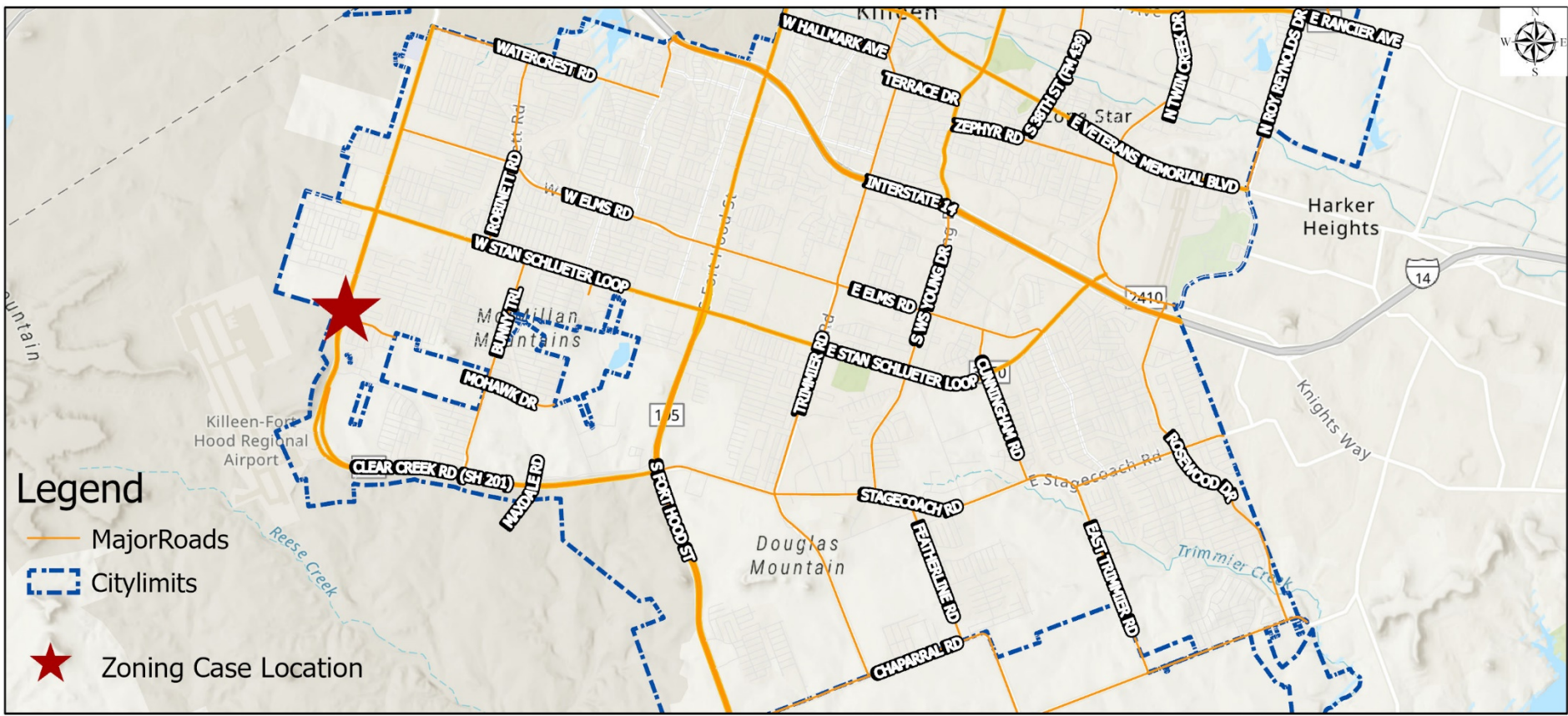
PH-21-033

July 6, 2021

Case #Z21-15: “R-MS” to “B-3”

2

- ❑ **HOLD** a public hearing and consider a request submitted by OW Clear Creek LLC, (**Case #Z21-15**) to rezone approximately 0.44 acres out of the J.E. Maddera Survey, Abstract No. 600 from “R-MS” (Manufactured Housing District) to “B-3” (Business District).
- ❑ The property is locally addressed as 5314 Tiffany Circle, Killeen, Texas.

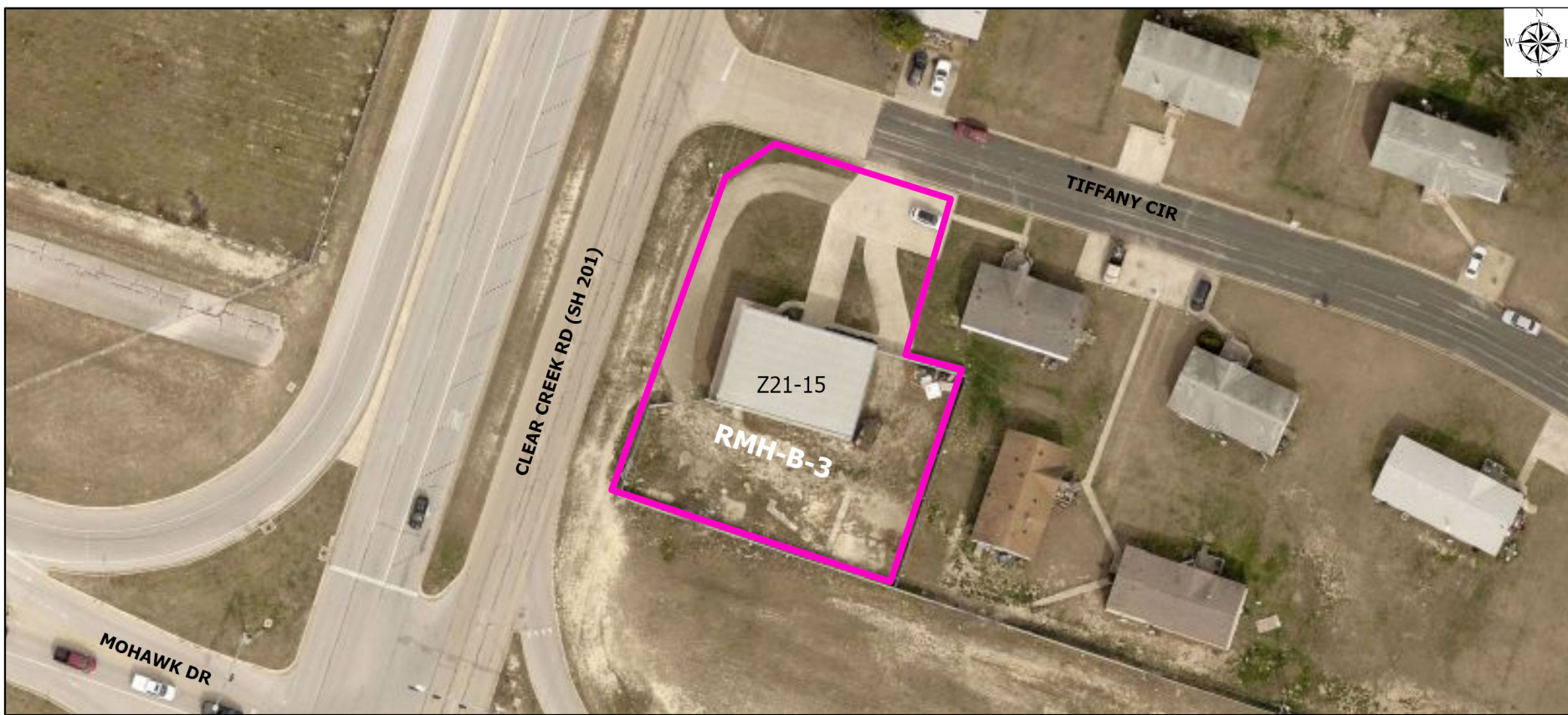


Legend

- Major Roads
- - - City Limits
- ★ Zoning Case Location

Attachment #1
 Council District: 4
 1 inch = 7,674 feet
 Subject Property Legal Description: 5314 TIFFANY CIR

Zoning Map
Zoning Case 2021-15



Attachment #3
Council District: 4
1 inch = 81 feet
Subject Property Legal Description: 5314 TIFFANY CIR

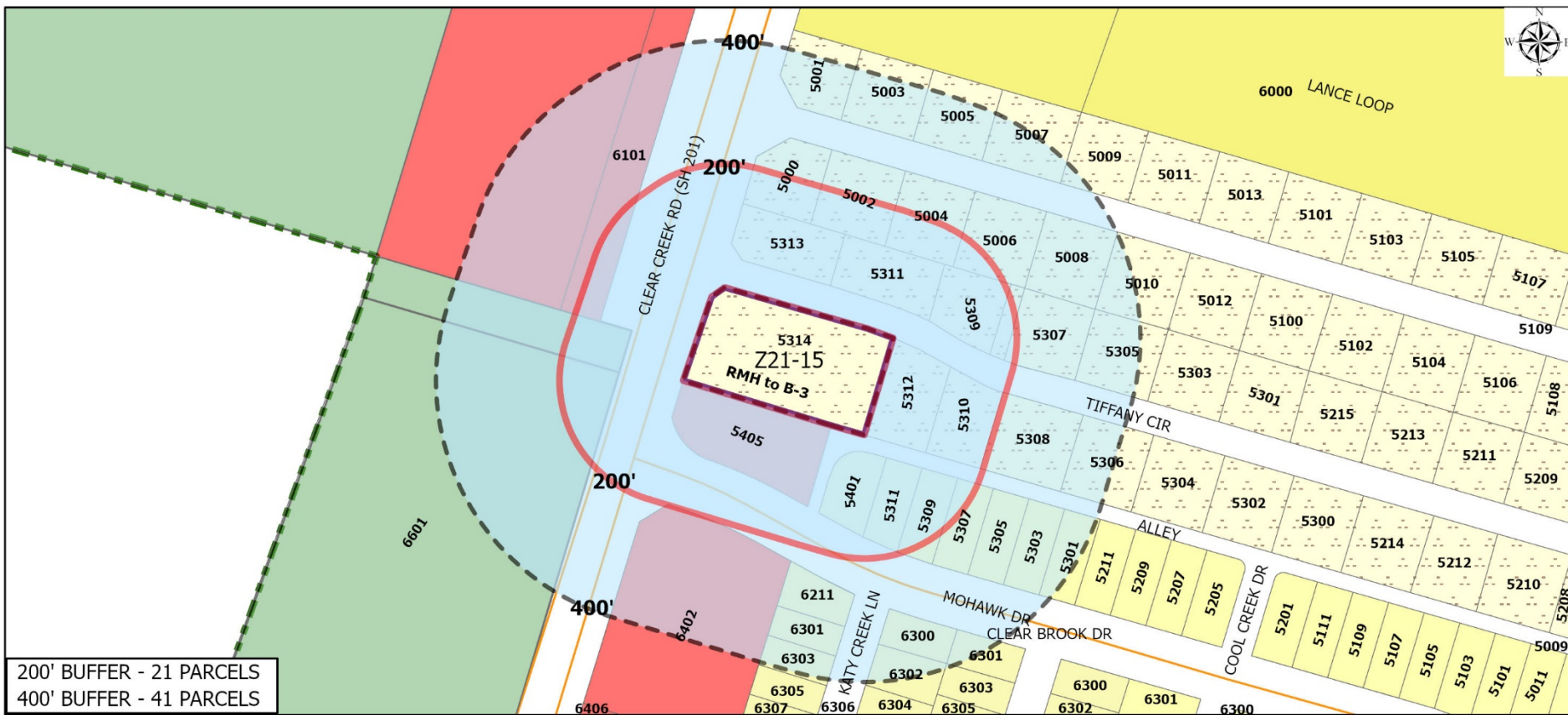
Zoning Map
Zoning Case 2021-15

- Legend**
-  Citylimits
 -  Z21-15

Case #Z21-15: “R-MS” to “B-3”

5

- If approved, the applicant intends to lease the existing structure for use as a commercial business.



200' BUFFER - 21 PARCELS
 400' BUFFER - 41 PARCELS

Attachment #1
 Council District: 4
 1 inch = 260 feet
 Subject Property Legal Description: 5314 TIFFANY CIR

Zoning Map
Zoning Case 2021-15

Legend		Current Zoning
	A	R-1
	B-3	R-MP
		R-MS
		SF-2

Case #Z21-15: “R-MS” to “B-3”

7

- ❑ Staff notified forty (41) surrounding property owners regarding this request.
- ❑ As of the date of this staff report, no responses have been received in opposition to the request.

Alternatives

8

- ❑ The City Council has two (2) alternatives. The Council may:
 - ❑ Disapprove the applicant's request; or
 - ❑ Approve the applicant's request.

Recommendations

- ❑ Staff recommends approval of the applicant's zoning request.
- ❑ At their meeting on June 21, 2021, the Planning & Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Legislation Details

File #: PH-21-034 **Version:** 1 **Name:** Zoning 21-16
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 6/17/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance submitted by Quintero Engineering LLC on behalf of E. Construction, LLC (Case #Z21-16) to rezone approximately 1.50 acres from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District), being Lot 1, in Block 1, Faucett Commercial Subdivision. The property is locally addressed as 3700 South W.S. Young Drive, Killeen, Texas.
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Maps](#)
[Minutes](#)
[Ordinance](#)
[Considerations](#)
[Responses](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Dir. of Development Services

SUBJECT: ZONING CASE #Z21-16 "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District).

BACKGROUND AND FINDINGS:

Summary of Request:

This request, submitted by Quintero Engineering, LLC on behalf of E. Construction, LLC, is to rezone Lot 1, Block 1, Faucett Commercial Subdivision, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The subject property is a newly constructed commercial shopping center known as Copper Mountain Plaza. If approved, the applicant intends to lease a portion of the property to a prospective business for the sale of alcohol for on-premise consumption.

The requested "B-C-1" (General Business and Alcohol Sales District) zoning district allows for on-premise consumption of alcohol without a Food and Beverage Certificate in accordance with the rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended.

Zoning / Plat Case History:

On February 11th, 1997, the property was rezoned from "R-1" (Single-Family Residential District) to "B-5" (Business District). The property was platted as Lot 1, Block 1, Faucett Commercial Subdivision.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

- To the north: Existing high-density apartment complex zoned "R-3" (Multi-Family Residential District).
- To the south: Existing commercial business plaza zoned "B-5" (Business District) on the opposite side of East Elms Road.
- To the east: Undeveloped commercial property zoned "B-5" (Business District).
- To the west: Existing hotel with restaurant zoned "B-C-1" (General Business and Alcohol Sales District) on the opposite side of South WS Young Drive.

Future Land Use Map Analysis:

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Commercial' (GC) designation encompasses a range of commercial, retail, and service uses at varying scales and intensities depending on the site. Characteristics of this designation are auto-oriented character, which can be offset by enhanced building design, landscaping, reduced site coverage and well-designated signage.

The 'General Commercial' (GC) future land use and character recommends the following development types:

- Wide range of commercial, retail and service uses at varying scales and intensities depending on the site;
- Office (both large and/ or multi-story buildings and small-scale office uses depending on the site);
- Public and institutional uses; and
- Parks and public spaces.

This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan for the proposed "B-C-1" (General Business and Alcohol Sales District).

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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property from East Elms Road and South W.S. Young Drive, which are both classified as 110' wide Minor Arterials on the City of Killeen Thoroughfare Plan. This site is already developed, so staff does not anticipate any significant increase in traffic volume as a result of this request.

Public Notification:

Staff notified thirteen (13) surrounding property owners regarding this request. As of the date of this staff report, two responses have been received in favor to the request.

Of those property owners notified, five (5) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and three (3) reside outside of Killeen.

Staff Findings:

Staff finds that the applicant's request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character. In addition, staff

finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. There are no known environmental constraints for this lot. The lot is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the applicant's request for "B-C-1" (General Business and Alcohol Sales District);
- Approve the applicant's request for "B-C-1" (General Business and Alcohol Sales District).

Which alternative is recommended? Staff recommends approval of the applicant's request.

Why? The proposed change in use is compatible with the existing character of the area.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

The Planning & Zoning Commission, by a vote of 6 to 0, recommended approval of the applicant's request to rezone the property to "B-C-1" (General Business and Alcohol Sales District).

DEPARTMENTAL CLEARANCES:

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

ATTACHED SUPPORTING DOCUMENTS:

Maps

Minutes

Ordinance

Considerations

Responses



Attachment #3

Council District: 2

1 inch = 97 feet

Subject Property Legal Description: FAUCETT COMMERCIAL SUBDIVISION NO 1, BLOCK 001, LOT 0001

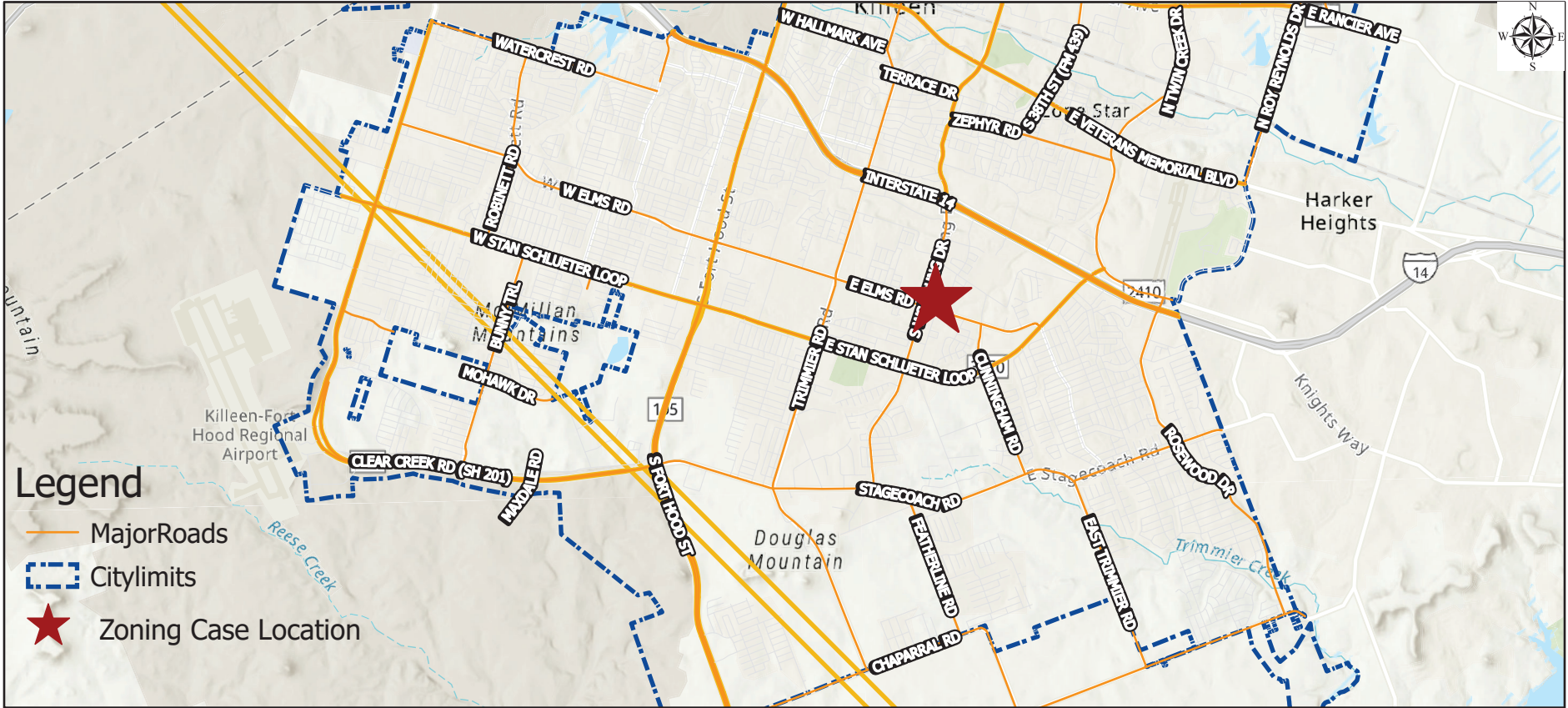
Zoning Map

Zoning Case 2021-16

Legend

 Citylimits

 Production.GISADMIN.ZoningCases2021
selection



Attachment #1

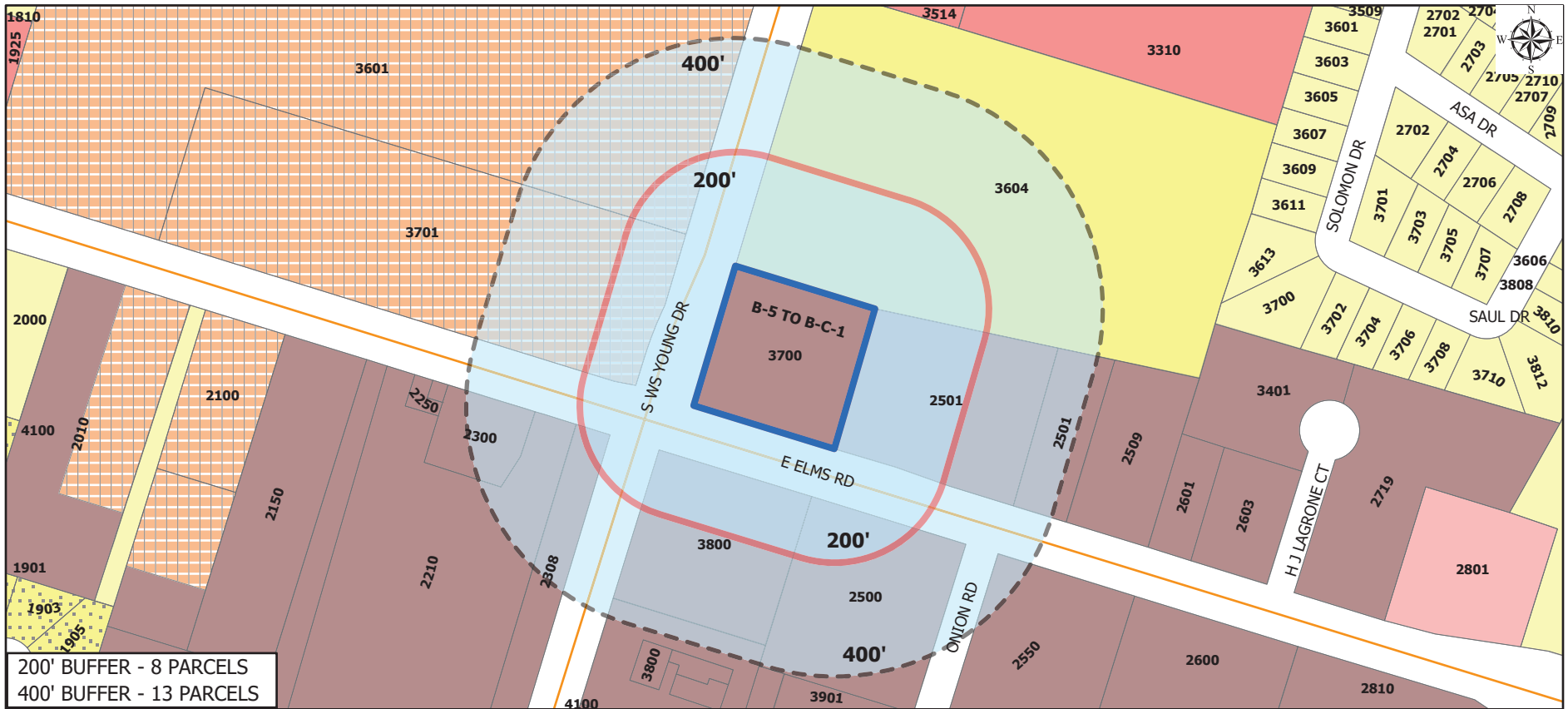
Council District: 2

1 inch = 7,674 feet

Subject Property Legal Description: FAUCETT COMMERCIAL SUBDIVISION NO 1, BLOCK 001, LOT 0001

Zoning Map

Zoning Case 2021-16



200' BUFFER - 8 PARCELS
 400' BUFFER - 13 PARCELS

Attachment #1
 Council District: 2
 1 inch = 280 feet

Subject Property Legal Description: FAUCETT COMMERCIAL SUBDIVISION NO 1, BLOCK 001, LOT 0001

Zoning Map

Zoning Case 2021-16

Legend		Current Zoning	
	B-2		B-C-1
	B-3		R-1
	B-5		R-2
			R-3

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 21, 2021**

**CASE #Z21-16
“B-5” to “B-C-1”**

HOLD a public hearing and consider a request submitted by Quintero Engineering LLC on behalf of E. Construction, LLC (**Case #Z21-16**) to rezone approximately 1.50 acres from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), being Lot One, in Block One of the Faucett Commercial Subdivision. The property is locally addressed as 3700 South WS Young Drive, Killeen, Texas.

Mr. Millard briefed the Commission on the applicant’s request and recommended approval based on the change is consistent with existing character of the area.

The agent, Mr. Pedro Quintero was present to represent the case.

Chairman Latham opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the applicant’s request as presented. Commissioner Gukeisen seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF LOT ONE, BLOCK ONE OF THE FAUCETT COMMERCIAL SUBDIVISION FROM “B-5” (BUSINESS DISTRICT) TO “B-C-1” (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Quintero Engineering LLC, on behalf of E. Construction, LLC, has presented to the City of Killeen a request to amend the zoning ordinance of the City of Killeen by changing the classification of Lot 1, Block 1, Faucett Commercial Subdivision from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), said request having been duly recommended for approval of “B-C-1” (General Business and Alcohol Sales District) by the Planning and Zoning Commission of the City of Killeen on the 21st day of June 2021, 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 13th day of July 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

SECTION I. That the zoning classification of Lot 1, Block 1, Faucett Commercial Subdivision, be changed from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), for the property locally addressed as 3700 South WS Young Drive, Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 13th day of July 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, CITY ATTORNEY

Case #21-16

Ord. #21-___

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.



CITY OF KILLEEN
PLANNING & DEVELOPMENT SERVICES

June 02, 2021

RE: CASE #Z21-16 HOLD a public hearing and consider a request submitted by Quintero Engineering LLC on behalf of E. Construction, LLC (Case #Z21-16) being approx. 1.5 acre, Lot One (1), in Block One (1), of Faucett Commercial Subdivision, addressed as 3700 S WS Young Dr., Killeen, Texas from "B-5" (Business District) to "B-C-1" (General Business And Alcohol Sales District)

Dear Property Owner:

The enclosed map shows the property to be rezoned. This property is marked by diagonal lines, and the circular line indicates those properties within the four hundred (400) foot radius. We are required to notify you since you own property within the 400' notification boundary.

The City of Killeen Planning and Zoning Commission has scheduled a public hearing for this request on **June 21, 2021, 5:00 p.m.** in the Utility Collections Conference Room, which is located at 210 W. Avenue C. The Utility Collections Conference Room is located at the northwest corner of the building. You are invited to attend this hearing to present any facts, which you feel the Planning and Zoning Commission should consider in evaluating this request.

You may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: **City of Killeen, Planning & Development Services, 200 E. Avenue D, Suite 6, Killeen, Texas 76541.** To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than **4:00 p.m., June 21, 2021.** After the Planning and Zoning meeting, this matter will be forwarded to the City Council on **July 13, 2021, at 5:00 p.m. in Council Chambers, at City Hall, 101 North College Street., Killeen Texas,** where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

----- CUT HERE -----

YOUR NAME:	<i>Jim Wright</i>	PHONE NUMBER:	<i>526-5119</i>
CURRENT ADDRESS:	<i>3800 So. W.S. Young, Suite 101, Killeen</i>		
ADDRESS OF PROPERTY OWNED:	<i>same</i>		
COMMENTS:	<i>No objection!</i>		
SIGNATURE:	<i>[Signature]</i>		
		REQUEST: "B-5" to "B-C-1"	SPO #Z21-16/009



CITY OF KILLEEN
PLANNING & DEVELOPMENT SERVICES

June 02, 2021

RE: CASE #Z21-16 HOLD a public hearing and consider a request submitted by Quintero Engineering LLC on behalf of E. Construction, LLC (Case #Z21-16) being approx. 1.5 acre, Lot One (1), in Block One (1), of Faucett Commercial Subdivision, addressed as 3700 S WS Young Dr., Killeen, Texas from “B-5” (Business District) to “B-C-1” (General Business And Alcohol Sales District)

Dear Property Owner:

The enclosed map shows the property to be rezoned. This property is marked by diagonal lines, and the circular line indicates those properties within the four hundred (400) foot radius. We are required to notify you since you own property within the 400’ notification boundary.

The City of Killeen Planning and Zoning Commission has scheduled a public hearing for this request on **June 21, 2021, 5:00 p.m.** in the Utility Collections Conference Room, which is located at 210 W. Avenue C. The Utility Collections Conference Room is located at the northwest corner of the building. You are invited to attend this hearing to present any facts, which you feel the Planning and Zoning Commission should consider in evaluating this request.

You may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: *City of Killeen, Planning & Development Services, 200 E. Avenue D, Suite 6, Killeen, Texas 76541.* To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than **4:00 p.m., June 21, 2021.** After the Planning and Zoning meeting, this matter will be forwarded to the City Council on **July 13, 2021, at 5:00 p.m. in Council Chambers, at City Hall, 101 North College Street., Killeen Texas,** where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

-----CUT HERE-----

YOUR NAME:	<i>Kristin Sears (Modesy)</i>	PHONE NUMBER:	<i>254.702.6291</i>
CURRENT ADDRESS:			
ADDRESS OF PROPERTY OWNED:	<i>3800 South WS Young Ste 102</i>		
COMMENTS:	<i>Killeen TX</i>		
	<i>We are not opposed to the zoning change.</i>		
SIGNATURE:	<i>Kristin Sears 6/8/2021</i>		
	REQUEST: “B-5” to “B-C-1”	SPO #Z21-16/	07



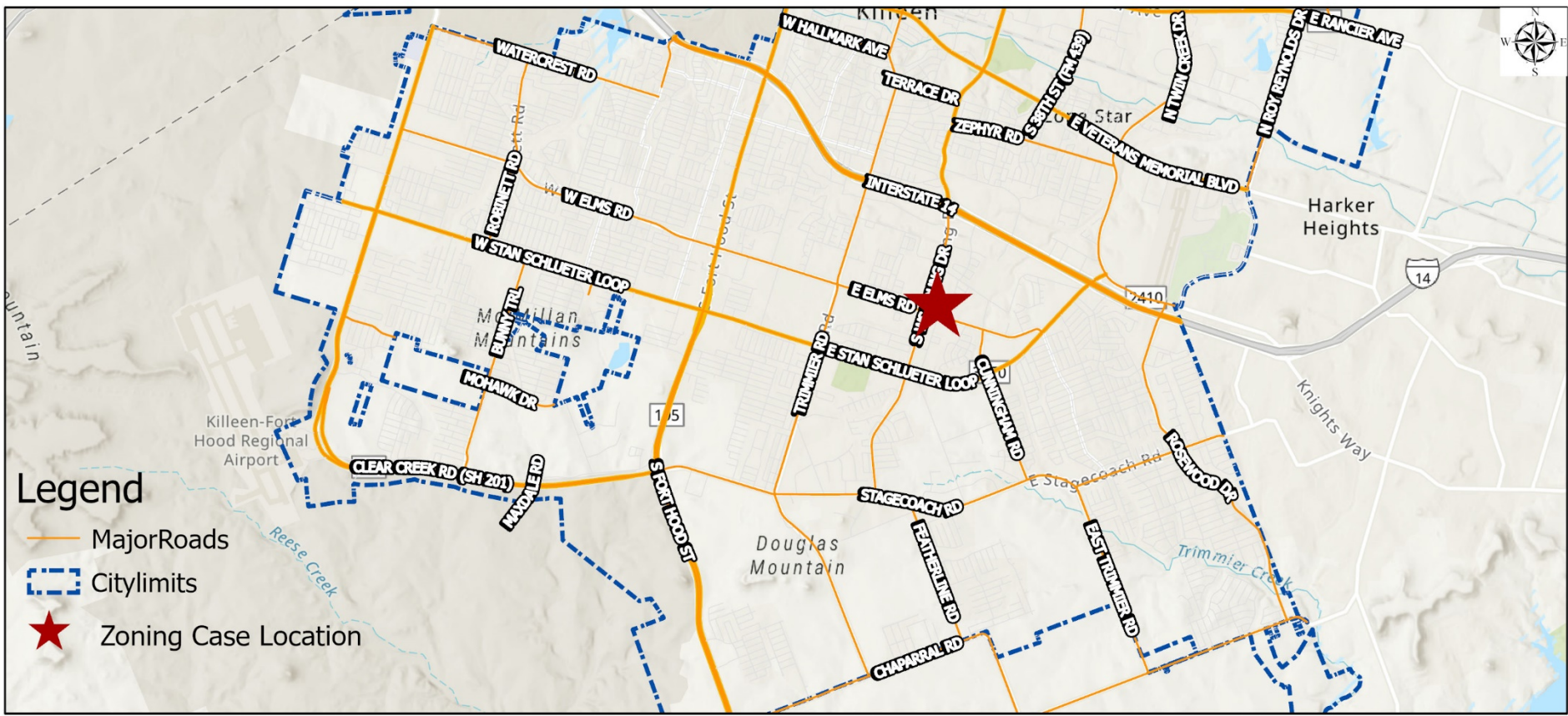
CASE #Z21-16: “B-5” TO “B-C-1”

PH-21-034

July 6, 2021

Case #Z21-16: “B-5” to “B-C-1”

- ❑ **HOLD** a public hearing and consider a request submitted by Quintero Engineering LLC on behalf of E. Construction, LLC (**Case #Z21-16**) to rezone approximately 1.50 acres from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), being Lot 1, in Block 1 of the Faucett Commercial Subdivision.
- ❑ The property is locally addressed as 3700 South W.S. Young Drive, Killeen, Texas.



Attachment #1

Council District: 2

1 inch = 7,674 feet

Subject Property Legal Description: FAUCETT COMMERCIAL SUBDIVISION NO 1, BLOCK 001, LOT 0001

Zoning Map

Zoning Case 2021-16



Attachment #3

Council District: 2

1 inch = 97 feet

Subject Property Legal Description: FAUCETT COMMERCIAL SUBDIVISION NO 1, BLOCK 001, LOT 0001

Zoning Map

Zoning Case 2021-16

Legend



Citylimits



Production, GISADMIN, ZoningCases2021
selection

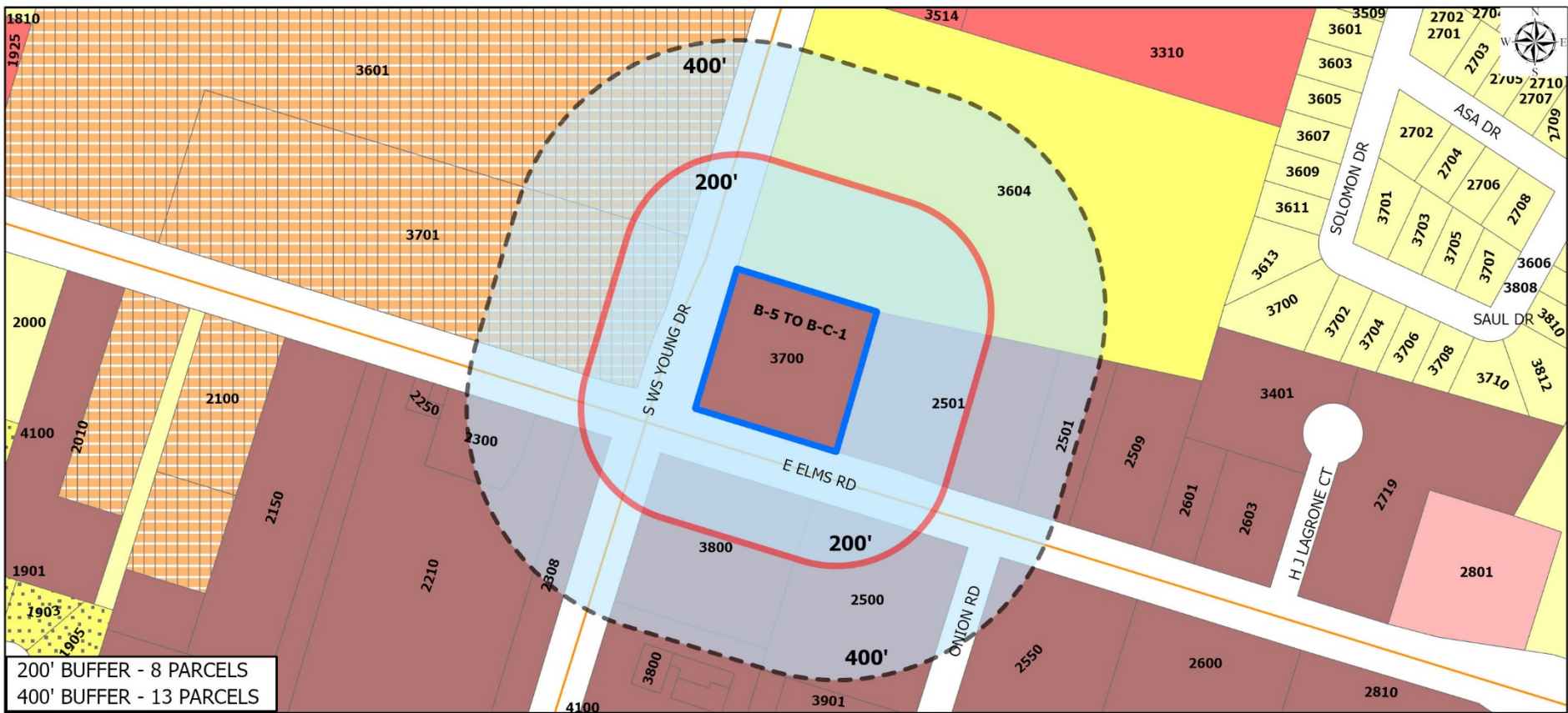
Case #Z21-16: “B-5” to “B-C-1”

- The requested “B-C-1” (General Business and Alcohol Sales District) zoning district allows for the on-premise consumption of alcohol without a Food and Beverage Certificate and shall follow the rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended.

Case #Z21-16: “B-5” to “B-C-1”

6

- If approved, the applicant intends to lease the property to one or more commercial businesses providing for the on-site consumption of alcoholic beverages.



200' BUFFER - 8 PARCELS
 400' BUFFER - 13 PARCELS

Attachment #1
 Council District: 2
 1 inch = 280 feet
 Subject Property Legal Description: FAUCETT COMMERCIAL SUBDIVISION NO 1, BLOCK 001, LOT 0001

Zoning Map

Zoning Case 2021-16

Legend		Current Zoning	
	B-2		B-C-1
	B-3		R-1
	B-5		R-2
			R-3

Case #Z21-16: “B-5” to “B-C-1”

8

- Staff notified thirteen (13) surrounding property owners regarding this request.
- As of the date of this report, two responses have been received in favor of the request.

Alternatives

9

- ❑ The City Council has two (2) alternatives. The Council may:
 - ❑ Disapprove the applicant's request; or
 - ❑ Approve the applicant's request.

Recommendations

- ❑ Staff recommends approval of the applicant's request.
- ❑ At their meeting on June 21, 2021, the Planning & Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



City of Killeen

Legislation Details

File #: PH-21-035 **Version:** 1 **Name:** Budget Amendment
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 6/22/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: HOLD a public hearing and consider an ordinance amending the FY 2021 Annual Budget of the City of Killeen to increase revenue and expenditure accounts in the General Fund and Aviation Funds.
Sponsors: Finance Department
Indexes: Budget Amendments
Code sections:
Attachments: [Staff Report](#)
[Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 6, 2021
TO: Kent Cagle, City Manager
FROM: Jonathan Locke, Executive Director of Finance
VIA: Miranda Drake, Director of Budget
SUBJECT: Budget Amendment

BACKGROUND AND FINDINGS:

This budget amendment addresses two initiatives that include appropriating additional funds for the Homeland Security Grant - Office of the Governor (OOG) grant award to purchase P25 compliant radios and appropriate a Federal Aviation Administration (FAA) grant and transfer to cover costs for the heating, ventilation and air-conditioning (HVAC) system not covered by the grant.

- 1) Fire Department is presenting an item for City Council's consideration to accept a Homeland Security Grant from the OOG in the amount of \$23,188 to purchase P25 compliant radios for operational use. There are no matching funds required for this grant.

The revenue will be amended as follows:

Revenue	
Fire / Other E-Grants	\$23,188
TOTAL	\$23,188

The expenditure will be amended as follows:

Expenditure	
New Radios	\$23,188
TOTAL	\$23,188

- 2) The FAA offered Airport Improvement Program (AIP) grant of \$3,898,271 to fund 100% of the construction portion of the HVAC system. The FAA has recently advised that certain areas of the terminal are ineligible for the grant. \$3,198,892 (86.6%) of the project construction is eligible for the grant and \$494,979 (13.4%) is ineligible. The ineligible portions are administration areas that do not meet grant criteria. The ineligible amount will come from KFRA fund balance.

In addition, the FAA has agreed to reimburse the KFHRA fund \$204,722 for a portion of the design costs paid from fund balance earlier in the fiscal year. With this additional revenue, the net impact to the operational fund is \$290,257.

The revenue will be amended as follows:

Revenues	
USDOT - FAA	\$204,722
Transfer from KFHRA Fund	494,979
TOTAL	\$699,701

The expense will be amended as follows:

Expense	
Transfer to AIP Grant Fund	\$494,979
TOTAL	\$494,979

THE ALTERNATIVES CONSIDERED:

- 1) Do not approve the ordinance amending the FY 2021 Annual Budget.
- 2) Approve the ordinance amending the FY 2021 Annual Budget.

Which alternative is recommended? Why?

Option 2 is recommended to approve the ordinance amending the FY 2021 Annual Budget.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

For the Fire Department, the budget amendment will appropriate the revenue and expenditure of \$23,188 to purchase new radios.

For the Aviation Funds, the budget amendment will appropriate the revenue and expense related to appropriating a reimbursement of \$204,722 from the FAA for the HVAC system design and transfer \$494,979 from KFHRA Fund to AIP Grant Fund to cover the portion of construction costs that are ineligible for the grant.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Upon approval of the attached ordinance amending the FY 2021 Annual Budget.

If not, where will the money come from?

The replacement of the radios is grant funded.

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

Upon approval of the attached ordinance amending the FY 2021 Annual Budget.

RECOMMENDATION:

City Council approve the ordinance amending the FY 2021 Annual Budget.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2021 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENDITURE ACCOUNTS IN THE GENERAL FUND AND AVIATION FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2020 to September 30, 2021, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to amend the FY 2021 Annual Budget; and

WHEREAS, the budget amendment requires City Council approval;

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

SECTION 1. That Ordinance 20-043, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2020 to September 30, 2021, be amended as to the portion of said budget as follows:

REVENUES:

Account Number	Description	Budget Change	Budget
010-0000-331.02-05	Other E-Grants		\$ -
	Homeland Security Grant - Office of the Governor	23,188	
	Budget Change Sub-total	23,188	
	Account Sub-total		23,188
525-0000-332.15-02	Aviation / USDOT-FAA		\$ 2,711,613
	AIP Grant Reimbursement - HVAC Design	204,722	
	Budget Change Sub-total	204,722	
	Account Sub-total		2,916,335
524-0000-391.05-25	Transfer From KFRA Fund (525)		\$ 612,511
	13.4% of HVAC System	494,979	
	Budget Change Sub-total	494,979	
	Account Sub-total		1,107,490
	REVENUES TOTAL	\$ 722,889	\$ 4,047,013

EXPENDITURES:

Account Number	Description	Budget Change	Budget
010-7070-442.46-30	Minor Capital / New Radios		\$ 8,000
	P25 Compliant Radios	23,188	-
	Budget Change Sub-total	23,188	-
	Account Sub-total		31,188
525-9501-491.95-24	Transfer to AIP Grant Fund (524)		\$ 612,511
	13.4% of HVAC System	494,979	-
	Budget Change Sub-total	494,979	-
	Account Sub-total		1,107,490

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

SECTION III: That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION V: That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 13TH day of July, 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED

Jose L. Segarra
MAYOR

ATTEST:

APPROVED AS TO FORM

Lucy C. Aldrich
City Secretary

Traci S. Briggs
City Attorney



FIRE DEPARTMENT & AVIATION BUDGET AMENDMENT

PH-21-035

July 6, 2021

Fire Department Radios

2

- Homeland Security Grant - \$23,188
- Budget amendment:
 - ▣ Increases revenues and expenditures - \$23,188
 - ▣ Purchase five radios

Killeen-Ft. Hood Regional Airport (KFHRA)

HVAC System

3

- ❑ Federal Aviation Administration (FAA) offered Airport Improvement Program (AIP) grant of \$3,898,271
- ❑ Construction portion of grant \$3,693,871
 - ▣ FAA originally approved entire construction amount, and now advising certain areas of the terminal are ineligible for the grant
 - ▣ Eligible 86.6% or \$3,198,892
 - ▣ Ineligible 13.4% or \$494,979
 - ▣ Ineligible amount will come from KFHRA fund balance

Killeen-Ft. Hood Regional Airport (KFHRA)

HVAC System

4

- FAA approved 86.6% or \$204,722 design reimbursement originally paid from KFHRA fund balance
- Net impact to KFHRA fund is \$290,257
- Budget amendment:
 - ▣ Increase revenues - \$204,722
 - ▣ Increase expenses - \$494,979

Recommendation

5

City Council approve the ordinance amending the FY 2021 Annual Budget



City of Killeen

Legislation Details

File #: DS-21-085 **Version:** 1 **Name:** Discuss Annual Review of Governing Standards & Expectations
Type: Discussion Items **Status:** Discussion Items
File created: 6/18/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Discuss Annual Review of Governing Standards and Expectations
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-21-086 **Version:** 1 **Name:** Discuss Commercial Camera Use
Type: Discussion Items **Status:** Discussion Items
File created: 4/5/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Discuss Commercial Camera Use
Sponsors: City Council
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-21-087 **Version:** 1 **Name:** Discuss Police Hiring and Retention
Type: Discussion Items **Status:** Discussion Items
File created: 5/28/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Discuss Police Hiring and Retention
Sponsors: Police Department
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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POLICE RETENTION

DS-21-087

July 6, 2021

National Turnover

2

- U.S. Bureau of Labor Statistics states that in 2020, the average turnover for state and local jobs was 23.5%
- Based on the Police Executive Research Forum national study in 2019, 29% of Police Officer resignations occur within the first year of employment
- For the City of Killeen, 26.5% of Police Officers resignations occur within the first year and a half of employment
- Retention is one of the most talked about issues facing law enforcement

Citywide Turnover And Cost-of-Living Adjustment

TURNOVER

	FY 15-16			FY 16-17			FY 17-18			FY 18-19			FY 19-20			FY 20-21*		
	AUTH	Turnover Rate w/Retirees	Turnover Rate w/o Retirees	AUTH	Turnover Rate w/Retirees	Turnover Rate w/o Retirees	AUTH	Turnover Rate w/Retirees	Turnover Rate w/o Retirees	AUTH	Turnover Rate w/Retirees	Turnover Rate w/o Retirees	AUTH	Turnover Rate w/Retirees	Turnover Rate w/o Retirees	AUTH	Turnover Rate w/Retirees	Turnover Rate w/o Retirees
All Non Civil Service	820.00	20.98%	18.29%	803.00	21.17%	18.68%	779.00	21.44%	19.26%	781.00	25.35%	22.41%	763.50	17.16%	14.67%	758.50	13.84%	11.60%
Fire (civil service)	230.00	5.22%	3.91%	229.00	14.41%	10.92%	229.00	9.61%	8.30%	229.00	9.61%	8.73%	229.00	10.48%	9.17%	229.00	5.24%	4.37%
Police (civil service)	285.00	5.61%	5.26%	279.00	12.54%	9.68%	259.00	7.72%	6.95%	257.00	12.45%	8.17%	258.00	10.47%	7.36%	**258.00	7.75%	5.43%

COST-OF-LIVING ADJUSTMENT (COLA)

*FY 20-21 as of May 31, 2021

**4 PD positions unfunded

All Non-Civil Service	0.00%	0.00%	0.00%	2.60%	2.40%	3.00%
Fire (civil service)	0.00%	0.00%	0.00%	2.60%	2.40%	4.00%
Police (civil service)	0.00%	0.00%	0.00%	2.60%	2.40%	4.00%

Civil Service Police Workforce Exits

4

- From FY16 to present, 1,226 employees left the City
- Of the 1,226 employees, 147 were from the Civil Service Police workforce
- Of the 147 Civil Service Police workforce:
 - ▣ 39 left during the academy/field training, which occurred during the first year and a half of employment
 - ▣ 15 left for a higher salary
 - ▣ 34 left due to retirement
 - 16 of the 34 retirements left with 20+ years of service
 - 18 of the 34 retirements left with prior service credit

Loss Window in Terms of Years of Service

TERMINATION DESCRIPTION	TOTAL # OF OFFICER EXITS FY16-PRESENT	% OF EXITS PER DESCR.	(ACADEMY)	YEARS OF SERVICE BRACKET				
			<1.5 YEARS	1 - 5 YEARS	5 - 10 YEARS	10 - 15 YEARS	15 - 20 YEARS	20+ YEARS
DECLINED OFFER	2	1%	2	0	0	0	0	0
RESIGNED	22	15%	10	6	4	2	0	0
PERSONAL	27	18%	12	4	5	6	0	0
ANOTHER JOB: HIGHER SALARY	15	10%	1	7	4	3	0	0
ANOTHER JOB OR CAREER CHANGE	10	7%	0	6	2	2	0	0
RETIRED	34	23%	0	0	1	11	6	16
HEALTH RELATED OR UNABLE TO PERFORM JOB FUNC	8	5%	5	0	0	3	0	0
RELOCATION	12	8%	6	4	2	0	0	0
DISMISSED OR RESIG. IN LIEU OF DISMISSAL	11	7%	3	1	4	2	1	0
RETURN TO SCHOOL	1	1%	0	1	0	0	0	0
DISSATISFIED	5	3%	0	1	3	1	0	0
TOTAL	147		39	30	25	30	7	16

Current Civil Service Longevity Plan

7

- Civil Service system was established on August 13, 1977
- Civil Service employees begin receiving longevity pay after twelve (12) consecutive months of service with the City of Killeen
- Longevity is paid at the rate of \$4.00 per month for each year of service until the employee has worked for the City for 20 years
- On obtaining 20 years, the employee is paid at the rate of \$6.00 per month for each year of service until exiting

Civil Service Longevity Plan - Example

8

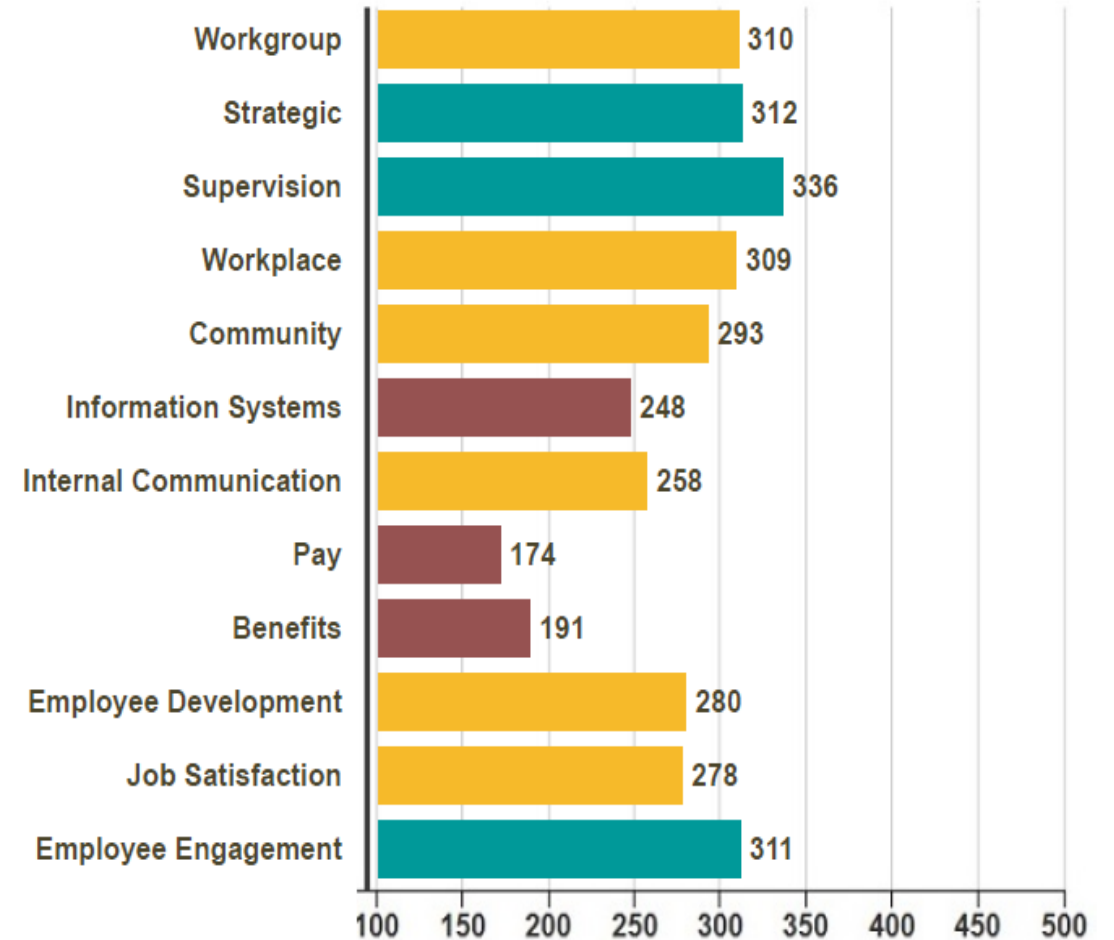
- Example:
 - ▣ At the end of an employees second full year of employment, the employee earns a total of \$48 of longevity pay annually
 - ▣ At the end of an employees twentieth (20) full year of employment, the employee earns a total of \$1,440 of longevity pay annually

POSITION	ANNUAL LONGEVITY AMOUNT							
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15	YEAR 20+
POLICE OFFICER	\$0	\$48	\$96	\$144	\$192	\$480	\$720	\$1,440

Police Department Engagement Survey

9

- Employee Engagement Survey was conducted February 25, 2019, through March 29, 2019
- Each element is displayed with its corresponding score
- Generally higher numbers are positive and lower numbers indicate a negative view
- In comparison to the citywide survey, the top three elements of concern (Information Systems, Pay, and Benefits) were the same across all departments





City of Killeen

Legislation Details

File #: DS-21-088 **Version:** 1 **Name:** Discuss FY 21 Arts Commission Grants Funding and COVID Exceptions
Type: Discussion Items **Status:** Discussion Items
File created: 6/17/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Discuss FY 21 Arts Commission Grants Funding and COVID Exceptions
Sponsors: City Council, Finance Department
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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GRANTS TO THE ARTS

PH-21-088

July 6, 2021

Background

2

- Texas Tax Code 351 - Hotel Occupancy Tax
 - ▣ Expenditures must promote the tourism, convention, and hotel industry and meet one of the statutorily provided categories
 - ▣ Authorizes municipalities to allocate up to 15% of hotel occupancy tax collections for the arts
- Recent art grant funding
 - ▣ FY 2019 - \$187,167
 - ▣ FY 2020 - \$248,339*
 - ▣ FY 2021 - \$85,000

*includes additional one-time funding of \$61,172

Art Grant Award Process

3

- ❑ February – notice of mandatory workshop published
- ❑ March – grant application workshop
- ❑ April – grant applications due
- ❑ May – Arts Commission receives grant applications
- ❑ June – mandatory application review workshop
- ❑ July – Arts Commission evaluates events
- ❑ August – grant recommendations presented to City Council
- ❑ October through September – grant period

FY 2020 Killeen Arts Commission Sponsored Events

Organization	Event	Result	Grant
Artesania y Cultura Hispana	Fiesta of Art & Culture	Cancelled	\$ 4,975
Central Texas College Foundation	Epically Geeky Con	Cancelled	\$ 10,000
Crossroads to Texas Quilt Guild	Crossroads to Texas Quilt Show and Shop Hop	Cancelled	\$ 9,750
IMPAC Outreach	A Cry of Freedom	Cancelled	\$ 7,289
IMPAC Outreach	Taste of Africa	Cancelled	\$ 10,248
Killeen Sister Cities, Osan, Korea, Committee	Spring Cultural Event	Cancelled	\$ 19,295
Songhai Bamboo Roots Association	11th Annual Caribbean Afr'am Festival	Cancelled	\$ 13,000
Killeen Volunteers Inc.	Holiday Under the Stars	Withdrawn	\$ 12,863
Killeen Volunteers Inc.	Celebrate Killeen Festival	Withdrawn	\$ 12,863
Armed Forces Natural Hair and Health	Killeen Black Art & Black Showcase	Performed	\$ 11,577
Armed Forces Natural Hair and Health	Armed Forces Natural Hair and Health Expo	Performed	\$ 18,506
Armed Forces Natural Hair and Health	Veggie and Art Fest	Performed	\$ 10,711
IMPAC Outreach	African American Art and History Showcase	Performed	\$ 12,006
Killeen Sister Cities, Osan, Korea, Committee	International Festival	Performed	\$ 7,500
Vive Les Arts Children's Theatre	Multiple shows	Performed	\$ 34,302
Vive Les Arts Societe	Multiple shows	Performed	\$ 51,454

Hotel Occupancy Tax Fund

5

	<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>FY 2021 Budget</u>	<u>FY 2021 Amended Budget</u>	<u>FY 2021 Estimated Actual</u>	<u>FY 2022 Proposed Budget</u>
Beginning Fund Balance	\$ 357,062	\$ 687,951	\$ 372,961	\$ 372,961	\$ 372,961	\$ 157,446
Revenues	2,644,947	1,863,998	2,066,651	2,066,651	1,972,490	2,693,760
Expenditures	<u>2,314,058</u>	<u>2,178,988</u>	<u>2,185,207</u>	<u>2,259,250</u>	<u>2,188,005</u>	<u>2,693,760</u>
Net Change in Fund Balance	<u>330,889</u>	<u>(314,990)</u>	<u>(118,556)</u>	<u>(192,599)</u>	<u>(215,515)</u>	<u>-</u>
Ending Fund Balance	<u>\$ 687,951</u>	<u>\$ 372,961</u>	<u>\$ 254,405</u>	<u>\$ 180,362</u>	<u>\$ 157,446</u>	<u>\$ 157,446</u>
Fund Balance Percent	29.73%	17.12%	11.64%	7.98%	7.20%	5.84%



City of Killeen

Legislation Details

File #: RQ-21-033 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 6/16/2021 **In control:** City Council Workshop
On agenda: 7/6/2021 **Final action:**
Title: Assistance with Youth Facilities
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA (Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Mellisa Brown

Date: 6/9/21

Problem/Issue/Idea Name for Agenda: Assistance with youth facilities

Description of Problem/Issue/Idea: The City has a shortage of facilities for youth and that is only going to get worse when the construction phase starts on the Rosa Hereford Center renovations. There are organizations in North Killeen that can help with some of that need without the City having the expense of building new facilities and that are free or low cost to most of the youth in our community. The Boys and Girls Club of Central Texas is one of those organizations. With their plan to expand and have a gym and additional programs for teens they are a community partner that really fills in where the City and school district are unable to meet certain needs. This includes transportation, food, and a supervised environment that offers a variety of activities at the same time. Finding ways to support and encourage these organizations is essential to the long term success of our community. Phase two of the new facility will provide a huge impact and advantage for the City of Killeen.

The Bell County Commissioners Court is supportive of using ARPA Funds to assist the Boys and Girls Club of Central Texas with completing the expansion in an expedited timeline. It would be helpful to both the County's decision and the community to show that the City of Killeen has a buy-in and is supportive of the project.

Requested Action:

I request that the City Council support me in asking for the City Staff to bring back recommendations for how the City could assist in this project.