



City of Killeen

Agenda

City Council Workshop

Tuesday, June 19, 2018

5:00 PM

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

Items for Discussion at Workshop

1. [DS-18-048](#) Discuss Agenda Items for the Regular City Council Meeting of June 26, 2018
2. [DS-18-049](#) Health Insurance Contract - Q&A

Attachments: [Presentation](#)
3. [DS-18-050](#) City Manager Updates
 - Police Department Vacancies
 - Tentative Discussion Schedule
4. [DS-18-051](#) Planning Session
 - Aviation Parking - Q&A*Attachments:* [Presentation](#)
5. [DS-18-052](#) City Manager Quarterly Performance Appraisal

Councilmember Requests for Future Agenda Items

6. [RQ-18-005](#) Future Agenda Item Requests:
 - WCID Updating and Expanding District Voting Area
 - KEDC Briefing

Items for Regular City Council Meeting of June 26, 2018

Minutes

7. [MN-18-013](#) Consider Minutes of Regular City Council Meeting of June 12, 2018.

Attachments: [Minutes](#)

Resolutions

8. [RS-18-045](#) Consider a memorandum/resolution appointing Council Members to various Boards and Commissions.

Attachments: [Staff Report](#)
[Presentation](#)

9. [RS-18-046](#) Consider a memorandum/resolution to purchase police uniforms and armor in excess of \$50,000 from Miller Uniforms and Emblems, Inc.
Attachments: [Staff Report](#)
[Quotes](#)
[Certificate of Interested Parties](#)
[Presentation](#)
10. [RS-18-047](#) Consider a memorandum/resolution authorizing the acceptance of the Rifle-Resistant Body Armor Grant through state funding for the Police Department and authorize the purchase of rifle-resistant body armor.
Attachments: [Staff Report](#)
[Grant Program](#)
[Grant Application](#)
[Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
11. [RS-18-048](#) Consider a memorandum/resolution authorizing the award of a Professional Services Agreement with Pipeline Analysis, LLC, for the Phase 5 Sewer Line Sanitary Sewer Evaluation Survey.
Attachments: [Staff Report](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)
12. [RS-18-049](#) Consider a memorandum/resolution adopting City of Killeen Governing Standards and Expectations.
Attachments: [Staff Report](#)
[Governing Standards and Expectations](#)
[Presentation](#)

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 June 15, 2018.

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.

- *Killeen Sister Cities Pagoda Project Presentation, June 19, 2018, 4:00 p.m., City Hall*
- *Livingston Farewell, June 29, 2018, 2:00 p.m., Killeen Fort Hood Regional Airport*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: DS-18-048 **Version:** 1 **Name:** Discuss Agenda Items
Type: Discussion Items **Status:** Discussion Items
File created: 6/5/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: Discuss Agenda Items for the Regular City Council Meeting of June 26, 2018
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-18-049 **Version:** 1 **Name:** Health Insurance Contract - Q&A
Type: Discussion Items **Status:** Discussion Items
File created: 6/5/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: Health Insurance Contract - Q&A
Sponsors: Human Resources Department
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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2018-2019 HEALTHCARE AND DENTAL PLAN BENEFITS

DS-18-049

June 19, 2018

Background

2

Current Providers

Healthcare

- ☐ Scott and White Health Plan (SWHP)
- ☐ Three Plans
 - ☐ Base Plan (HDHP/HSA)
 - ☐ Mid Plan
 - ☐ High Plan
- ☐ Number of employees on the City's healthcare plan: 960
- ☐ Annual cost: \$5,844,686

Dental

- ☐ MetLife
- ☐ One Plan
- ☐ Number of employees on the City's dental plan: 1155
- ☐ Annual cost: \$591,794

The City funds 100% of the base plan premium for “Employee Only” for both healthcare and dental care.

Request for Proposal Process

3

Staff's goal

To provide benefits to our employees at no additional cost to the City and to the employee without reducing benefit coverage.

April – May 2017

- ❑ Advertised the Request for Proposal (RFP) for fully and self-insured medical platforms and fully-insured for dental

Bids for Healthcare

- ❑ Fully-insured: SWHP, Blue Cross Blue Shield (BCBS), Texas Municipal League(TML), and United Health Care (UHC)
- ❑ Self-insured: SWHP, Aetna, BCBS, and UHC

May 2017

- ❑ Evaluated and ranked the proposals
- ❑ Interviewed the top three healthcare providers (SWHP, UHC, and BCBS)
- ❑ Completed the “best and final offer” financial analysis
- ❑ United Health Care provided the best healthcare product for the best price based on our employee behavior and proposed options for fully-funded and self-funded platforms

United Health Care's Proposed Healthcare Plan Options and Cost

4

United Health Care proposed the following two options:

- ❑ Option 1: Self-insured Healthcare
 - Cost increase of \$361,785 (5.8% higher than our current cost)
 - Most favorable way of doing business
 - Requires an initial investment, approximately \$785,000
 - City is not financially ready for this option
 - Annual cost: \$6,206,471

- ❑ Option 2: Fully-insured Healthcare
 - Cost savings of \$324,606 (5.55% lower than our current cost)
 - Offers two plans (HDHP/HSA and Co-pay Plan)
 - Renewal guarantee based on incurred claims
 - Annual cost: \$5,520,080

Staff recommends Option 2, Fully-insured Healthcare

Lincoln's Proposed Dental Plan Option and Cost

5

Bids for Dental

- ❑ MetLife, Lincoln, Guardian, SunLife, BCBS, UHC

- ❑ Lincoln proposed the following:
 - ❑ Cost savings of \$30,744 (5.20% lower than current cost)
 - ❑ City's life and long-term/short-term disability insurance coverage is also with Lincoln
 - ❑ Lincoln has a broader network
 - ❑ Renewal guarantee based on incurred claims
 - ❑ Offering a buy-up plan that includes adult orthodontics
 - ❑ Annual cost: \$561,050

Staff recommends Lincoln's dental plan

FY19 Health and Dental Plans

Premiums and Cost

6

Healthcare Plan United Health Care

PLAN 1 Employee Only (HDHP/HSA)*

City Contribution	\$329.04
HSA-City contribution)	<u>\$ 82.74</u>
Total	\$411.78
Employee Contribution	\$ 0.00

PLAN 2 Employee Only

City Contribution	\$411.78
HSA-City Contribution	<u>\$ 0.00</u>
Total	\$411.78
Employee Contribution	\$ 10.00

Dental Plan Lincoln

PLAN 1 Employee Only

City Contribution	\$22.98
Employee Contribution:	\$ 0.00

PLAN 2 Employee Only (buy-up)*

City Contribution	\$22.98
Employee Contribution:	\$ 4.21

***HDHP/HSA High Deductible Healthcare
Plan/Health Savings Account Premium costs
above are per month and for Employee Only**

***Includes adult orthodontics**

Alternatives

7

1. Continue with current providers, SWHP for healthcare and MetLife for dental
2. Choose United Health Care's Option 1: Self-funded Healthcare and Lincoln's proposal for dental
3. Choose United Health Care's Option 2: Fully-funded Healthcare and Lincoln's proposal for dental

Staff Recommendation

8

Staff recommends that the City Council authorize the City Manager to recommend to the Employee Benefits Trust the execution of an agreement with United Health Care for fully-funded medical insurance and Lincoln for dental insurance effective October 1, 2018.



City of Killeen

Legislation Details

File #: DS-18-050 **Version:** 1 **Name:** City Manager Updates
Type: Discussion Items **Status:** Discussion Items
File created: 2/20/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: City Manager Updates
· Police Department Vacancies
· Tentative Discussion Schedule
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-18-051 **Version:** 1 **Name:** Planning Session
Type: Discussion Items **Status:** Discussion Items
File created: 5/21/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: Planning Session
· Aviation Parking - Q&A
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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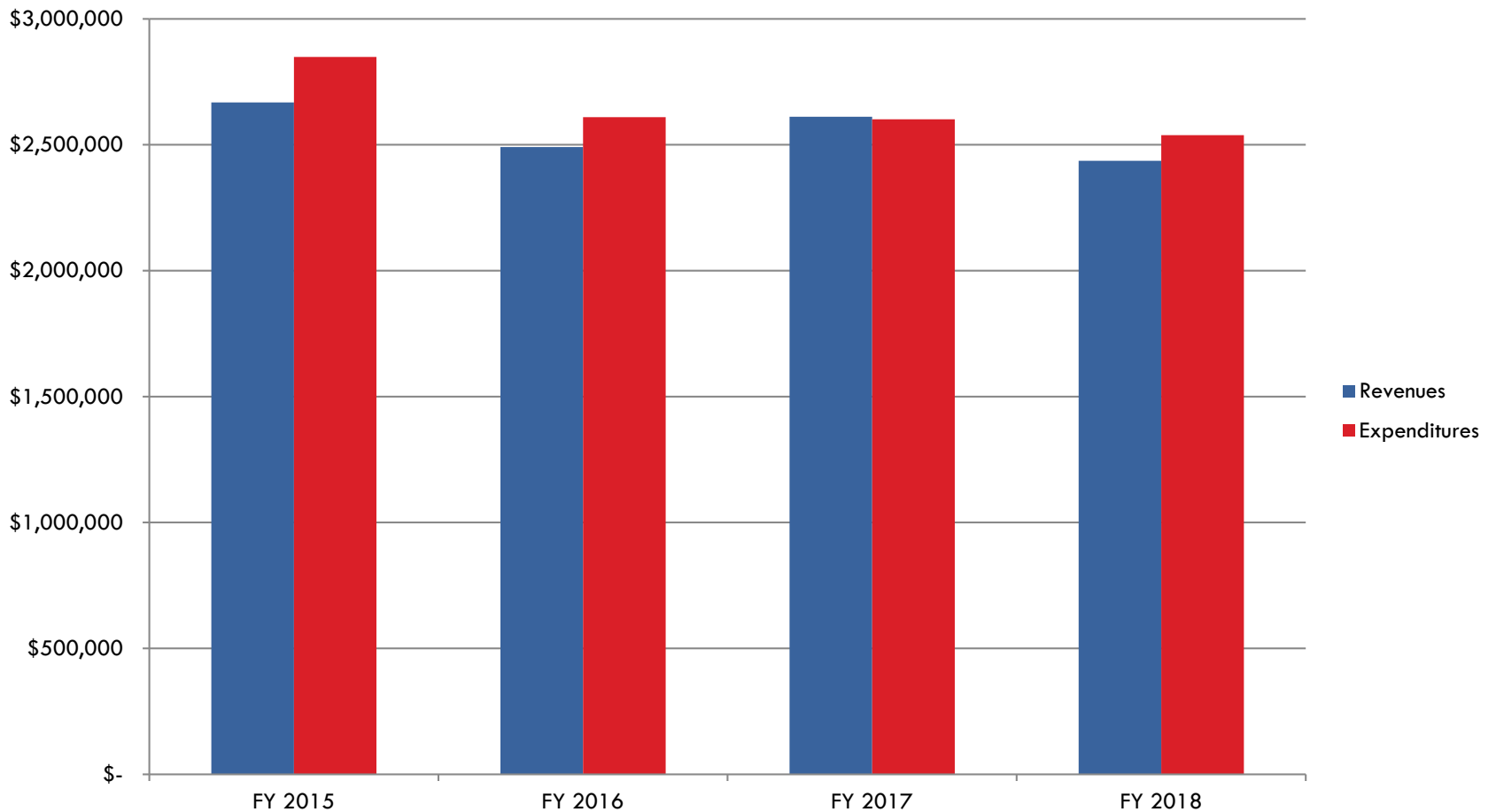
EXEMPT PARKING IMPACT ON AVIATION FUND

DS-18-051

June 12, 2018

KFHRA Revenues vs. Expenditures

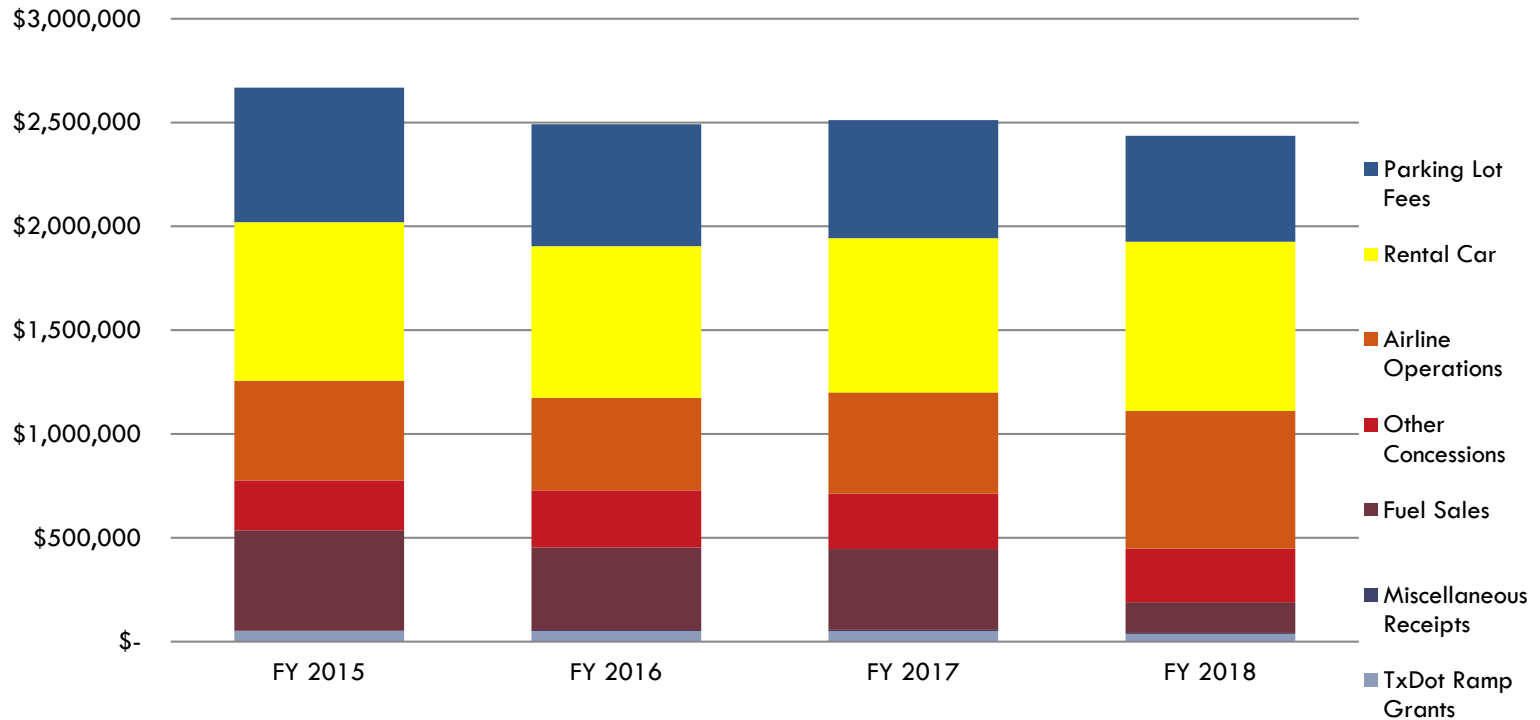
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KFHRA Revenue Categories

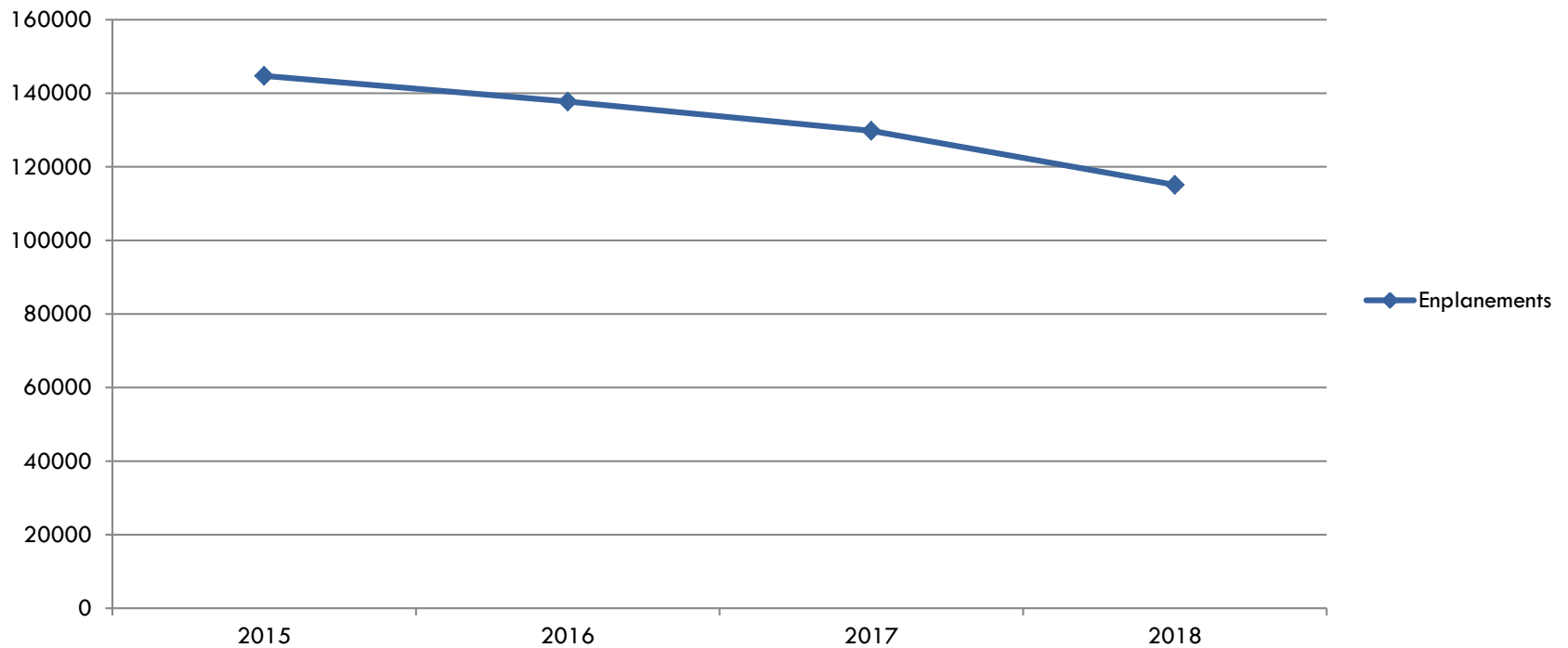
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KFHRA Revenue Categories



KFHRA Enplanements

4



Issues

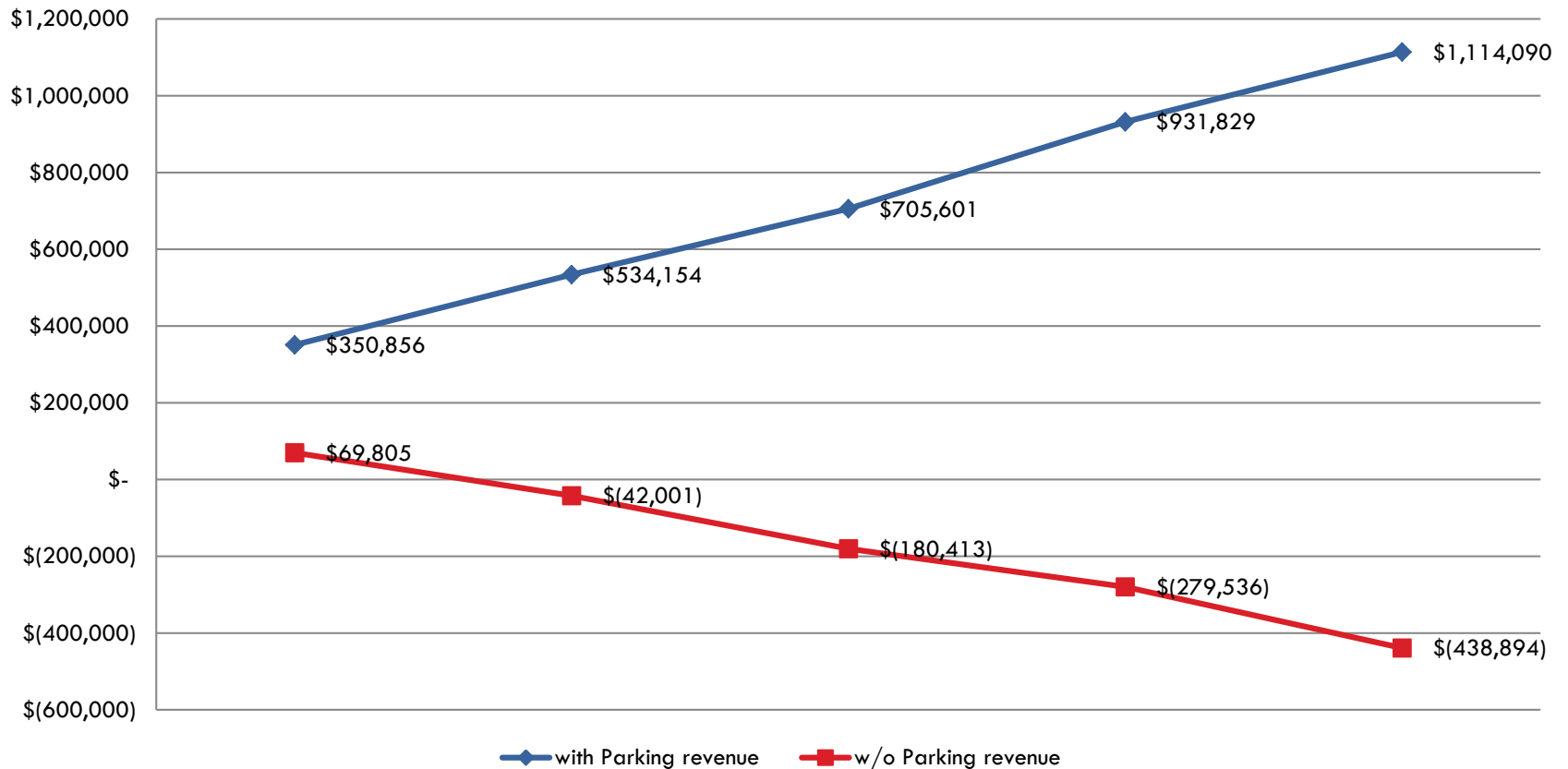
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- ❑ Aviation fund is approaching the need for General Fund subsidy
- ❑ Exempt parking adversely affects the Airport's ability to generate positive revenue (at this time)
- ❑ Exempt parking revenue loss is 11% of Airport revenue
- ❑ Hinders the Airport's ability for development

Aviation Fund Balance Trend

6

Fund Balance With and Without Parking Revenue



Background

7

- ❑ Texas Transportation Code Section 681.008
 - ▣ 1995 Act Defined Disabled Parking Requirements
 - ▣ Exempt from the payment of a parking fee collected through a parking meter charged by a governmental authority
 - ▣ A governmental unit may provide by ordinance...also applies to payment of a fee...imposed by the governmental unit for parking in a parking garage or lot or in a space with a limitation on the length of time for parking
- ❑ Where can exemptions be valid?
 - ▣ Parking meters, public parking lots, public parking facilities
 - ▣ Airports
 - ▣ Designated space/area for persons with physical disabilities

Background

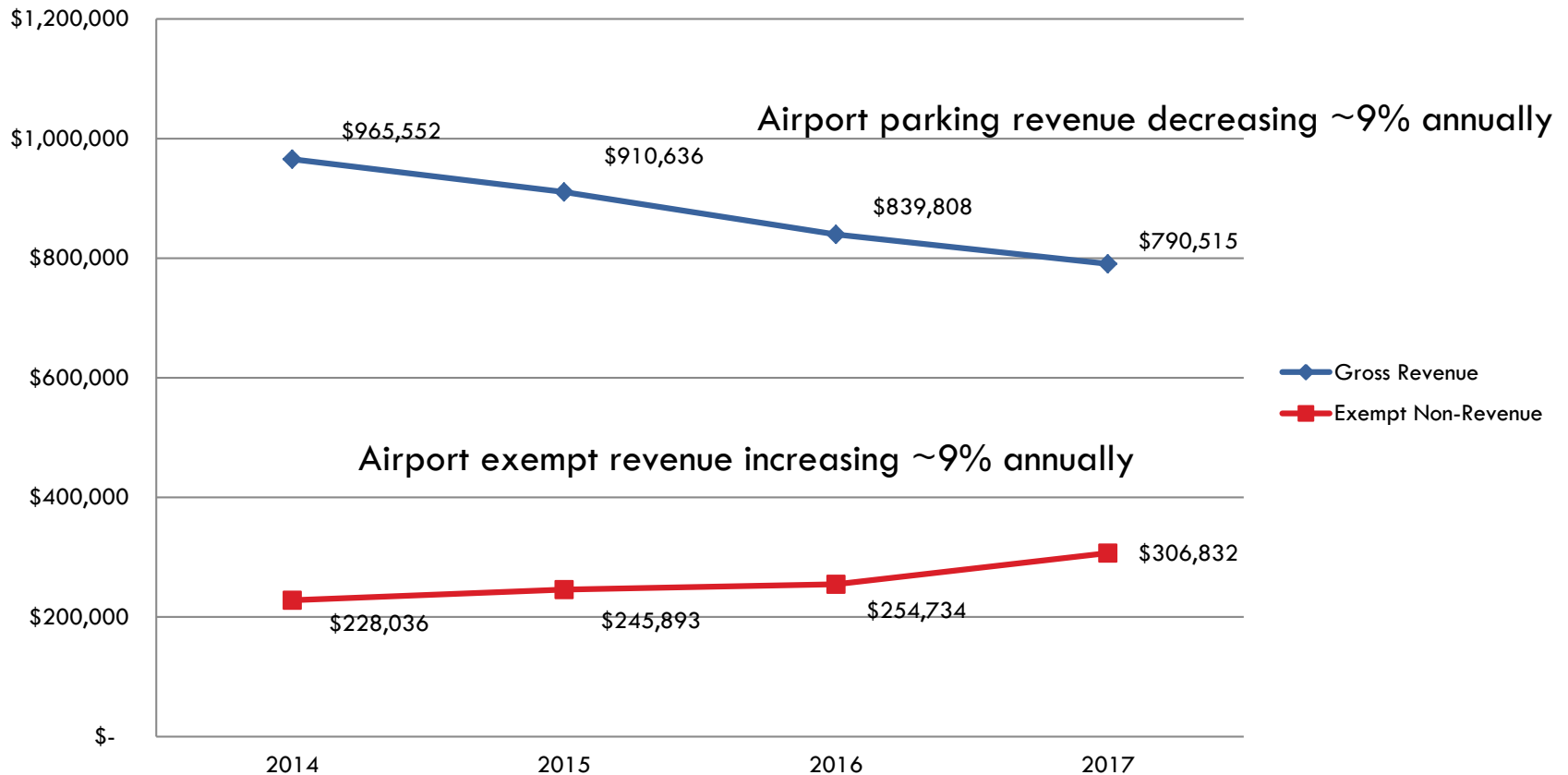
8

- Initial law had two (2) exemptions; expanded to five (5) in 1999
- Current law has twenty-three (23) exemptions
- Killeen informally honored exemptions beginning 1995
- In 2000, City Attorney opinion that it was mandatory to honor all exemptions
- Formally adopted ordinance for exemptions in 2015
- 41.3% of parking revenue / 11.7% of total airport revenue

Airport Parking Revenue Trends

9

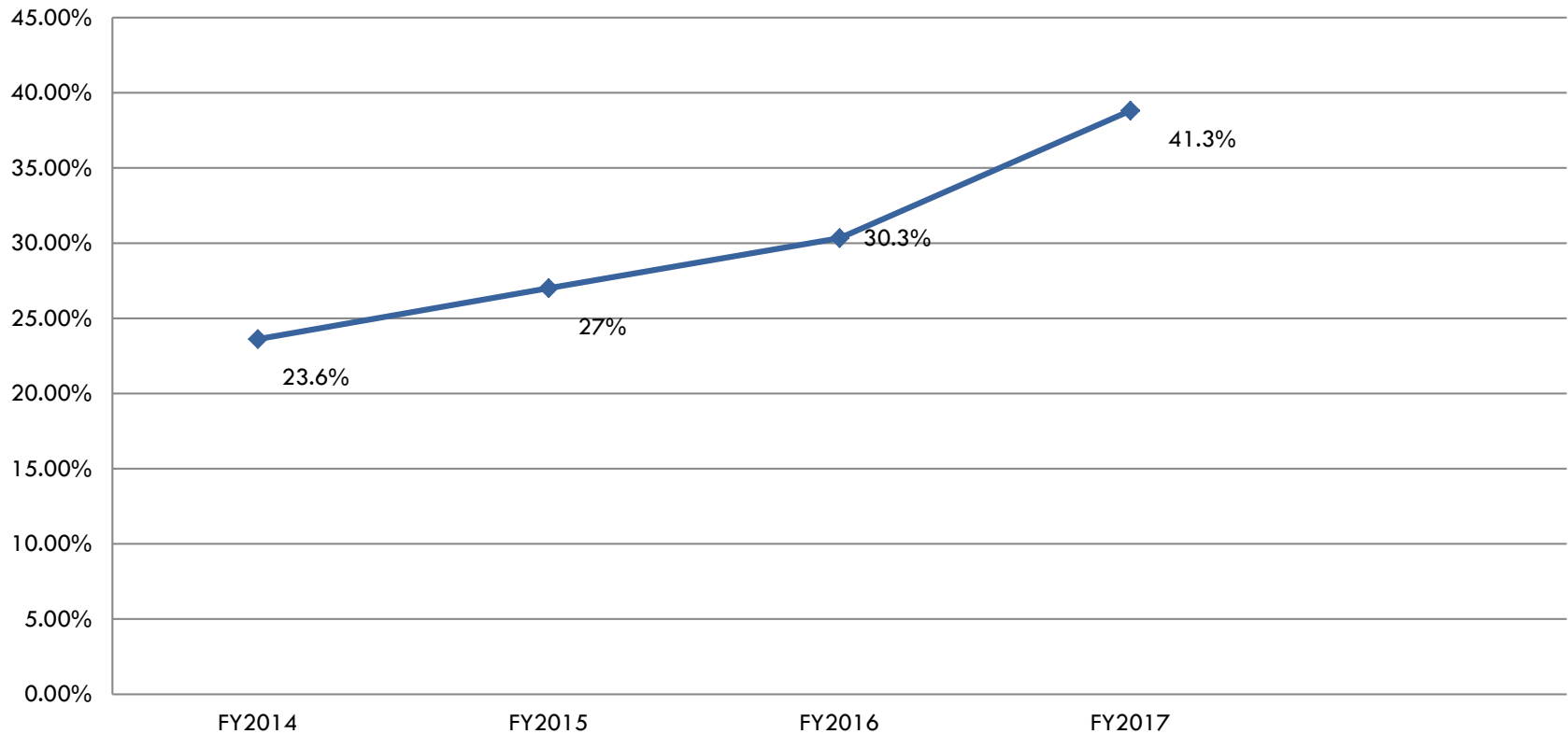
Gross Revenue vs. Exempt Non-Revenue



Exempt Parking Trend

10

**Non-Revenue - Exempt Customer Trend
As Percentage of Gross Parking Revenue**



Comparative Airports

11

<u>Airport</u>	<u>Military Base</u>	<u>Revenue</u>	<u>Exempt Loss</u>	<u>Percent</u>
Abilene	Dyess AFB	\$644,680	\$28,883	4.5%
Austin	None	\$22,050,593	\$1,200,000	5.4%
El Paso	Fort Bliss	\$6,590,485	\$457,791	6.9%
Killeen-Fort Hood	Fort Hood	\$790,515	\$306,832	41.3%
San Antonio	Numerous	\$18,918,811	\$2,687,855	14.2%

Alternatives

12

- Do Nothing – Continue with Exemptions
 - ▣ Aviation will need General Fund subsidy to operate
 - Estimate 2021
- Raise Parking Fees Paid by Non-Exempt Customers
 - ▣ Initially \$4.00; increasing approximately 0.50\$ per year
 - ▣ Short-term \$14.00/day; long-term \$12.00 / day
- Accept Exemptions; Provide exempt qualifiers with a 50% discount

Alternatives

13

- Accept Exemptions, but Limit the Time in Parking Areas
 - ▣ For example, exempt from fees for two (2) days (or one (1) day, etc); thereafter charged the nominal rate

- Eliminate the Exemptions
 - ▣ Aviation will not need GF subsidy and Fund Balance will increase



City of Killeen

Legislation Details

File #: DS-18-052 **Version:** 1 **Name:** City Manager Performance Appraisal
Type: Discussion Items **Status:** Discussion Items
File created: 6/5/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: City Manager Quarterly Performance Appraisal
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: RQ-18-005 **Version:** 1 **Name:** Future Agenda Item Requests
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 6/5/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: Future Agenda Item Requests:
· WCID Updating and Expanding District Voting Area
· KEDC Briefing
Sponsors: City Council
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: MN-18-013 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of June 12, 2018
Type: Minutes **Status:** Minutes
File created: 6/5/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of June 12, 2018.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
Regular City Council Meeting
Killeen City Hall
June 12, 2018 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Jim Kilpatrick, Councilmembers Butch Menking, Juan Rivera, Johnson, Shirley Fleming, Debbie Nash-King, and Steve Harris.

Also attending were City Manager Ronald L. Olson, City Attorney Kathryn Davis, City Secretary Lucy Aldrich, and Sergeant-at-Arms Gillman.

Absent: Councilmember Gregory Johnson

Mr. Jones gave the invocation, and Mr. John Driver led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Citizens Petition

CP-18-002 Mr. Fidel Arevalo, 4301 W. Stan Schlueter Loop, spoke about not being able to be allowed to speak during the Council Meeting held on May 22, 2018 after the Public Hearing item he wanted to speak on had been closed.

Minutes

Motion was made by Councilmember Menking to approve the minutes of the May 22, 2018 Regular City Council Meeting. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Resolutions

RS-18-039 Consider a memorandum/resolution approving the investment report for the quarter ended March 31, 2018.

Staff Comments: Jonathan Locke

Emily Upshaw with Valley View Consulting briefly went over the report. Staff recommends that the City Council approve the presented investment report for the quarter that ended March 31, 2018.

Motion was made by Fleming to approve RS-18-039. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

RS-18-040 Consider a memorandum/resolution electing to be eligible to participate in tax abatement and re-establishing the North Killeen Tax Abatement Guidelines and Criteria.

Staff Comments: Ray Shanaa

Ordinance 15-056 was passed and approved at a regular meeting of the City Council on the 22nd day of September 2015. Included in the ordinance was a sunset provision that dictated the ordinance would remain in force for two (2) years, unless amended or repealed by three-quarters vote of the City Council of the City of Killeen in accordance

with Tax Code Section § 312.002 (C). In order to offer tax abatements, the City is required to establish guidelines and criteria governing tax abatement (Tax Code §312.002). The Tax Code provides that the guidelines and criteria adopted are effective for two years from the date adopted. The current Guidelines and Criteria for Granting Tax Abatement were originally adopted by the City of Killeen in 2015. Staff recommends that City Council elect to be eligible to participate in tax abatement and re-adopt the presented North Killeen Revitalization Area Tax Abatement Guidelines and Criteria.

Motion was made by Councilmember Fleming to approve RS-18-040. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-18-041 Consider a memorandum/resolution approving an application for North Killeen Tax Abatement from 1302 Harris Killeen-PJY Investments, LLC.

Staff Comments: Ray Shanaa

The City received an application for tax abatement from 1302 Harris Killeen-PJY Investments, LLC located at 1302 Harris Avenue on March 23, 2018. The Secretary of the State of Texas has Mr. Paul J. Yazbeck as the registered agent of record. The property is a multifamily residential property with forty-six (46) units and a management office within six (6) buildings. The project is anticipated to meet the North Killeen tax abatement criteria by creating or retaining at least two (2) jobs; investing at least \$197,971; and having a desirable positive impact on the North Killeen Revitalization Area. In addition to the renovation, the applicant intends to install a small pocket park or community garden on the vacant one acre portion of the property. This area cannot be built on due to it being partially in a flood area. Mr. Yazbeck is requesting 100% tax abatement for any increase in the assessed value for a period of five (5) years. Staff recommends that the City Council approve a resolution approving the application for North Killeen tax abatement for 1302 Harris Killeen-PJY Investments, LLC located at 1302 Harris Avenue and authorize the City Manager to execute the agreement in compliance with all applicable laws.

Motion was made by Councilmember Rivera to approve RS-18-041. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-18-042 Consider a memorandum/resolution authorizing the procurement of a Motor Grader for the Street Operations Division.

Staff Comments: Jonathan Locke

Fleet Services solicited quotes from four cooperative participating vendors resulting in two complete quotes, one partial and one no-quote. RDO Equipment Co. supplied the quote representing the best value for the City considering price & serviceability. Staff recommends that City Council approve the purchase of the motor grader from RDO Equipment Company utilizing the Texas Association of School Boards (TASB) BuyBoard Purchasing Cooperative for \$267,624.57, and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Rivera to approve RS-18-042. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-18-043 Consider a memorandum/resolution to accept 2018-2019 Petco Foundation Grant Funds.

Staff Comments: Police Chief Kimble

This grant will allow ASU (Animal Service Unit) to spay/neuter and vaccinate as many animals prior to adoption as possible. When an animal cannot be vetted prior to adoption, a special voucher will be issued to the new owner that can be redeemed through preapproved sources to have the required sterilization and vaccination services performed. Additionally, the grant will support animal shelter life-saving operations as well as provide funding for medical care, equipment, supplies and training for personnel. City staff recommends that the City Manager or his designee be authorized to accept the grant funding allocated by the Petco Foundation, which will be managed and tracked by the Animal Services Unit, in collaboration with the Finance Department, to aid the shelter's adoption program and life-saving support operations.

Motion was made by Councilmember Nash-King to approve RS-18-043. Motion was seconded by Councilmember Menking. Motion carried unanimously.

RS-18-044 Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Office of Governor, Criminal Justice Division for the purpose of continuing a Crisis Assistance Program.

Staff Comments: Police Chief Kimble

This grant will provide funding for professional counseling services to victims of violent crimes, thereby enhancing the victim services already provided by the Killeen Police Department. These counseling services will be provided by professional counselors contracted through the grant. Additional services made possible will include transportation for medical and shelter needs, direct referrals for local assistance resources, and advocacy for protective orders and housing issues. All services will be provided at no cost to the victims. The grant will also provide funds needed for training staff and volunteers in the Victim Assistance Unit. City staff recommends that City Council authorize the submission of the 2019 VOCA Grant application for the Crisis Assistance Program through the Killeen Police Department; the City Manager to sign the application, reject alter or terminate the grant; to commit to the required matching funds, in the form of in-kind contributions, and to permit the Killeen Police Department to allocate and administer the duties required by the grant, under the oversight of the City's Finance Department.

Motion was made by Mayor Pro-Tem Kilpatrick to approve RS-18-044. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

Public Hearings

PH-18-012B HOLD a public hearing and consider an ordinance amending the FY 2018 Annual Budget and Plan of Municipal Services of the City of Killeen to adjust revenue and expenditure accounts in multiple operating, special revenue, internal service, and capital improvement project funds.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2018 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE OPERATING, SPECIAL REVENUE,

INTERNAL SERVICE, AND CAPITAL IMPROVEMENT PROJECT FUNDS;
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT
WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND
ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

Amendments to the FY 2018 Annual Budget include increasing revenues and expenditures in the same amount in the General Fund, adjusting departmental budgeted funds within the Water and Sewer Fund and Drainage Fund, and increasing revenues in the Aviation Fund. The amendment will also increase expenditure budgets in the Solid Waste Fund, as well as multiple special revenue funds, internal service funds, and capital improvement project funds. Staff recommends that City Council approve the ordinance amending the FY 2018 Annual Budget and Plan of Municipal Services.

Mayor Segarra opened the public hearing.

Holy Teel, 1704 Hooten Street – spoke against the request.

Mellisa Brown, 6105 Melanie Drive – spoke against the request.

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

Motion was made by Councilmember Rivera to approve PH-18-012B. Motion was seconded by Mayor Pro-Tem Kilpatrick. Motion carried unanimously.

PH-18-013 **HOLD** a public hearing on the proposed FY 2018-2019 Annual Action Plan describing use of funds and authorizing application for an allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (1st of 2 Public Hearings)

Staff comments: Leslie Hinkle

The City of Killeen will receive \$980,404.00 from the U.S. Department of Housing and Urban Development (HUD) for FY 2018-2019 CDBG program activities. Two community planning meetings were held February 8 and 21, 2018, resulting in identification and prioritization of housing and community needs. Funding applications were submitted by the deadline date of March 30, 2018, and were presented to the Community Development Advisory Committee (CDAC) on May 2, 2018. CDAC Representative, TaNeika Driver-Moultrie briefed City Council on the applicants requests vs. CDAC's recommendations. City staff recommends that City Council hold the first of two public hearings and continue acceptance of citizen comments and participation in the development of the 2018-19 Community Development Annual Action Plan. The second public hearing is scheduled for July 10, 2018.

Mayor Segarra opened the public hearing.

Maureen Jouett, 2310 Davis (Bring Everyone in the Zone) – spoke for the request.

Mellisa Brown, 6105 Melanie Drive – spoke neither for or against the request (questions were directed to Ms. Leslie Hinkle)

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

PH-18-014A Consider a memorandum/resolution ratifying an agreement with Naman Howell Smith & Lee for legal services related to McLean Construction v. The City of Killeen.

Staff Comments: Kathryn Davis

On February 23, 2018, the City of Killeen was sued by McLean Construction related to a

dispute over the responsibility for failing roadway work performed on Stagecoach Road and Lowes Boulevard by McLean Construction. The City has been advised that litigation involving construction disputes are more expensive than other types of litigation in which the City is usually involved and will also require the hiring of an expert, which further increases the expense. As a result, we will spend more than \$50,000 in a single fiscal year. Accordingly, the City Council is being asked to ratify the Assistant City Manager's signature on the engagement letter, (that was signed on February 27, 2018). Expenses related to retaining an attorney are professional services and are exempt from competitive purchasing procedures. Staff recommends that the City Council ratify the Assistant City Manager's signature on the engagement agreement with Naman Howell Smith & Lee.

Motion was made by Councilmember Fleming to approve PH-18-014A. Motion was seconded by Councilmember Menking. Motion carried unanimously.

PH-18-014B Consider a memorandum/resolution to join litigation against Spectrum to recover underpayment of cable services franchise fees.

Staff Comments: Kathryn Davis

In 2017, thirty-three (33) cities joined together to hire NewGen Strategies to analyze franchise payment records for 2013-2017. It was determined that Spectrum excluded several categories of revenue from gross revenue resulting in lower franchise payments to the cities. For Killeen, the estimated underpayment for the period is \$151,486.00. Those cities are now considering litigation against Spectrum to recover those payments. Staff recommends that the City Council authorize the City joining litigation against Spectrum to recover underpayment of cable services franchise fees.

Motion was made by Mayor Pro-Tem Kilpatrick to approve PH-18-014B. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

PH-18-014C HOLD a public hearing and consider an ordinance amending the FY 2018 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing expenditure accounts in the General Fund for legal services.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2018 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING EXPENDITURE ACCOUNTS IN THE GENERAL FUND FOR LEGAL SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

On June 5, 2018; City Council provided direction to staff to bring two professional services agreements for legal services forward for consideration: 1) with Naman Howell Smith & Lee (Agenda Item PH-18-014A – McLean Construction) and 2) with Lloyd Gosselink (Agenda Item PH-18-014B - Spectrum). The combined budget amendment necessary to litigate both issues is \$500,238. The total budget amendment is comprised of \$475,000 to cover legal expenses related to McLean Construction and \$25,238 to cover legal expenses related to Spectrum. Staff recommends that City Council approve the

ordinance amending the FY 2018 Annual Budget and Plan of Municipal Services to increase expenditure accounts in the General Fund for legal services.

Mayor Segarra opened the public hearing.

Mellisa Brown, 6105 Melanie Drive – spoke for the request.

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

Motion was made by Councilmember Menking to approve PH-18-014C. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Rivera, seconded by Councilmember Fleming, and unanimously approved, the meeting was adjourned at 6:36 p.m.

Jose L. Segarra, Mayor

Lucy C. Aldrich, City Secretary



City of Killeen

Legislation Details

File #: RS-18-045 **Version:** 1 **Name:** Council appointments to Boards & Commissions
Type: Resolution **Status:** Resolutions
File created: 5/15/2018 **In control:** City Council Workshop
On agenda: 6/19/2018 **Final action:**
Title: Consider a memorandum/resolution appointing Council Members to various Boards and Commissions.
Sponsors: City Attorney Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: June 19, 2018

TO: Ronald L. Olson, City Manager

FROM: Kathy Davis, City Attorney

SUBJECT: Appointing Council Members to Various Boards & Commissions

BACKGROUND AND FINDINGS:

The Mayor and Council make annual appointments to the various boards, commissions, and committees that provide advisory services for the city and the region. The Mayor and Council are voting members of many of these; in some instances they represent the Council on the board as ex-officio members. Appointed sub-committee members are responsible for making appointment recommendations to the Council as a whole.

With the election of the new Council, it is time to consider the appointment of Council Members to serve as voting members on boards and commissions, as well as to appointment sub-committees.

For those councilmembers filling unexpired seats (replacing outgoing Council Members), terms begin immediately upon approval of this resolution and continue through September 30, 2019. The remaining appointments are for terms to begin on October 1, 2018 and end on September 30, 2019.

THE ALTERNATIVES CONSIDERED:

No other alternatives were considered.

CONFORMITY TO CITY POLICY:

Making these appointments conforms to relevant city ordinances and policies.

COUNCIL MEMBERS SITTING ON BOARDS/COMMISSIONS:

Animal Advisory Committee

Current Member	Status	New Member	Comments
Jonathan Okray	Outgoing Council Member		Elected Official Representative
Shirley Fleming	Council Member		Elected Official Representative

Audit Committee

Current Member	Status	New Member	Comments
Jose Segarra	Council Member		Elected Mayor
Jonathan Okray	Outgoing Council Member		Elected Official Representative
Juan Rivera	Council Member		Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member		Elected Official Representative
			(4 year terms, expires 2020)

Killeen Economic Development Corp (KEDC)

Current Member	Status	New Member	Comments
Debbie Nash-King	Council Member		Elected Official Representative
Juan Rivera	Council Member		Elected Official Representative
Jose Segarra	Council Member		Ex-Officio, Mayor's Designee

Killeen Sister Cities

Current Member	Status	New Member	Comments
Steve Harris	Council Member		Elected Official Representative
Jonathan Okray	Outgoing Council Member		Elected Official Representative
Juan Rivera	Council Member		Elected Official Representative
Shirley Fleming	Council Member		Ex-Officio, Mayor's Designee

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Steve Harris	Council Member		Council Rep Ex-Officio
Jim Kilpatrick	Council Member		Council Rep Ex-Officio

Tax Increment Reinvestment Zone Number Two Board

Current Member	Status	New Member	Comments
Gregory Johnson	Council Member		Council Representative
Jim Kilpatrick	Council Member		Council Representative
Jose Segarra	Council Member		Council Representative

Joint Land Use Study Policy Board

Current Member	Status	New Member	Comments
Jose Segarra	Council Member		Mayor
Jim Kilpatrick	Council Member		Council Representative

Central Texas Council of Governments (CTCOG)

Current Member	Status	New Member	Comments
Gregory Johnson	Council Member		Alternate
Jose Segarra	Council Member		Council Representative

Development District Board of Central Texas

Current Member	Status	New Member	Comments
Juan Rivera	Council Member		City Representative

Transportation Planning Committee (K-T MPO)

Current Member	Status	New Member	Comments
Jose Segarra	Council Member		Council Representative
Gregory Johnson	Council Member		Council Representative
Juan Rivera	Council Member		Council Representative

APPOINTMENT SUB-COMMITTEES:

Board of Adjustment - Construction

Current Member	Status	New Member	Comments
Debbie Nash-King	Council Member		Sub-Committee Member
Jonathan Okray	Outgoing Council Member		Sub-Committee Member

Board of Adjustment - Fire Prevention Code

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

Board of Adjustment - Airport Hazard Zoning

Current Member	Status	New Member	Comments
Shirley Fleming	Council Member		Sub-Committee Member
Jonathan Okray	Outgoing Council Member		Sub-Committee Member

Board of Adjustment - Zoning

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

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member		Sub-Committee Member
Debbie Nash-King	Council Member		Sub-Committee Member

Senior Citizen Advisory Board

Current Member	Status	New Member	Comments
Jonathan Okray	Outgoing Council Member		Sub-Committee Member
Shirley Fleming	Council Member		Sub-Committee Member

Bell County Health District

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member		Sub-Committee Member
Steve Harris	Council Member		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:

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

N/A



COUNCIL APPOINTMENTS TO BOARDS & COMMISSIONS

RS-18-045

June 19, 2018

Background

2

- The Mayor and Council make annual appointments to various boards, commissions and committees
- With the election of the new Council, it is time to consider the appointment of Councilmembers to boards and committees.
- 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 Subcommittee member to discuss applications for the boards and recommend the most qualified applicants to the full City Council
- Terms:
 - ▣ Unexpired term = immediately through Sept. 30, 2019
 - ▣ Regular term = Oct. 1, 2018 through Sept. 30, 2019

Regular Boards & Commissions

3

Animal Advisory Committee

Current Member	Status	New Member	Comments
Jonathan Okray	Outgoing Council Member		Elected Official Representative
Shirley Fleming	Council Member		Elected Official Representative

Audit Committee

Current Member	Status	New Member	Comments
Jose Segarra	Council Member		Elected Mayor
Jonathan Okray	Outgoing Council Member		Elected Official Representative
Juan Rivera	Council Member		Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member		Elected Official Representative (4 yr terms, expires 2020)

Regular Boards & Commissions

4

Killeen Economic Development Corp (KEDC)

Current Member	Status	New Member	Comments
Debbie Nash-King	Council Member		Elected Official Representative
Juan Rivera	Council Member		Elected Official Representative
Jose Segarra	Council Member		Ex-Officio, Mayor's Designee

Killeen Sister Cities

Current Member	Status	New Member	Comments
Steve Harris	Council Member		Elected Official Representative
Jonathan Okray	Outgoing Council Member		Elected Official Representative
Juan Rivera	Council Member		Elected Official Representative
Shirley Fleming	Council Member		Ex-Officio, Mayor's Designee

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Steve Harris	Council Member		Council Rep Ex-Officio
Jim Kilpatrick	Council Member		Council Rep Ex-Officio

Regular Boards & Commissions

5

Tax Increment Reinvestment Zone Number Two Board

Current Member	Status	New Member	Comments
Gregory Johnson	Council Member		Council Representative
Jim Kilpatrick	Council Member		Council Representative
Jose Segarra	Council Member		Council Representative

Joint Land Use Study Policy Board

Current Member	Status	New Member	Comments
Jose Segarra	Council Member		Mayor
Jim Kilpatrick	Council Member		Council Representative

Central Texas Council of Governments (CTCOG)

Current Member	Status	New Member	Comments
Gregory Johnson	Council Member		Alternate
Jose Segarra	Council Member		Council Representative

Regular Boards & Commissions

6

Development District Board of Central Texas

Current Member	Status	New Member	Comments
Juan Rivera	Council Member		City Representative

Transportation Planning Committee (K-T MPO)

Current Member	Status	New Member	Comments
Jose Segarra	Council Member		Council Representative
Gregory Johnson	Council Member		Council Representative
Juan Rivera	Council Member		Council Representative

Appointment Sub-Committees

7

Board of Adjustment - Construction

Current Member	Status	New Member	Comments
Debbie Nash-King	Council Member		Sub-Committee Member
Jonathan Okray	Outgoing Council Member		Sub-Committee Member

Board of Adjustment - Fire Prevention Code

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

Board of Adjustment - Airport Hazard Zoning

Current Member	Status	New Member	Comments
Shirley Fleming	Council Member		Sub-Committee Member
Jonathan Okray	Outgoing Council Member		Sub-Committee Member

Board of Adjustment - Zoning

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

Appointment Sub-Committees

8

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member		Sub-Committee Member
Debbie Nash-King	Council Member		Sub-Committee Member

Senior Citizen Advisory Board

Current Member	Status	New Member	Comments
Jonathan Okray	Outgoing Council Member		Sub-Committee Member
Shirley Fleming	Council Member		Sub-Committee Member

Bell County Health District

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member		Sub-Committee Member
Steve Harris	Council Member		Sub-Committee Member



City of Killeen

Legislation Details

File #:	RS-18-046	Version:	1	Name:	Miller Uniforms 2018
Type:	Resolution	Status:		Status:	Resolutions
File created:	5/21/2018	In control:		In control:	City Council Workshop
On agenda:	6/19/2018	Final action:		Final action:	
Title:	Consider a memorandum/resolution to purchase police uniforms and armor in excess of \$50,000 from Miller Uniforms and Emblems, Inc.				
Sponsors:	Police Department				
Indexes:					
Code sections:					
Attachments:	Staff Report				
	Quotes				
	Certificate of Interested Parties				
	Presentation				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: June 19, 2018

TO: Ronald L. Olson, City Manager

FROM: Charles F. Kimble, Chief of Police

SUBJECT: Purchase in excess of \$50,000 for uniforms and armor

BACKGROUND AND FINDINGS:

The Killeen Police Department provides uniforms for all uniformed personnel in addition to soft body armor for sworn personnel. Uniforms and body armor are purchased multiple times throughout the year on an as-needed basis. The department has purchased these items primarily from Miller Uniforms and Emblems, Inc. in Austin, Texas for several years. All items are purchased through the Texas Association of School Boards (TASB) BuyBoard Purchasing Cooperative, current contract #524-17, expiring March 31, 2020. The department frequently receives quantity discounts below the contract price. Cumulative purchases throughout the year exceed \$50,000, requiring council approval. The department projects spending in excess of \$85,000 for FY 17-18 based on projected needs and the current hiring cycle.

Although Miller Uniforms and Emblems, Inc. is a member of a state purchasing cooperative with pre-negotiated prices, the city requires competitive bids through other vendors. Bids were received from three vendors, Miller Uniforms and Emblems, Inc., Nardis Public Safety and Got You Covered Uniforms. Miller Uniforms and Emblems, Inc. was the only vendor to submit a complete bid with all requested items included. Although each vendor provided a few different items at the lowest quoted price, Miller Uniforms and Emblems, Inc. was the most complete and was the lowest of the three for soft body armor by \$150 per unit. Based on the information in the quotes and the established and responsive customer service provided by Miller Uniform, staff believes they represent the best value option to be the department's primary uniform and body armor supplier.

THE ALTERNATIVES CONSIDERED:

Consider using the other vendors at increased overall cost and unknown customer service.

Which alternative is recommended? Why?

It is recommended that the city stays with Miller Uniforms and Emblems, Inc. for our primary supplier. They are located in Austin and have provided exceptional customer service to the Police Department for a number of years.

CONFORMITY TO CITY POLICY:

These cumulative purchases conform to city policy.

FINANCIAL IMPACT:

The department budgets for uniforms and armor each year and budgeted funds are available for this need in account 010-6000-441.41-20 Uniforms and Clothing.

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

\$85,000

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes

If not, where will the money come from?

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

Yes

RECOMMENDATION:

The city staff recommends that the City Manager or his designee be authorized to execute the purchase of uniforms from Miller Uniforms and Emblems, Inc. through the remainder of its BuyBoard Cooperative Contract expiring March 31, 2020.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Certificate of Interested Parties

Miller Uniforms & Emblems, Inc.
Celebrating over 30 years of excellence

Bill to: Killeen Police Department
3304 Community Blvd
Killeen TX, 76542

Name: Chief Kimble
Phone: 254-200-7985

Quote # BuyBoard #524-17
Date: June 6, 2018

Ship to: Killeen Police Department
3304 Community Blvd
Killeen TX, 76542

Authorizor: Stephanie Cameron

Garment	Description	Manufacturer	Price
Shirts:			
41060-724	5.11 Professional Polo Short Sleeve 3XL-5XL	5.11	\$39.99 \$44.99
42056-724	5.11 Professional Polo Long Sleeve 3XL-5XL	5.11	\$44.99 \$49.99
61166-724	5.11 Performance Polo Women Short Sleeve	5.11	\$39.99
71175-724	5.11 Tactlie Pro Shirt Short Sleeve	5.11	\$49.99
-	Oversize 3XL		\$54.99
72175-724	5.11 Tactlie Pro Shirt Long Sleeve	5.11	\$54.99
-	Oversize 3XL		\$59.99
8301BK	Premium Jersey Mock Turtleneck	VF Image Wear	\$18.90
-	Oversize 2XL		\$22.68
-	Embroidered w/KPD in 1/2" red letters off set to the left on collar		
8431-26	Blauer Long Sleeve Poly Cotton Blend Shirt	Blauer	\$44.00
-	Oversize 18.5-20.5		\$57.40
8450-04	Blauer Long Sleeve Wool Blend Shirt	Blauer	\$76.50
-	Oversize 18-22.5		\$99.45
-	w/ Dept Both Shoulders		
8450W-04	Blauer Long Sleeve Wool Blend Shirt Womens	Blauer	\$76.50
-	w/ Dept Both Shoulders		
8460-04	Blauer Short Sleeve Wool Blend Shirt	Blauer	\$69.50
-	OverSize 18.5-22.5		\$90.35
-	w/ Dept Both Shoulders		
8460W-04	Blauer Short Sleeve Wool Blend Shirt Womens	Blauer	\$69.50
-	w/ Dept Both Shoulders		
8470-04	Blauer Wool Blend Armor Skin	Blauer	\$89.50
-	OverSize 4XL-5XL		\$113.75
-	OverSize X-Tall's		\$125.30
8471-04	Blauer Wool Blend Long Sleeve Base Shirt	Blauer	\$55.50
-	OverSize 4XL		\$72.15
-	w/ Dept Both Shoulders		
8472-04	Blauer Wool Blend Short Sleeve Base Shirt	Blauer	\$47.50
-	OverSize 4XL		\$61.75
-	w/ Dept Both Shoulders		
8900-56	Blauer Long Sleeve Rayon Shirts	Blauer	\$62.50
-	Oversize 18-22.5		\$81.25
-	w/ Dept Both Shoulders		
-	w/ ASU tabs Both		
8910-56	Blauer Short Sleeve Rayon Shirts	Blauer	\$56.50
-	Oversize 18-22.5		
-	w/ Dept Both Shoulders		
-	w/ ASU tabs Both		
Pants:			
211-2372	Dickies Industrial Cargo Pants	Dickies	\$26.00
64360-162	5.11 Taclite Pro Pant Women	5.11	\$49.99
64386-055	5.11 Stryke Pant Women	5.11	\$74.99
74273-724	5.11 Taclite Pro Pant	5.11	\$49.99
-	oversize 46-54		\$59.99

74369-724	5.11 Stryke Pant	5.11	\$74.99
-	oversize 46-54		\$84.99
8560-04	Blauer Wool Blend 4 Pocket Trouser	Blauer	\$76.50
-	OverSize 44-52		\$84.15
8567-04	Blauer Wool Blend 6 Pocket Cargo	Blauer	\$86.50
-	OverSize 44-52		\$95.15
8560W-04	Blauer Wool Blend 4 Pocket Trouser Women	Blauer	\$76.50
8567W-04	Blauer Wool Blend 6 Pocket Cargo Women	Blauer	\$86.50
8810X-04	Blauer Side Pocket Cotton Trouser	Blauer	\$68.50
-	OverSize 44-52		\$75.35
8810WX-04	Blauer Side Pocket Cotton Trouser Women	Blauer	\$68.50
8841-1X-04	Blauer Side Pocket Cotton Blend Shorts		\$59.50
-	OverSize 44-52		\$65.45
OuterWear			
560MBK	Tact Squad Black WindBreak	Tact Squad	\$28.00
-	OverSize 2XL		\$32.20
-	OverSize 3XL		\$35.00
-	OverSize 4XL		\$36.40
-	w/ Dept Both Shoulders		
-	w/ ASU tabs Both		
6120-04	Blauer B. Dry 3 Season Jacket Navy	Blauer	\$139.50
-	OverSize 2XL		\$160.43
-	OverSize 3XL		\$174.38
-	OverSize 4XL		\$181.35
-	w/ Dept Both Shoulders		
-	w/ Silver "p"s		
6120-11	Blauer B. Dry 3 Season Jacket Black	Blauer	\$139.50
-	OverSize 2XL		\$160.43
-	OverSize 3XL		\$174.38
-	OverSize 4XL		\$181.35
-	w/ Dept Both Shoulders		
Accessories			
59405-019	5.11 Operator Belt 1.75"		\$39.99
-	OverSize 2XL-4XL		\$44.99
90001	Sam Broome 18" Tie	Sam Broome	\$3.95
90010	Sam Broome 20" Tie	Sam Broome	\$3.95
90028	Sam Broome Ladies	Sam Broome	\$3.95
90062	Sam Broome 22" Tie	Sam Broome	\$3.95
Body Armor			
AXIII AH2B	Point Blank 2 Hi lite Black Carrier	Point Blank	\$714.83
R200SB	R20D Open Shoulder Carrier	Point Blank	\$132.72
Misc. Items			
CPL Chevrons	CPL Chevrons Red Midnight	Miller Uniforms	\$4.25
SGT Chevrons	SGT Chevrons Red Midnight	Miller Uniforms	\$4.25
Custom Striping	Custom Striping	Miller Uniforms	\$10.00
Zipper	Zipper added to Garment	miller Uniforms	\$5.00
EP Conversion	Epaulette Conversion	Miller Uniforms	\$10.00
Metal Buttons	Small Metal Butons with Washer and Clip	miller Uniforms	\$0.95
p5302	LG Gold P Buttons	Premier	\$1.25
Honor Guard			
210BL	Anchor Class A Blazer	Anchor	\$241.00
-	OverSize 48-54		\$265.10
-	OverSize 56-60		\$301.25
710BL	Anchor Class A Blazer Womens	Anchor	\$241.00
230BL	Anchor Class A Pant	Anchor	\$96.00
-	OverSize 46-50		\$105.60
-	OverSize 52-60		\$110.00
5 Star Cap	Midway Midnite Navy Dress Hat	Midway	\$46.50
973301	Bayly Dress Cap	Bayly	\$99.99

NARDIS Public Safety

A Division of Nardis, Inc

Date: 6-Jun-18

Amended:

Bid #

Special Quote Pricing Form

Initiated By:	Stephanie Cameron
Phone:	
Fax:	
Contact Name:	Diane Wiatrek-Smith
Distributor:	NARDIS INC
Phone:	210-508-3516
Fax:	210-661-8410
Email:	dianew@nardispublicsafety.com
Sales Rep:	Diane Wiatrek-Smith

Agency Name:	
	Killeen Police Department
Address:	
City:	
State:	
Zip Code:	
Valid Date:	

Quantity	Description	Color	Unit Price	Extended Price
1	41060-724 5.11 professional polo s/s	dk navy	\$42.49	\$42.49
1	42056-724 5.11 professional polo l/s	dk navy	\$47.59	\$47.59
1	61166-724 5.11 performance polo women s/s	dk navy	\$42.49	\$42.49
1	71175-724 5.11 taclite pro shirt s/s	dk navy	\$42.49	\$42.49
1	72175-724 5.11 taclite pro shirt l/s	dk navy	\$46.74	\$46.74
1	8301-019 premium jersey mock turtleneck	blk	\$45.74	\$45.74
1	8431-26 Blauer poly-cotton		\$45.74	\$45.74
1	8450-04 Blauer wool blend l/s	dk navy	\$74.49	\$74.49
1	8450W-04 Blauer wool blend l/s women	dk navy	\$74.49	\$74.49
1	8460W-04 Blauer wool blend s/s women	dk navy	\$65.99	\$65.99
1	8470-04 Blauer wool blend armorskin	dk navy	\$91.49	\$91.49
1	8471-04 Blauer wool blend l/s base shirt	dk navy	\$74.49	\$74.49
1	8472-04 Blauer wool blend s/s base shirt	dk navy	\$49.99	\$49.99
1	211-2372 Dickies Industrail Cargo Pants		\$23.99	\$23.99
1	64360-162 5.11 taclite pro pant women		\$42.49	\$42.49
1	64386-055 5.11 stryke pant women		\$42.49	\$42.49
1	742743-724 5.11 taclite pro pant	dk navy	\$42.49	\$42.49
1	74369-724 5.11 styke pant	dk navy	\$63.74	\$63.74
1	8560-04 Blauer wool blend 4 pocket trouser	dk navy	\$77.74	\$77.74
1	8567-04 Blauerwool blend 6 pocket cargo	dk navy	\$82.99	\$82.99
			TOTAL	\$1,120.15

Payment Terms: FOB DESTINATION

Please attach a copy of this quote with your order to ensure proper billing.

Authorized Signature

Diane Wiatrek-Smith

Diane Wiatrek-Smith

YOUR BUSINESS IS SINCERELY APPRECIATED

QAF: SC-013114
REV: Ø
DATE: 1/31/2014

NARDIS Public Safety

A Division of Nardis, Inc

Date:

6-Jun-18

Amended:

Bid #

Special Quote Pricing Form

Initiated By: **Stephanie Cameron**
Phone:
Fax:
Contact Name: **Diane Wiatrek-Smith**
Distributor: **NARDIS INC**
Phone: **210-508-3516**
Fax: **210-661-8410**
Email: **dianew@nardispublicsafety.com**
Sales Rep: **Diane Wiatrek-Smith**

Agency Name:
Killeen Police Department
Address:
City:
State:
Zip Code:
Valid Date:

Quantity	Description	Color	Unit Price	Extended Price
1	8560W-04 Blauer wool blend 4 pocket women	dk navy	\$77.74	\$77.74
1	8567W-04 Blauer wool blend 6 pocket women	dk navy	\$82.99	\$82.99
1	8810X-04 Blauer wool blend cargo pant cotton trouser	dk navy	\$40.49	\$40.49
1	8810WX-04 Blauer wool blend cargo pant cotton trouser women	dk navy	\$40.49	\$40.49
1	8841-1X-04 Blauer wool blend cargo pant cotton shorts	dk navy	\$61.74	\$61.74
1	LIB-560MBK windbreak	blk	\$23.99	\$23.99
1	6120-04 Blauer B. Dry 3 Season jacket navy	dk navy	\$130.99	\$130.99
1	61250-11 Blauer B Dry 3 Season jackdet black	black	\$130.99	\$130.99
1	59405-019 Operator blet 1.75"	black	\$32.99	\$32.99
1	90001 /10/28/62 Sam Broome ties 18"/20"/ladies/22"	black	\$4.25	\$4.25
1	axiiiah2b pb 2 hilitte ballistic vest	black	\$769.00	\$769.00
1	r20d open shoulder carier	black	\$158.95	\$158.95
1	chevrons CPL or SGT	red/mdnght	\$5.00	\$5.00
1	custom braid stripping for trouser		\$8.00	\$8.00
1	zipper installed on shirts		\$6.00	\$6.00
1	epaulette conversion		\$8.00	\$8.00
1	small metal buttons gold P		\$0.90	\$0.90
1	large metal buttons gold p		\$1.00	\$1.00
				\$0.00
				\$0.00
TOTAL				\$1,583.51

Payment Terms: FOB DESTINATION

Please attach a copy of this quote with your order to ensure proper billing.

Authorized Signature

Diane Wiatrek-Smith

Diane Wiatrek-Smith

YOUR BUSINESS IS SINCERELY APPRECIATED

QAF: SC-013114
REV: Ø
DATE: 1/31/2014



Quote

05/04/2018 1:12 pm

Impact Promotional Services LLC dba Got You Covered Uniforms
1212 E. Lancaster Ave
Fort Worth, TX 76102 United States
(817) 336-0692

Customer: Killeen Police Department

Work: 254-200-7985

1348

220000021700

Register: Register 1

Employee: Christa

Item	#	Price
41060 PROFESSIONAL S/S Polo DARK NAVY XL Employee: Christa	1 x \$41.54	\$41.54
41060T PROFESSIONAL S/S Polo-T DARK NAVY XL Employee: Christa	1 x \$47.69	\$47.69
61166 WM PROFESSIONAL S/S Polo DARK NAVY XL Employee: Christa	1 x \$35.72	\$35.72
71175 TACLITE PRO S/S SHIRT DARK NAVY XL Employee: Christa	1 x \$43.66	\$43.66
71175T TACLITE PRO S/S SHRT TALL BLACK 3XL Employee: Christa	1 x \$50.28	\$50.28
72175 TACLITE PRO L/S SHIRT DARK NAVY 3XL Employee: Christa	1 x \$54.91	\$54.91
72175 TACLITE PRO L/S SHIRT DARK NAVY XL Employee: Christa	1 x \$47.63	\$47.63
8110X Mock Turtleneck DARK NAVY XL REG Employee: Christa	1 x \$27.00	\$27.00
COLLAR EMBROIDERY/3 line embroidery* Employee: Christa	1 x \$11.00	\$11.00
8431 Long Sleeve Cotton Blend Shirt White 17x37 Employee: Christa	1 x \$43.97	\$43.97
8431 Long Sleeve Cotton Blend Shirt Dark Navy 18.5x37 Employee: Christa	1 x \$43.97	\$43.97
8450 LS Wool Blend Shirt Dark Navy 17.5 39 Employee: Christa	1 x \$74.08	\$74.08
8450W Women's LS Wool Blend Shirt DARK NAVY 36 REG Employee: Christa	1 x \$74.08	\$74.08
8460 SS Wool Blend Shirt Dark Navy 19.5 REG Employee: Christa	1 x \$66.46	\$66.46
8460 SS Wool Blend Shirt Dark Navy 17.5 REG Employee: Christa	1 x \$65.77	\$65.77
8460W Women's SS Wool Blend Shirt DARK NAVY 38 REG Employee: Christa	1 x \$66.46	\$66.46
8470 Wool Blend Armorskin Vest Dark Navy XL REG Employee: Christa	1 x \$90.69	\$90.69

8470 Wool Blend Armorskin Vest Dark Navy 3XL REG Employee: Christa	1 x \$90.69	\$90.69
8471 LS Wool Blend Armorskin Base Shirt DARK NAVY 3XL 37 Employee: Christa	1 x \$56.77	\$56.77
8471 LS Wool Blend Armorskin Base Shirt DARK NAVY XL 35 Employee: Christa	1 x \$56.77	\$56.77
8471W LS Wool Blend Armorskin Base Shirt DARK NAVY XL REG Employee: Christa	1 x \$56.08	\$56.08
8472 SS Wool Blend Armorskin Base Shirt Dark Navy 3XL TALL Employee: Christa	1 x \$47.77	\$47.77
8472 SS Wool Blend Armorskin Base Shirt Dark Navy XL REG Employee: Christa	1 x \$47.77	\$47.77
8472W Women's SS Wool Blend Armorskin Base Shirt DARK NAVY XL REG Employee: Christa	1 x \$47.77	\$47.77
8900 LS RAYON SHIRT DARK NAVY 18.5 37 Employee: Christa	1 x \$49.95	\$49.95
8900 LS RAYON SHIRT DARK NAVY 19.5 37 Employee: Christa	1 x \$49.95	\$49.95
64360 WM TACLITE PANT TDU KHAKI 14 L Employee: Christa	1 x \$44.32	\$44.32
64386 WM STRYKE PANT KHAKI 14 R Employee: Christa	1 x \$65.49	\$65.49
74273 TACLITE PRO PANT DARK NAVY 44 34 Employee: Christa	1 x \$44.32	\$44.32
74273L TACLITE PANT - LG Unhemmed DARK NAVY 46 Employee: Christa	1 x \$52.26	\$52.26
74369 STRYKE PANT W/FLEX-TAC TM DARK NAVY 40 32 Employee: Christa	1 x \$65.49	\$65.49
74369L STRYKE PANT W/FLEX TAC LG DARK NAVY 46 Employee: Christa	1 x \$75.42	\$75.42
8560 4-Pocket Wool Blend Trousers Dark Navy 46 LONG Employee: Christa	1 x \$77.54	\$77.54
8567 6-Pocket Wool Blend Pant DARK NAVY 46 REG Employee: Christa	1 x \$90.00	\$90.00
8560W Women's 4-Pocket Wool Blend Pant DARK NAVY 16 REG Employee: Christa	1 x \$77.54	\$77.54
8560W Women's 4-Pocket Wool Blend Pant DARK NAVY 14 REG Employee: Christa	1 x \$76.85	\$76.85
8810X Side Pocket Cotton Blend Pant Dark Navy 42 REG Employee: Christa	1 x \$68.20	\$68.20
8810WX Side Pocket Cotton Trouser Women DARK NAVY 14 Employee: Christa	1 x \$65.17	\$65.17
8841-1X Side-Pocket Cotton Blend Shorts DARK NAVY 44 REG Employee: Christa	1 x \$60.23	\$60.23
560MBK BLACK 2XL REG Employee: Christa	1 x \$16.63	\$16.63
560MBK BLACK 3XL REG Employee: Christa	1 x \$16.63	\$16.63
560MBK BLACK 4XL REG Employee: Christa	1 x \$18.08	\$18.08
560MBK BLACK L REG Employee: Christa	1 x \$14.46	\$14.46

6120 B.DRY 3 Season Jacket Dark Navy 2XL REG Employee: Christa	1 x \$138.46	\$138.46
6120 B.DRY 3 Season Jacket Dark Navy 3XL REG Employee: Christa	1 x \$138.46	\$138.46
6120 B.DRY 3 Season Jacket Dark Navy 4XL REG Employee: Christa	1 x \$180.00	\$180.00
6120 B.DRY 3 Season Jacket Dark Navy 5XL REG Employee: Christa	1 x \$242.31	\$242.31
59405 OPERATOR 1 3/4 INCH BELT BLACK XL Employee: Christa	1 x \$34.40	\$34.40
59405 OPERATOR 1 3/4 INCH BELT BLACK XXL Employee: Christa	1 x \$39.69	\$39.69
TIE-MENS CLIP ON Dark Navy 18" Employee: Christa	1 x \$2.43	\$2.43
TIE-MENS CLIP ON Dark Navy 20" Employee: Christa	1 x \$2.43	\$2.43
TIE-MENS CLIP ON Dark Navy 22" Employee: Christa	1 x \$2.43	\$2.43
TIECO - Womens Crossover Tie Dark Navy Crossover Employee: Christa	1 x \$2.43	\$2.43
XPIIIA-1 w/ 2-HILITE CARRIERS Employee: Christa	1 x \$868.97	\$868.97
#229 SGT Red/Midnight Navy Sgt. Chevron Employee: Christa	1 x \$3.00	\$3.00
#329 CPL Red/Midnight Navy CPL Employee: Christa	1 x \$3.00	\$3.00
Stripe Pant* Employee: Christa	1 x \$19.00	\$19.00
Add Zipper - Pant Legs* Employee: Christa	1 x \$30.00	\$30.00
ZIPPER REPLACEMENT - SHIRT* Employee: Christa	1 x \$13.00	\$13.00
ZIPPER REPLACEMENT - JACKET* Employee: Christa	1 x \$30.00	\$30.00
FUNCTIONAL EPAULETS* Employee: Christa	1 x \$11.00	\$11.00
Button Accommodation 4btn - Jacket/Coat SMALL BTNS* Employee: Christa	1 x \$8.00	\$8.00
Button Accommodation 4btn - Jacket/Coat LARGE BTNS* Employee: Christa	1 x \$16.00	\$16.00

Total Item Count: 63

Return Policy: Items may be returned for exchange or refund within 30 days of purchase with receipt only. A 15% re-stocking fee applies to all returns. Custom Orders and Altered Garments may not be returned. All items returned must be in new condition with all original tags and packaging, and may not have been worn or washed. After 30 days, all manufacturer warranties take effect.	Subtotal	\$4102.07
	Tax (\$3964.07 @ 8.25%)	\$327.04
	Total Tax	\$327.04
	Total	\$4429.11

Special Orders: Special Orders must be picked up within 30 days of arrival. Items left beyond 30 days are not the responsibility of Got You Covered. Non-stock special-order items may not be returned. Cancellations past 48 hours of placement are at the discretion of Got You Covered. Standard delivery times for special orders is approximately 10 business days. Custom items may take longer. Delivery times are an approximation only, and may vary due to manufacturer's or distributor's stock availability. We

cannot guarantee delivery by date quoted.

* No Tax Applied

Thank You Killeen Police Department!



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Galls, LLC dba Miller Uniforms & Emblems
Lexington, KY United States

Certificate Number:
2018-357540

Date Filed:
05/22/2018

Date Acknowledged:

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

Killeen Police Deapartment

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

Buyboard 524-17
Public Safety and Firehouse Supplies and Equipment

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.



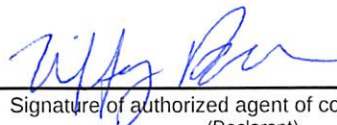
6 UNSWORN DECLARATION

My name is Tiffany Brewer, and my date of birth is 4/5/1988.

My address is 1340 Russell Cave Road, Lexington, KY, 40505, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fayette County, State of Kentucky, on the 22nd day of May, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



POLICE DEPARTMENT UNIFORMS

RS-18-046

June 19, 2018

Police Personnel Uniforms



- ❑ This purchase will provide uniform items for police officers and civilian employees.
- ❑ Purchase is in excess of \$50,000 requiring council approval.
- ❑ Purchase will be cumulative through the fiscal year.

Funding



- ❑ Projected cost is \$85,000.
- ❑ Funding is allocated in the FY18 budget.
- ❑ Uniform items will be purchased from Miller Uniforms and Emblems on the TASB Buyboard in compliance with State competitive purchasing requirements.

Recommendation



- Staff recommends that Council authorize the City Manager to execute the purchase of police uniform items from Miller Uniforms and Emblems up to \$85,000.



City of Killeen

Legislation Details

File #:	RS-18-047	Version:	1	Name:	Rifle-Resistant Body Armor (Updated)
Type:	Resolution	Status:		Status:	Resolutions
File created:	5/21/2018	In control:		In control:	City Council Workshop
On agenda:	6/19/2018	Final action:		Final action:	
Title:	Consider a memorandum/resolution authorizing the acceptance of the Rifle-Resistant Body Armor Grant through state funding for the Police Department and authorize the purchase of rifle-resistant body armor.				
Sponsors:	Police Department				
Indexes:					
Code sections:					
Attachments:	Staff Report Grant Program Grant Application Quote Certificate of Interested Parties Presentation				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: June 19, 2018

TO: Ronald L. Olson, City Manager

FROM: Charles F. Kimble, Chief of Police

SUBJECT: Acceptance of Grant Funds for Rifle Resistant Body Armor Program

BACKGROUND AND FINDINGS:

The Office of the Governor, Criminal Justice Division, announced the Rifle-Resistant Body Armor Grant Program earlier this year. There are no matching funds requirements as the grant funds the entire cost of body armor. The Police Department has applied for this grant in accordance with City of Killeen Grant Policy.

As part of the grant application, the department was required to select a make and model of body armor for the project. Department subject matter experts looked at available options and selected the Safariland/Protech Shift 360 Body Armor package offered exclusively by GT Distributors, Inc. It offers the best combination of maximum protection, value, and features that the department was searching for including modular pouches, identification panels, and a storage bag. The armor carrier is scalable and capable of being upgraded to meet any future needs.

The Police Department is requesting authority to accept \$127,350 in grant funding and purchase 225 units of rifle-resistant body-armor from GT Distributors, Inc. through a state purchasing cooperative. The body armor package is exclusively available from GT Distributors, Inc., through the Texas Association of School Boards (TASB) BuyBoard, making this purchase in compliance with state competitive purchasing requirements as found in the Texas Local Government Code. GT Distributors, Inc. TASB Buyboard contract # 524-17 is effective through March 31, 2019.

The original Council Resolution contained language that was not accepted by the Office of the Governor, Criminal Justice Division. The resolution requirements specify that the person designated to apply for, accept, reject, alter, or terminate a grant be so designated by name and/or title. It should also provide a statement the city is committed to any required matching funds, although in this case, there are none. This amended resolution provides the necessary language.

THE ALTERNATIVES CONSIDERED:

Accept grant funding and purchase the body armor from GT Distributors, Inc. through the state purchasing cooperative as proposed.

Request budget funds for rifle-resistant body armor in future years.

Do not issue rifle-resistant body armor to police officers.

Which alternative is recommended? Why?

The first alternative is the most reasonable since the grant funds 100% of the cost of the body armor with no matching funds requirement.

CONFORMITY TO CITY POLICY:

This purchase conforms to City Policy and applicable laws.

FINANCIAL IMPACT:

There is no immediate financial impact. The grant funds \$127,350 to purchase the rifle-resistant body armor with no matching funds.

The following statements are a specific grant requirement:

In the event of the loss or misuse of grant funds, the City of Killeen will return all funds to the Office of the Governor, Criminal Justice Division.

The city is committed to provide all applicable matching funds. For this grant, there are no matching funds required.

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

\$127,350 in grant funds (\$0 in City of Killeen funds)

This body armor has a warranty period and recommended service life of five years. After five years, the department will seek additional funding through budget or grant sources in order to continue the program. Current cost to replace armor plates is \$81,675. The vest carriers will not be subject to replacement at five years.

Is this a one-time or recurring expenditure?

One time

Is this expenditure budgeted?

No

If not, where will the money come from?

From previously approved budget amendment, reimbursed by grant.

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

Yes, funds are appropriated in account 010-6000-441.41-20, project 180001.

RECOMMENDATION:

The city staff recommends that the City Manager be designated as the authorized official and be given the power to apply for, accept, reject, alter or terminate the grant on behalf of the city. City staff further recommends the City Manager be designated to execute the purchase of body armor from GT Distributors, Inc. through the TASB State BuyBoard and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Grant Program
Grant Application
Quote
Certificate of Interested Parties



Office of the Governor

Criminal Justice Division

Funding Announcement (Amended):

***Rifle-Resistant Body Armor Grant
Program***

July 12, 2017

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Amendment

The original funding announcement was amended to remove restrictions on eligibility for state colleges and universities and with more explicit instructions regarding the submission of budgets.

Purpose

The purpose of this announcement is to solicit applications for projects that equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Eligible Funding Areas

Funds may be used by law enforcement agencies to equip law enforcement officers with bullet-resistant personal body armor compliant with the National Institute of Justice (NIJ) standard for rifle protection.

Funds Available

It is anticipated that up to \$25 million may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants <https://eGrants.gov.texas.gov>.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall availability of funds and CJD's goal to provide resources to as many departments as possible. Funds may only be used to obtain body armor, including bulletproof vests, ballistic plates, and plate carriers.

Match

There is no match requirement under this program.

Project Periods

All projects must begin between Jan. 1 and Mar. 1, 2018. A project period may not exceed 12 months.

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. *With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.*

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Table of Contents

Opportunity Snapshot.....	1
Step 1: Review the Process	3
Timeline	3
Submission Method	3
Step 2: Consider the Requirements.....	4
Organizational Eligibility	4
Funding and Project Period Limits	4
Match Requirement.....	4
Eligible Expenses.....	4
Ineligible Costs and Activities	5
Reporting Requirements.....	5
Program-Specific Requirements	6
Standard CJD Requirements	6
Step 3: Apply via eGrants	7
Basics.....	7
Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures.....	7
Narrative Tab – Program-Specific Questions.....	7
Narrative Tab – Required Certifications	8
Narrative Tab – Project Narrative	8
Activities Tab – CJD Purpose Areas	8
Activities Tab – Fund Source Information and Requirements	9
Activities Tab – OOG-Defined Project Activity Area	9
Measures Tab.....	9
Budget Tab	9
Submit.Application and Certify.Application Tabs	9
Step 4: Review your Funding Decision	10
Selection and Fund Allocation Criteria	10
Announcements.....	10
Appendix: Required Certifications	11
About CJD	12

Rifle-Resistant Body Armor Grant Program

The goal of the Governor's Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. In 2017, in response to the July 7th, 2016, shooting of numerous police officers in Dallas, Texas, the Legislature passed and the Governor signed Senate Bill 12, which created a grant program within the governor's office to increase the safety of Texas' law enforcement officers by assisting agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants@gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	July 7, 2017
Online System Opening Date	July 7, 2017
Final Date to Submit an Application	September 6, 2017 5PM CST
Earliest Start Date	January 1, 2018
Latest Start Date	March 1, 2018

Submission Method

Applicants must submit applications through via eGrants ([eGrants.gov.texas.gov](https://eGrants@gov.texas.gov)) by the deadline above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. (This announcement has been revised to remove restrictions on state public universities.)

State agencies other than the Texas Department of Public Safety are not authorized under law to apply for funds under this grant program.

With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.

Funding and Project Period Limits

It is anticipated that up to \$25 million may be funded under this announcement. This amount represents the full level of funding available. (Funds are authorized under Senate Bill 12 and appropriated by the 85th Legislature.) The number and amount of awards will depend upon the reasonableness of costs of individual, eligible applications, and the total volume of applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

There is no match requirement under this program.

Eligible Expenses

Eligible equipment. Grant funds are restricted to obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Eligible purchase models. Funds may be used for the outright purchase of eligible equipment, or other supply-service or subscription models. However, grant funds are restricted to the one-year project period, and costs for any subscription models or additional extended warranties that extend beyond the project period must be prorated to correspond to the project period.

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. CJD may prioritize the equipping of certain types of officers or applicants if the total requested

funds exceed the funds appropriated by the Legislature. (See “Selection and Fund Allocation Criteria” below under Step 4.) Only one set of body armor (partial or complete) per officer may be purchased.

Equipment purchasing. The Texas Comptroller of Public Accounts’ Statewide Procurement Division (SPD) has developed a list of Bullet Proof Vest and Body Armor that local government members may order on [Texas SmartBuy](http://www.txsmartbuy.com/) (<http://www.txsmartbuy.com/>). Grantees may find more information about available products and get assistance with purchasing equipment on the [SB12 Body Armor web page](http://comptroller.texas.gov/purchasing/contracts/body-armor.php) (<http://comptroller.texas.gov/purchasing/contracts/body-armor.php>), or contact SPD for help in evaluating vendor offers against the pricing on statewide contracts.

Because CJD is attempting to equip the maximum number of law enforcement officers in Texas, if the total funding requested by applicants exceeds available funding, applicants with more reasonable and competitive project budgets may receive priority. Not all body armor listed at the Comptroller’s website complies with the requirements of this grant program.

Ineligible Costs and Activities

Costs under this grant program are strictly limited to the procurement of eligible body armor. Grant funds may not be used to support services, activities, and costs including but not limited to:

- 1) Salaries or personnel costs, including any portion of the salary of, or any other compensation for an elected or appointed government official;
- 2) Supplanting or use of grant funds to replace any other existing federal, state or local funds;
- 3) Indirect costs;
- 4) Training and/or maintenance costs;
- 5) Travel;
- 6) Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD;
- 7) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial Report. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Progress Report. Grantees will be required to submit a single close-out report via the Public Policy Research Institute at Texas A&M University (<https://ppri.tamu.edu/>) 12 months after their project start date. Close-out reports will be very brief and will principally ask for:

- 1) Number of officers employed by the law enforcement agency;
- 2) Number of officers equipped with NIJ-compliant level III & IV body armor; and
- 3) A brief description of any shooting events in which an officer equipped with body armor purchased with grant funds was struck by gunfire.

Program-Specific Requirements

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code (as passed in Senate Bill 12), an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [*“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”*](#) for more information.

NIJ Body Armor Standards. Body armor purchased with grant funds must comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers. Grantees are responsible for ensuring that any purchases meet this requirement and must certify compliance at the time of application.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([*Active Standard ASTM E3003*](#)) available at no cost. The [*Personal Armor Fit Assessment checklist*](#), is excerpted from ASTM E3003.

Grantees are responsible for ensuring that all purchases meet this requirement and must certify compliance at the time of application.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016 as of August 31, 2017

Immigration and Customs Enforcement Requests: An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures

New Direct Deposit procedures: Applicants must upload the required [Direct Deposit forms](#), [New Payee Identification Form](#), and [W9 Form](#) for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management Tools section or by clicking on the hyperlinks above.

Narrative Tab – Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency, the number of officers currently equipped with Type III and Type IV body armor, and the number proposed to be equipped under the grant for the following four categories:

- 1) Officers within a tactical response (SWAT-style) unit or specifically assigned tactical response duties;

- 2) Officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses;
- 3) All other officers employed by the agency;
- 4) All other reserve officers.

Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in this funding announcement’s “Appendix A: Required Certifications”.

Narrative Tab – Project Narrative

The eGrants system contains nine narrative boxes, but only one is required for this grant program. Using the headings indicated below in bold type, applicants should use the “Project Abstract” box, to describe:

- 1) **Duties.** The duties of the four categories of officers proposed to be equipped under the project, including how those duties would expose the officers to gunfire that necessitates Type III and Type IV body armor.
- 2) **History.** Any recent history of shootings that demonstrates the need for Type III and Type IV body armor.
- 3) **Non-Tactical Duties.** If the project proposes equipment for reserve officers and/or officers not engaged in tactical response duties, regular patrol, response to calls for assistance, or the execution of warrants related to criminal offenses, why such officers have a need for this level of body armor.
- 4) **Multi-Agency Breakdown.** If the project will equip more than one agency operated by an applicant, how many of each category of officer (tactical response officers; patrol/response/warrant-serving officers; other employed officers; other reserve officers) work in each agency. (For example, if a county’s application contains equipment for officers in a constable’s office and a sheriff’s office, those total should be broken-out here.)

Applicants should enter “n/a” in all other project narrative boxes.

Activities Tab – CJD Purpose Areas

Applicants must estimate the percentage of time officers proposed to be equipped under their project will be specifically assigned to:

- 1) Educational campuses;
- 2) Jails or prisons;
- 3) Juvenile facilities (not regular K-12 or college campuses);
- 4) Victim services facilities;
- 5) General (all other areas)

Activities Tab – Fund Source Information and Requirements

If the officers to be equipped with grant funds are explicitly assigned to specific educational campuses (K-12 or higher education), the applicant must enter the TOTAL students at ALL campuses that will be served by the project.

Activities Tab – OOG-Defined Project Activity Area

Applicants should assign 100% of their project activity to “Equipment and Technology”. For the Description of Activity, “Equipping officers with Type III and Type IV body armor” is sufficient.

Measures Tab

There are no additional measures required for this grant program.

Budget Tab

Applicants must submit a budget line item for each type of item being purchased, including the expected make and model of the item and the quantity of item to be purchased. For example, a budget line item listing a quantity of one and a description reading “12 bullet resistant vests” is incorrect. That budget line item should list a quantity of 12 and a description reading “Bullet resistant vests by [manufacturer] of model [model of vest]”.

Applicants receiving awards are not locked-in to the make and model of equipment in their application, but must consult with their grant manager and request a budget adjustment changing the make and model *before* making any purchases. CJD reserves the right to deny a requested change, and any purchases of equipment not listed in the approved budget are not guaranteed to be reimbursed.

Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the “Submit Initial Application” button on the bottom of the Submit.Application tab. (If your application is missing information, a list of errors will appear on the Submit.Application tab.)

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the “Certify Official Application” button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and “how-to” videos and other resources, including the Guide to Creating an Application, see the eGrants support page at <https://egrants.gov.texas.gov/updates.aspx>.

Step 4: Review your Funding Decision

Selection and Fund Allocation Criteria

CJD will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, CJD will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

In the event that the total requested funds exceed available funding, CJD may also prioritize applications for municipal police departments, sheriff's offices, or – within projects – officers engaged in tactical response and regular patrol/response or warrant-execution duties.

Final Decisions – All Projects: The executive director will consider the analysis described above along with other factors and make all final funding decisions. Other factors may include need, cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Title 1, Section 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or a final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

Appendix: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

A. Constitutional Compliance: Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Required Agency Policies: Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”](#) For more information.

C. NIJ Body Armor Standards. Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

D. Personally Fitted Vest Requirement. Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

E. Uniform Crime Reports: Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

F. Criminal History Reporting: The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016, as of August 31, 2017.

G. Immigration and Customs Enforcement Requests: The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If the applicant has submitted a letter to CJD in the prior year, that letter meets the requirement of this section. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

H. Civil Rights Liaison: A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Overall Certification: Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD funding announcement and *Criminal Justice Division & Homeland Security Grants Division Grantee Conditions and Responsibilities* document to be eligible for this program.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Version 4: June 30, 2017

Agency Name: City of Killeen -- Police Department
Grant/App: 3500601 **Start Date:** 1/1/2018 **End Date:** 12/31/2018

Project Title: Rifle Resistant Body Armor Program
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460015047006

Application Eligibility Certify:

Created on:8/29/2017 10:04:18 AM By:Alex Gearhart

Profile Information

Applicant Agency Name: City of Killeen -- Police Department
Project Title: Rifle Resistant Body Armor Program
Division or Unit to Administer the Project: Administrative Services Division/Office of Management and Budget
Address Line 1: 3304 Community Blvd
Address Line 2:
City/State/Zip: Killeen Texas 76542-6381
Start Date: 1/1/2018
End Date: 12/31/2018

Regional Council of Governments(COG) within the Project's Impact Area: Central Texas Council of Governments
Headquarter County: Bell
Counties within Project's Impact Area: Bell

Grant Officials:

Authorized Official

User Name: Dennis Baldwin
Email: dbaldwin@killeentexas.gov
Address 1: 101 N. College Street
Address 1:
City: Killeen, Texas 76541
Phone: 254-501-7700 **Other Phone:**
Fax: 254-634-2484
Title: Mr.
Salutation: Mr.
Position: Interim City Manager

Project Director

User Name: Karen Evans

Email: kevans@killeentexas.gov
Address 1: PO Box 1329
Address 1:
City: Killeen, Texas 76540
Phone: 254-501-7740 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Assistant Finance Director

Financial Official

User Name: Kitty Guerrero
Email: cvenzlauskas-guerrero@killeentexas.gov
Address 1: 3304 Community Blvd
Address 1:
City: Killeen, Texas 76542
Phone: 254-501-8952 Other Phone:
Fax: 254-200-7978
Title: Ms.
Salutation: Ms.
Position: Killeen Police Dept Finance Manager

Grant Writer

User Name: Alex Gearhart
Email: agearthart@killeentexas.gov
Address 1: 3304 Community Blvd
Address 1:
City: Killeen, Texas 76542
Phone: 254-200-7989 Other Phone: 254-462-6005
Fax: 254-200-7978
Title: Mr.
Salutation: Commander
Position: Chief of Staff

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460015047006
Data Universal Numbering System (DUNS): 068980739

Narrative Information

Introduction

Information related to this program is in the relevant CJD funding announcement for the Rifle-Resistant Body Armor Grant Program. Applicants MUST read the funding announcement

(linked above under “OOG Solicitation”) for important information on eligible program activities and expenses and instructions on how to fill out applications. Failure to adequately follow instructions in the funding announcements may result in CJD deeming a grant ineligible for funding.

Instructions for Section 1: Program-Specific Questions

Applicants should answer questions regarding the current state of the agency and the number if the grant is funded at the full amount.

Instructions for Section 2: Certifications

Applicants should review the stated certifications and further requirements in the Funding Announcement before making the Overall Certification.

Instructions for Section 3: Project Narrative

The eGrants system contains nine narrative boxes, but only one is required for this grant program. Using the headings indicated below in bold type, applicants should use the “Project Abstract” box, to describe:

1. **Duties.** The duties of the four categories of officers proposed to be equipped under the project, including how those duties would expose the officers to gunfire that necessitates Type III and Type IV body armor.
2. **History.** Any recent history of shootings that demonstrates the need for Type III and Type IV body armor.
3. **Non-Tactical/Patrol/Warrant-Serving Duties.** If the project proposes equipment for reserve officers and/or officers not engaged in tactical response duties, regular patrol, response to calls for assistance, or the execution of warrants related to criminal offenses, why such officers have a need for this level of body armor.
4. **Multi-Agency Breakdown.** If the project will equip more than one agency operated by an applicant, how many of each category of officer (tactical response officers; patrol/response/warrant-serving officers; other employed officers; other reserve officers) work in each agency. (For example, if a county’s application contains equipment for officers in a constable’s office and a sheriff’s office, those total should be broken-out here.)

Applicants should enter 'N/A' in all other project narrative boxes.

Section 1: Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency, the number of officers currently equipped with Type III and Type IV body armor, and the number proposed to be equipped under the grant for the following four categories:

A. Tactical Response - officers within a tactical response (SWAT-style) unit or specifically assigned tactical response duties

Current total number of officers:

39

Current number of officers equipped with Type III and Type IV body armor:

39

Target number of officers equipped with Type III and Type IV body armor after grant:

39

B. Traffic or Highway Patrol - officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses

Current total number of officers:

225

Current number of officers equipped with Type III and Type IV body armor:

0

Target number of officers equipped with Type III and Type IV body armor after grant:

225

C. Other - all other officers *employed* by the agency

Current total number of officers:

16

Current number of officers equipped with Type III and Type IV body armor:

0

Target number of officers equipped with Type III and Type IV body armor after grant:

0

D. Reserve Officers - all other reserve officers

Current total number of officers:

0

Current number of officers equipped with Type III and Type IV body armor:

0

Target number of officers equipped with Type III and Type IV body armor after grant:

0

Section 2: Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

A. Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Required Agency Policies

Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "[A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers](#)" for more information.

C. NIJ Body Armor Standards

Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

D. Personally Fitted Vest Requirement

Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The Personal Armor Fit Assessment [checklist](#), is excerpted from ASTM E3003.

E. Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual

Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

F. Criminal History Reporting

The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016, as of August 31, 2017.

G. Immigration and Customs Enforcement Requests

The full text of this certification can be found [here](#). To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement.

All applicants must select one of the following options:

- ☐ Applicant is not a county or municipal government
- ☐ Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time
- ☒ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- ☐ Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found on the aforementioned CJD website. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

H. Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Cdr. Alex Gearhart

Enter the Address for the Civil Rights Liaison:

3304 Community Blvd. Killeen, Texas 76542

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

254-200-7989

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

1. Duties – The department will equip most officers below the rank of Commander with rifle-resistant body armor. The officers and supervisors who will be so equipped are responsible for responding to calls for service, conducting investigations, executing warrants and making arrests, all of which could potentially expose them to gunfire. This program will not include members of our Tactical Response Unit, who are already equipped with upgraded body armor, or administrative personnel. 2. History – The City of Killeen is experiencing an uptick in violent crime. Currently, part 1 Violent Crimes are up 20.67%, Murder is up 57.14% and Robbery is up 39.34%. Responding to these crimes potentially places officers in danger of being exposed to gunfire. Within the last several months, our officers have responded to gun fights involving gang members armed with semiautomatic rifles, a shooting at an apartment complex in which the suspect fired a full 30-round magazine into an apartment and a pawn shop robbery with 15 stolen firearms—five of which were rifles. Within the last year, 84 long guns have been taken into evidence in relation to a crime. In 2013, a member of our Tactical Response Unit was killed by an assailant armed with a rifle. The officer was struck in an area not protected by his upgraded body armor. This incident is a stark reminder of the dangers faced by our officers. 3. Non-Tactical Duties – This project will not equip officers who are not engaged in tactical response duties. 4. Multi-Agency Breakdown – This is not a multi-agency project.

Problem Statement :

n/a

Supporting Data :

n/a

Project Approach & Activities:

n/a

Capacity & Capabilities:

n/a

Performance Management :

n/a

Data Management:

n/a

Target Group :

n/a

Evidence-Based Practices:

n/a

Project Activities Information

Introduction

Only agencies that specifically and exclusively serve educational campuses should fill out the below section.

Campus-Based Projects

This project is based on – or serves – one or more specific educational campuses (K-12 or higher education).

How many TOTAL students at ALL campuses will be served by the project? (enter “0” if this project is not based on – or serves – specific educational campuses):

0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Equipping officers with type III and IV body armor

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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100.00	Safety and Security: General	To increase the safety and security of the general public (general law enforcement)
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Section 3: Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2017

Enter the End Date [mm/dd/yyyy]:

9/30/2018

Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

516960

Enter the amount (\$) of State Grant Funds:

106262

Section 6: Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

☐ Yes
☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2017

Section 7: Equal Employment Opportunity Plan

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity

Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Erich Morsbach Chief of Staff Killeen Police Department 3304 Community Blvd. Killeen, TX 76542

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity
☐ Type II Entity
☒ Type III Entity

Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes

☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes

☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes

☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bulletproof Vest	Safariland Shift 360 Body Armor Package. Includes two Type IV armor plates and plate carrier.	\$127,350.00	\$0.00	\$0.00	\$0.00	\$127,350.00	225

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
----------	-----	------------	---------------	-----	-------

Equipment	\$127,350.00	\$0.00	\$0.00	\$0.00	\$127,350.00
-----------	--------------	--------	--------	--------	--------------

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$127,350.00	\$0.00	\$0.00	\$0.00	\$127,350.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--	--------------	----------	------------	----------------------

You are logged in as **User Name:** dbaldwin



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0066787
Date	5/21/2018
Page:	1

Bill To:

Killeen City of (TX)
P O Box 1329
Attn: Accounts Payable
Killeen TX 76540-1329

Ship To:

Killeen PD
3304 Community Blvd
Killeen TX 76541

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SB12 05.21.18		000131	BF	FACTORY DIRECT	NET 15	0/0/0000	1,657,040
Quantity	Item Number	Description			UOM	Unit Price	Ext. Price
225	PTA-S360-PACKAGE*	Protech Shift 360 Rifle Plate Package			Each	\$566.00	\$127,350.00
		Each package includes: 1 - Shift 360 Plate Carrier, TMW, Velcro 2 - 4400 Type IV Plates 1 each - TP5A Double M4 Pouch, Med Pouch					
1	NOTES:	Notes:			EA	\$0.00	\$0.00
		2 Large "POLICE" ID Patches, 8.5"x3" Protech carry bag included					
1	NOTES:	Notes:			EA	\$0.00	\$0.00
		Quotation reflects Buyboard Contract 524-17. Contract period 04/01/17-03/31/19. Fax BuyBoard PO's to 1-800-211-5454 only.					

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	\$127,350.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$127,350.00

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.

G T DISTRIBUTORS, INC.
AUSTIN, TX United States

Certificate Number:
2017-278513

Date Filed:
10/31/2017

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

CITY OF KILLEEN

Date Acknowledged:

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

524-17
BUYBOARD CONTRACT FOR PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT

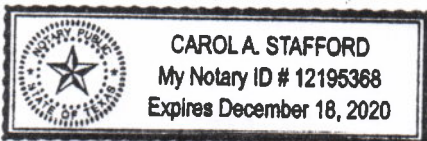
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

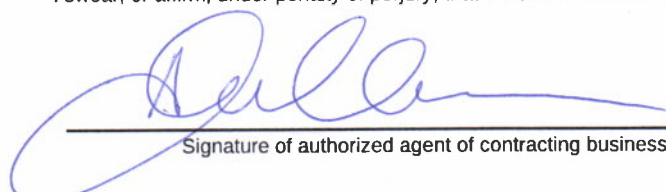


6 AFFIDAVIT

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

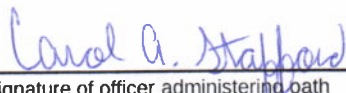


AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

ALEXIS M HOSTETTER 31ST OCTOBER

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Carol A Stafford
Printed name of officer administering oath

Accounting
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

G T DISTRIBUTORS, INC.
AUSTIN, TX United States

Certificate Number:
2017-278513

Date Filed:
10/31/2017

Date Acknowledged:
12/14/2017

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.

524-17
BUYBOARD CONTRACT FOR PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM

RS-18-047

June 19, 2018

Grant Program Overview

2

- ❑ State grant through Office of the Governor, Criminal Justice Division.
- ❑ Provides rifle-resistant body armor to police officers.
- ❑ Armor will be purchased from GT Distributors, Inc. through Texas State Contract and/or TASB BuyBoard.

Resolution Language Amended

3

- ❑ The original Council Resolution contained language that was not approved by the Grantor.
- ❑ The new resolution complies with requirements by naming the City Manager as the designee to apply for, accept, reject, alter, or terminate the grant.
- ❑ It also addresses the City's commitment to any required matching funds. There are no matching funds in this case.

Funding Review

4

- Total Grant Program is \$127,350

- ▣ Grant funds: \$127,350

- ▣ City Match funds: \$ 0

- This grant funds 100% of the armor and armor carriers.

- There is no match requirement.

Recommendation

5

Staff recommends that the City Manager be authorized to accept the grant on behalf of the City and authorize the purchase of the body armor.



City of Killeen

Legislation Details

File #:	RS-18-048	Version:	1	Name:	SSES Sewer Line Phase 5
Type:	Resolution	Status:	Resolutions		
File created:	6/4/2018	In control:	City Council Workshop		
On agenda:	6/19/2018	Final action:			
Title:	Consider a memorandum/resolution authorizing the award of a Professional Services Agreement with Pipeline Analysis, LLC, for the Phase 5 Sewer Line Sanitary Sewer Evaluation Survey.				
Sponsors:	Public Works Department, Water & Sewer				
Indexes:					
Code sections:					
Attachments:	Staff Report Agreement Certificate of Interested Parties Presentation				

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



STAFF REPORT

DATE: June 19, 2018

TO: Ronald L. Olson, City Manager

FROM: David Olson, Executive Director of Public Works

SUBJECT: Authorize the Award of a Professional Services Agreement with Pipeline Analysis, LLC, for the Phase 5 Sewer Line Sanitary Sewer Evaluation Survey

BACKGROUND AND FINDINGS:

On November 14, 2011, the City of Killeen was officially accepted into the Texas Commission on Environmental Quality (TCEQ) Sanitary Sewer Overflow (SSO) Initiative Program. The agreement with TCEQ requires the City to follow an SSO Initiative Action Plan in which the City's entire sanitary sewer collection system is evaluated and defects are rehabilitated over a 10-year period.

Pipeline Analysis has completed the Manhole Inspection Phases 1-3 of the City's SSO Initiative Action Plan. Defects were found in 2,727 manholes and cleanouts. The manhole rehabilitation work for Phases 1-3 is now complete. The surveyed data from manhole inspections has been interfaced with the City's GIS maps. Pipeline Analysis has also completed Phases 1-4 of the Sewer Line Sanitary Sewer Evaluation Survey (SSES) which included the evaluation of 1,975,428 feet of sewer line. The TCEQ SSO Initiative Action Plan requires the implementation of the Phase 5 Sewer Line SSES in the second quarter of 2018.

THE ALTERNATIVES CONSIDERED:

1. The final phase of the Sewer Line SSES could be delayed or left incomplete, but this would mean the City would not fulfill their 10 year agreement with the TCEQ.
2. City staff could pursue a professional services agreement with a different sewer evaluation company for this final phase of SSES, but City staff feels this alternative will not serve the City's best interest.
3. Because Pipeline Analysis has extensive experience and they have performed an outstanding job on the SSES Phases 1-4, City staff recommends awarding a Professional Services Agreement to Pipeline Analysis for the evaluation of the final 637,169 feet of sewer line.

Which alternative is recommended? Why?

Alternative 3 is recommended because:

1. Pipeline Analysis has extensive experience with the evaluation of sanitary sewer systems.
2. Pipeline Analysis has done outstanding work in evaluating all of the City's manholes and 1,975,428 feet of the sewer lines.

3. Because this is the final phase of the SSES and Pipeline Analysis has been used to perform all prior SSES projects, utilizing a different sewer evaluation company would not be prudent.
4. Pipeline Analysis has submitted a fair and reasonable proposal for this project.

CONFORMITY TO CITY POLICY:

Authorizing a Professional Services Agreement to Pipeline Analysis for the Phase 5 Sewer Line SSES Project conforms to all State and City purchasing policies. This project meets Goal #10, Sound Infrastructure, of Vision 2030.

FINANCIAL IMPACT:

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

Funding for this project is available in the amount of \$409,313.00 through Account Number 386-3495-800.58-48 of the 2013 Water and Sewer Bond. This amount of expenditure is available in fiscal year 2018 and 2019.

Is this expenditure budgeted? If not, where will the money come from?

This expenditure is budgeted.

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

Yes, there is a sufficient amount in the budgeted line-item for this expenditure.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with Pipeline Analysis, LLC for the Phase 5 Sewer Line Sanitary Sewer Evaluation Survey in the amount of \$409,313.00, and that the City Manager is expressly authorized to execute any and all changes within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties

**TCEQ SSO INITIATIVE
ON-GOING INFILTRATION/INFLOW
REDUCTION PROGRAM**

**Sewer Line SSES Phase 5
Basins 13,24,25,28 and 34**

Contract for Professional Services



CITY OF KILLEEN, TEXAS



**Pipeline Analysis, LLC
1115 Main Street
Garland, Texas 75040**

**May 2, 2018
Rev. 2**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

a practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

EJCDC No. 1910-1 (1996 Edition)
Revised by City of Killeen 3/03/04

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

Page

: ARTICLE 1 - SERVICES OF ENGINEER.....	2
1.01 Scope	2
ARTICLE 2 - OWNER'S RESPONSIBILITIES.....	2
2.01 General.....	2
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01 General.....	2
3.02 Suspension.....	2
ARTICLE 4 - PAYMENTS TO ENGINEER	2
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	2
4.02 Other Provisions Concerning Payments.....	2
ARTICLE 5 - OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS.....	3
6.01 Standards of Performance	3
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	5
6.05 Insurance.....	5
6.06 Termination	6
6.07 Controlling Law.....	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Hazardous Environmental Condition.....	7
6.10 Allocation of Risks	7
6.11 Notices	8
6.12 Survival.....	8
6.13 Severability	8
6.14 Waiver	8
6.15 Headings	8
ARTICLE 7 - DEFINITIONS.....	8
7.01 Defined Terms	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS	11
8.01 Exhibits Included.....	11
8.02 Total Agreement.....	11

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2018 (“Effective Date”) between
_____CITY OF KILLEN TEXAS_____ (“OWNER”)
and _____PIPELINE ANALYSIS, LLC_____ (“ENGINEER”).

OWNER intends to continue with the TCEQ Sanitary Sewer Overflow Initiative and continue with this next phase of field testing and inspection to include smoke testing and closed circuit television (CCTV) inspection to locate defects, establish least cost repair cost estimates and prepare a rehabilitation plan. The information gathered during this project will locate system defects, specify the type of repairs to be made, estimate the costs and prioritize the recommended repairs. This information will then be used by both the City staff and outside contractors to make necessary wastewater collection system improvements to restore wastewater system integrity. The results of this program will extend the useful life of the collection system assets.

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D. (Note: Not anticipated for this contract.)

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In

addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and

exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other

design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a

substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or

furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 12 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 1 page.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 page.

E & F. Exhibit E and Exhibit F, "Notice of Acceptability of Work," and "Construction Cost Limit," consisting of 1 page.

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: Ronald L. Olson, City

By: James H. Forbes, Jr., P.E.

Title: City Manager

Title: President

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

P.O. Box 1329

1115 Main Street

Killeen, TX 76540-1329

Garland, Texas 75040

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Steve Kana, P.E.

James H. Forbes, Jr., P.E.

Title: Director of Water & Sewer Utilities

Title: President

Phone Number: 254-501-7623

Phone Number: 800-637-0164

Facsimile Number: 254-501-6321

Facsimile Number: 972-479-0659

E-Mail Address: skana@ci.killeen.tx.us

E-Mail Address: jforbes@pipelineanalysis.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

CITY OF KILLEEN

TCEQ SSO INITIATIVE ON-GOING INFILTRATION/INFLOW REDUCTION PROGRAM – SEWER LINE SSES PHASE 5 OF BASINS 13,24,25,28 and 34

The Project Approach to the Killeen Sewer System Evaluation is organized around the objectives for this project:

- Regulatory compliance
- Attainment of long-term I/I solutions
- Customer satisfaction
- Cost control

Attainment of long-term I/I solutions

The goal of the City and TCEQ is to develop long-term solutions to infiltration/inflow (I/I) and sanitary sewer overflows (SSO's). The first step in achieving this goal is to establish the magnitude and location of the problem. City-wide temporary flow monitoring was completed in March 2009. This flow analysis established dry and wet weather flows at key locations across the city. In addition, flow meters isolated the areas of the collection system that contribute to excessive rainfall dependent infiltration/inflow (RDII) that enters through poor fitting manhole castings, vented manhole covers in ponding areas, holes in pipes, open or defective cleanouts, yard drains, storm sewer cross connections, etc. The results of this field testing provided a ranking of basins by priority. This scope of work builds on the previous flow monitoring and master plan efforts and is the next phase of field testing to locate defects, establish least cost repair cost estimates and prepare a collection system rehabilitation report.

The Killeen collection system consists of approximately 530 miles of mainline gravity sewer and 334 miles of private service laterals. These assets have a replacement value of approximately \$280 million. Stretched end to end, the collection system would connect Killeen with Atlanta, Georgia. The purpose of this project is to initiate field testing to locate defects in high priority areas of the city. With a design life of 75 to 100 years, some of the Killeen system has reached its design life. Infiltration/inflow is a symptom of aging collection systems. We must identify specifically where the deterioration is occurring and develop a plan to locate and repair these City assets. The City of Killeen (like all municipalities) cannot afford to wait for system failure and replace the collection system. The least cost strategy will be to locate system defects early while trenchless repair methods can be used.

Regulatory Compliance

The City of Killeen was invited to join the TCEQ SSO Initiative and the City responded with an acceptance letter to voluntarily participate in the program. TCEQ has officially notified the City of its acceptance into the program and the City is currently implementing the approved comprehensive plan and schedule. This project is identified in the TCEQ SSO Initiative.

Customer Satisfaction

Educating the customer on the vast investment sitting “out of sight, out of mind” and the need to repair these assets can be facilitated throughout the various phases of the project. Effectively presenting the findings in easy to understand graphics and language will help the customers acknowledge the need for repairs and the costs associated with it. Benchmarking with other similar cities can show the city leaders and public that the problems being faced are not unique to Killeen. Using the team’s technical expertise in trenchless rehabilitation, the impact to residents during construction can be minimized and least cost solutions recommended.

Cost Controls

The field testing of the collection system will identify various deficiencies that must be prioritized and recommended for repair. Developing the most cost-effective methods of repair will minimize the impact and cost to customers. Table 1 presents a summary of smoke testing completed to date and the proposed Sewer Line SSES Phase 5 included in this scope of work. Figure 1 presents the Study Area Map.

Table 1
Sanitary Sewer Evaluation Summary

Flow Meter Basin	Manhole Inspection	Smoke Testing	Clean & CCTV	Mainline Linear Feet	Phase 5 Proposed
1	x	x	x	27,411	
2	x	x	x	42,183	
3	x	x	x	45,307	
4	x	x	x	25,338	
5	x	x	x	54,531	
6	x	x	x	33,593	
7	x	x	x	65,755	
8	x	x	x	32,264	
9	x	x	x	59,889	
10	x	x	x	20,755	
11	x	x	x	95,110	
12	x	x	x	53,106	
13	x	Phase 5	Phase 5	88,009	88,009
14	x	x	x	43,851	
15	x	x	x	19,739	
16	x	x	x	98,678	
17	x	x	x	53,265	
18	x	x	x	82,339	
19	x	x	x	158,226	
20	x	x	x	25,108	
21	x	x	x	52,273	
22	x	x	x	261,976	
23	x	x	x	18,292	
24	x	Phase 5	Phase 5	122,215	122,215
25	x	Phase 5	Phase 5	144,111	144,111
26	x	x	x	58,321	
27	x	x	x	48,545	
28	x	Phase 5	Phase 5	219,500	219,500
29	x	x	x	50,179	
30	x	x	x	73,471	
33	x	x	x	55,316	
34	x	Phase 5	Phase 5	63,335	63,335
35	x	x	x	50,684	
14A	x	x	x	29,039	
15A	x	x	x	44,836	
16A	x	x	x	17,539	
22A	x	x	x	37,984	
23A	x	x	x	140,527	
Note: "x" completed			Total	2,612,597	637,169

**Phase 5 TCEQ SSO Initiative
Testing and Inspection
Basins 13, 24, 25, 28, and 34**

The map shows a detailed street grid of Killeen, Texas. Several areas are highlighted in red, representing basins 13, 24, 25, 28, and 34. Numerous numbered points (1-31) are scattered across the map, indicating specific locations of interest. A legend in the bottom right corner provides a key for the symbols used, including basins, SSOs, and other features. The map is titled "Phase 5 TCEQ SSO Initiative Testing and Inspection Basins 13, 24, 25, 28, and 34".

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Pipeline Analysis, LLC (PA) will review all relevant existing materials developed for or by the City of Killeen concerning this project, including, but not limited to, the following:

1. Previous studies for the service areas to be investigated
2. Prepare study area field inspection maps

Deliverable:

1. Delivery of equipment and personnel
2. Work maps with delineated boundaries
3. Status report on collection and review of materials supplied

To Be Provided by City:

- Access for placement of equipment and personnel
- Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
- As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

Deliverables:

1. Inclusion in final report of findings from this work task

Measurement of Payment:

Mobilization will be charged as a lump sum.

TASK 200 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the study area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points and will be sufficient to establish the location of each defect and determine the best repair method and priority. In addition, sub-meter GPS coordinates are obtained for smoke defects. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through

defective plumbing. Pipeline Analysis will be responsible for public awareness, distribution of smoke notices, field questions from residents, coordinating with City staff for residents requiring special assistance and mapping associated with this phase of field testing.

To Be Provided by City:

- Review and approval of Notice to Residents
- Letter of introduction to be carried by field crews (Example to be supplied by Pipeline Analysis)

Deliverables:

- Defects listing and spreadsheets
- Defect location sketches
- Digital photographs
- Smoke Notification Flyers and Notification of Residents

Measurement of Payment:

Payment for this work task shall be a unit price for each linear foot of mainline sewer smoke tested. A summary listing of the database for line segments smoke tested will serve as the basis for the periodic partial payment requests.



Draft Copy

SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be **smoke testing** of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. **The smoke is non-toxic, leaves no residue, and creates no fire hazard.** The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. **At no time will field crews have to enter your business or residence.**

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

800-637-0164



TASK 300 DYE FLOODING

Dye water testing can be anticipated to assist in the location of specific defects during the evaluation. Non-toxic dye will be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation and photographs will be used to record all findings. Internal inspection will determine the exact source of the 'cross-connection' and establish the best repair option (i.e., point repair, direct connection, etc.).

To Be Provided by City:

- Water for dye flooding at no cost to ENGINEER

Measurement of Payment:

Payment for this work task shall be a unit price for each dye flood test site. Dye test records that document the dye test location and results will serve as the basis for the periodic partial payment requests.

TASK 400 PREPARATORY CLEANING **TASK 500 CLOSED CIRCUIT TV INSPECTION (CCTV)** **TASK 501 ZOOM CAMERA CCTV**

Preparatory cleaning shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection. The City of Killeen will have the option to perform this phase of the work in close coordination with the CCTV operator. Debris will be removed from the line and transported for disposal. CCTV investigation is critical in establishing best practical repair methods. Knowing the conditions, locations of services, degree of pipe deterioration, etc. is paramount in developing the least cost alternatives for subsequent repairs. Where right of way will not permit placement of cleaning and/or CCTV equipment, the Engineer may utilize a portable zoom camera (Task 501) to inspect mainline sewers recommended for CCTV. The portable self-contained zoom camera will record digital video to obtain as much information as possible on the condition of the pipeline being inspected. Recorded data will be reviewed and recommendations on the rehabilitation method(s) will be determined where possible. The following information will be provided:

1. Field forms, equipment, supplies and oversight QA/QC
2. Document findings. Data to include:
 - a. Date inspected
 - b. Line segment being inspected
 - c. Project name
 - d. Location (Address)
 - e. Footage location from manhole

- f. Defect code and/or type and severity rating using the national Pipeline Assessment Certification Program (PACP) codes
 - g. Pipeline surface cover
3. Review video and logs
4. Provide reports on disk (CD, DVD or hard drive) of segments televised
5. Summary of line segments cleaned and CCTV'd
6. Results of TV inspection provided on printed logs
7. Prepare prioritized mainline rehabilitation plan

To Be Provided by City:

- Hydraulic jet cleaning (at City of Killeen option) of line segments designated by Pipeline Analysis in preparation of internal closed circuit television inspection
- Access to site of work for placement of equipment and personnel
- Disposal of any debris removed from the sewer system
- Water for cleaning and dye testing at the nearest hydrant at no charge to ENGINEER
- Water meter (if required) for recording volume of water used at no charge to ENGINEER
- City will provide at no cost to ENGINEER removal and site restoration of any camera or cleaning equipment that becomes lodged in the sewer, provided it can be determined that ENGINEER has exercised reasonable caution.

Measurement of Payment:

The City may elect to perform preparatory cleaning ahead of the CCTV inspection. Should the City elect not to perform the preparatory cleaning, then Pipeline Analysis will invoice for the actual linear feet of sewer cleaned per the unit price specified in Exhibit C. In the case of CCTV, should the camera not be able to pass the entire length of the segment (due to protruding taps, roots, dropped joints, etc.), then an attempt will be made from the opposite direction (if possible). Where a reverse setup was attempted, then the entire segment length will be billed at the unit price specified. If a reverse setup cannot be performed, then the actual segment footage CCTV'd will be billed. Where access will not allow placement of cleaning or CCTV equipment, Engineer may utilize a zoom portable camera to inspect the sewer. Payment for use of the zoom camera will be on a per set up basis. Summary listings of the database with field logs will serve as the basis for the periodic partial payment requests.

TASK 600 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning

2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies
5. Monthly meetings and progress reports

Major system deficiencies that are identified during the field inspections that, if corrected, would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to City's designated project manager. Likewise, should City undertake a major repair within the study area, they will immediately notify ENGINEER to determine the impact on data analysis.

Deliverables:

1. Monthly invoice
2. Status reports
3. Project schedule and updates
4. Project meetings and presentations

To Be Provided by City:

- All reports or materials deemed necessary by ENGINEER and identified during the course of the project that is not specifically stated above will be provided at no additional cost to the ENGINEER

Measurement of Payment:

Payment for this work task shall be a lump sum and billed based on the percentage completion of the work task.

TASK 700 DEFECT ANALYSIS/ REHABILITATION

This project will generate a considerable amount of data that will require proper entry and quality control. Pipeline Analysis has developed a system to enter smoke test data using a pen-based computer system that has the computing power to perform quality control checks in the field while data is being entered. Data collection will include the following:

1. Defect data will be presented graphically (data visualization) within the City GIS system.
2. Using industry standard descriptions of source defects, Pipeline Analysis staff will prioritize defects and recommend rehabilitation
3. Evaluate the various rehabilitation options (including trenchless methods) based on the soils, line cover, pipe depth, easement restrictions, pipe material and defects identified.
4. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded. Private sector defects will be prioritized and repair methods/costs established.
5. Rehabilitation recommendations will consider the best repair for the particular asset being rehabilitated.
6. Estimated cost to make both public and private sector repairs.

To Be Provided by City:

- Compliance records for past 12 months and SSO database for past 12 months if requested.
- Review and comments on rehabilitation methods, cost estimates, and alternatives
- Pipeline Analysis will provide electronic files of the City corrected GIS maps in ArcGIS. The City will have the final authority to accept the changes and update their master GIS map files.

Measurement of Payment:

Payment for this work task shall be a lump sum and billed based on the percentage completion of the work task.

TASK 800 FINAL REHABILITATION PLAN REPORT

Prepare and submit five (5) Final Rehabilitation Plan Reports that includes the following:

- Executive Summary
- Description of all tasks
- Pipeline defect summary and preliminary rehabilitations
- Data visualization rehabilitation maps
- Service lateral defect summary
- Smoke defect photos (jpg format)
- Smoke defect sketches (pdf format)
- Recommendations and Cost Estimates for Private and Public sector repairs
- Provide Geodatabase ArcMap version 10.0 with the following feature classes: Main (to include PA pipe ID & City of Killeen unique ID), manhole, and cleanout feature classes. These feature classes will contain updated attribution, smoke test data plus the following columns:
 1. USMH
 2. DSMH
 3. PAPipeID
 4. Location
 5. Type of Defect
 6. Inflow Potential
 7. Surface Cover
 8. Address
 9. Defect GPS Latitude (where possible)
 10. Defect GPS Longitude (where possible)
 11. Defect Photo file name

To Be Provided by City:

- None

Measurement of Payment:

Payment for this work task shall be a lump sum and billed based on the percentage completion of the work task.

PROJECT SCHEDULE

Task	Task Description	Month								
		1	2	3	4	5	6	7	8	9
100	Mobilization									
200	Smoke Testing									
300	Dye Water Flooding									
400	Preparatory Cleaning									
500	Closed Circuit TV Insp.									
501	Zoom Camera Inspection									
600	Admin. Project Mgmt.									
700	Defect Analysis/ Rehab. Est.									
800	Final Report.									

PART 2 -- ADDITIONAL SERVICES –None Anticipated

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____

ENGINEER _____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

Task 100 Mobilization

- Access for placement of equipment and personnel
- Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
- As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

Task 200 Smoke Testing

- Current collection system map in electronic format
- Access (if requested) to manholes that are buried or could not be opened.
- Assistance in locating assets (if requested)
- Coordination with Fire Department
- GIS Coordination
- Review of smoke notice and introduction letter

Task 300 Dye Test

- Water for dye testing

Tasks 400, 500 and 501

- Hydraulic jet cleaning (at City of Killeen option) of line segments designated by Pipeline Analysis in preparation of internal closed circuit television inspection
- Access to site of work for placement of equipment and personnel
- Disposal of any debris removed from the sewer system
- Water for cleaning and dye testing at the nearest hydrant at no charge to ENGINEER
- Water meter (if required) for recording volume of water used at no charge to ENGINEER
- City will provide at no cost to ENGINEER removal and site restoration of any camera or cleaning equipment that becomes lodged in the sewer, provided it can be determined that ENGINEER has exercised reasonable caution.

Task 600 Administration/Project Management

- Provide contact person for coordination of database deliverable
- Review format for data delivery

Task 700 Defect Analysis and Rehabilitation

- Compliance records for past 12 months and SSO database for past 12 months if requested.
- Review and comments on rehabilitation methods, cost estimates, and alternatives
- Pipeline Analysis will provide electronic files of the City corrected GIS maps in ArcGIS. The City will have the final authority to accept the changes and update their master GIS map files.

Task 800 Final Rehabilitation Plan

- None

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:
ARTICLE 4 -- PAYMENTS TO THE ENGINEER

PART 1 – BASIC SERVICES

C4.01 For Basic Services Having A Determined Scope

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, as follows:

1. Progress payments in the amount not to exceed of \$409,313 based on the following estimated quantities:

Task	Task Description	Contract Quantity	Unit Price	Contract Amount
100	Mobilization	Lump Sum	Lump Sum	\$3,880.00
200	Smoke Testing	637,200	\$0.43	\$273,996.00
300	Dye Water Flooding	5	\$215.00	\$1,075.00
400	Preparatory Cleaning 10% **	63,720	\$1.95	\$0.00
500	Closed Circuit TV Insp. 10%	63,720	\$1.35	\$86,022.00
501	Zoom Camera Inspection	0	\$150.00	\$0.00
600	Admin./ Project Mgmt.	Lump Sum	Lump Sum	\$4,090.00
700	Defect Analysis/ Rehab. Est.	Lump Sum	Lump Sum	\$10,150.00
800	Final Report.	Lump Sum	Lump Sum	\$30,100.00
TOTAL NOT TO EXCEED				\$409,313.00

**** City to Perform line cleaning**

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

PART 2 -- ADDITIONAL SERVICES --None Anticipated

PART 3 – REIMBURSIBLE EXPENSES – None Anticipated

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____

ENGINEER _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative – Not anticipated in this project.*

This is **EXHIBIT E and EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____
ENGINEER _____

Exhibit E - NOTICE OF ACCEPTABILITY OF CONSTRUCTION WORK – NOT APPLICABLE

Exhibit F - CONSTRUCTION COST LIMIT – NOT APPLICABLE

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____
ENGINEER _____

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

- | | |
|---|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ 1,000,000 |
| 2) Disease, Policy Limit: | \$ 1,000,000 |
| 3) Disease, Each Employee: | \$ 1,000,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ 1,000,000 |
| 2) General Aggregate: | \$ 2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ 1,000,000 |
| 2) General Aggregate: | \$ 1,000,000 |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ _____ |
| 2) Property Damage: | |
| a) Each Accident | \$ _____ |
| [or] | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ 1,000,000 |
| f. Other (specify): | |
| 1) Professional Liability | |
| a) Limit Each Claim | \$ 1,000,000 |
| b) Aggregate | \$ 2,000,000 |

On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2018

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

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

PRODUCER Davis-Dyer-Max Insurance a Member of the Insurors Group P.O. Box 495429 Garland TX 75049	CONTACT NAME: Sarah Walls PHONE (A/C, No, Ext): (972) 864-0400 FAX (A/C, No): (972) 278-8400 E-MAIL: sarah@davis-dyer-max.com ADDRESS:														
INSURED Pipeline Analysis, LLC 1115 Main Street Garland TX 75040-6130	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Employers Mutual Casualty</td><td>21415</td></tr><tr><td>INSURER B: Phoenix - Travelers</td><td>25623</td></tr><tr><td>INSURER C: Hiscox Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Mutual Casualty	21415	INSURER B: Phoenix - Travelers	25623	INSURER C: Hiscox Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Phoenix - Travelers	25623														
INSURER C: Hiscox Insurance Company															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2017-2018

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			2N91686	5/21/2017	5/21/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Designated Unmanned Aircraft</td><td>\$ 25,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Designated Unmanned Aircraft	\$ 25,000
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Designated Unmanned Aircraft	\$ 25,000																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2R91686	5/21/2017	5/21/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Underinsured motorist BI</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Underinsured motorist BI	\$ 1,000,000				
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EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A			UB1D761118	5/21/2017	5/21/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Professional Liability - Claims Made			ANE1493281.16	9/28/2016	9/28/2017	<table border="1"><tr><td>Limit to Liability</td><td>\$ 2,000,000</td></tr><tr><td>Retention</td><td>\$ 5,000</td></tr></table>	Limit to Liability	\$ 2,000,000	Retention	\$ 5,000										
Limit to Liability	\$ 2,000,000																				
Retention	\$ 5,000																				

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

RE: Any and All Projects

The General Liability Policy include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder.

CERTIFICATE HOLDER

City of Killeen
Attn: Ronald L. Olson, City Manager
P.O. Box 1329
Killeen, TX 76540-1329

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Hughston/SW

Larry T. Hughston

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ACORD 25 (2014/01)
INS025 (201401)

The ACORD name and logo are registered marks of ACORD

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, 2018.

Initial:

OWNER _____

ENGINEER _____

Special Provisions

No Further Agreements

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.

Pipeline Analysis LLC
Garland, TX United States

Certificate Number:
2018-359995

Date Filed:
05/29/2018

Date Acknowledged:

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

City of Killeen

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

Phase 5
Sewer System Evaluation Survey

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Forbes, James	Garland, TX United States	X	
	Rogers, Carl	Garland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

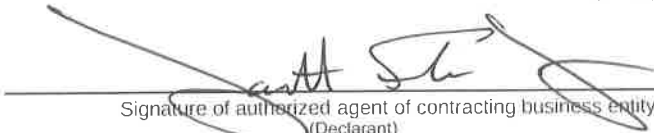
6 UNSWORN DECLARATION

My name is James H. Forbes, Jr., and my date of birth is 04-02-1951

My address is 1205 Kent Brown St. Garland TX 75044 USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 29 day of May, 2018
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



PHASE 5 SEWER LINE SANITARY SEWER EVALUATION SURVEY

RS-18-048

June 19, 2018

Background

2

- ❑ On November 14, 2011, the City was officially accepted into the TCEQ Sanitary Sewer Overflow (SSO) Initiative Program.
- ❑ This 10-year program requires the evaluation and rehabilitation of defects in the City's sewer system.
- ❑ The evaluation and rehabilitation of defects is complete in all manholes and in phases 1-3 of the sewer line; phase 4 evaluation is complete and rehab is underway.
- ❑ Pipeline Analysis has submitted a proposal for \$409,313 to evaluate the final 637,169 feet of sewer line.
- ❑ Funding for this project is available in the 2013 Water and Sewer Bond.



3

Smoke Testing

Smoke testing indicates where potential openings may occur in the sanitary sewer system.

Alternatives

4

- ❑ Delay or don't complete the final phase of Sewer Line SSES; this would mean the City would not fulfill their 10 year agreement with the TCEQ.
- ❑ Negotiate an agreement with a different evaluation company; due to Pipeline Analysis' extensive experience and outstanding job on the past SSES phases, City staff feels this alternative will not serve the City's best interest.
- ❑ Award a professional services agreement to Pipeline Analysis for the evaluation of the final 637,169 feet of sewer line.

Recommendation

5

- ❑ Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement with Pipeline Analysis for the Phase 5 Sewer Line Sanitary Sewer Evaluation Survey in the amount of \$409,313.
- ❑ Staff recommends that the City Manager is expressly authorized to execute any and all changes to this contract within amounts set by state and local law.



City of Killeen

Legislation Details

File #:	RS-18-049	Version:	1	Name:	Adopt Governing Standards and Expectations
Type:	Resolution	Status:		Status:	Resolutions
File created:	6/13/2018	In control:		In control:	City Council Workshop
On agenda:	6/19/2018	Final action:		Final action:	
Title:	Consider a memorandum/resolution adopting City of Killeen Governing Standards and Expectations.				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:	Staff Report Governing Standards and Expectations Presentation				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: June 19, 2018

TO: Ronald L. Olson, City Manager

FROM: Kathy Davis, City Attorney

SUBJECT: Adopt Governing Standards and Expectations

BACKGROUND AND FINDINGS:

The City of Killeen Governing Standards and Expectations is a single-source reference containing the City Council's rules, protocols, procedures, policies and expectations for itself, committee members, staff and the public. It incorporates much of the City Council's current Rules of Protocol, and consists of seven divisions:

1. Meetings
2. City Council Policies and Operating Procedures
3. City Council Committees and Citizen Boards, Commissions and Committees
4. Council Directives and Executive Limitations
5. Communications
6. Ethics
7. Enforcement and Administration

An Ad Hoc Committee consisting of Mr. Rivera, Mr. Harris, and Mr. Johnson reviewed the draft document on December 19, 2017 and January 22, 2018. The full council reviewed the draft, along with committee comments, on May 22, June 5 and June 12, 2018. The attached draft includes all of Council's desired changes.

THE ALTERNATIVES CONSIDERED:

The Council's alternatives are: (1) to adopt the City of Killeen Governing Standards and Expectations; or (2) not to adopt the City of Killeen Governing Standards and Expectations and keep the current Protocol; or (3) not to adopt the City of Killeen Governing Standards and Expectations and direct staff to deliver a different protocol and procedure document.

Which alternative is recommended? Why?

It is recommended that the City Council adopt the City of Killeen Governing Standards and Expectations.

CONFORMITY TO CITY POLICY:

The City of Killeen Charter allows for the City Council to enact rules or procedure for all meetings of the City Council.

FINANCIAL IMPACT:

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

There is no expenditure required by the adoption of the Governing Standards and Expectations.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that the City Council adopt the City of Killeen Governing Standards and Expectations.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Governing Standards and Expectations



City of Killeen

GOVERNING STANDARDS AND EXPECTATIONS

ADOPTED VIA RESOLUTION XX-XXX

DATE

PREFACE

The following is a single source reference document enumerating the Killeen City Council's Protocols, Rules of Order and Procedure, and Policies. The protocols and guidelines included in this reference document have been formally adopted by **Council Resolution No. _____**.

The Killeen City Council believes that effective municipal governance requires that individual Councilmembers adhere to a general set of principles when dealing with each other and the public. Furthermore, the City Council desires to conduct its meetings in a manner that is respectful, effective and efficient, while fostering an environment that is fair, open and responsive to the needs of the community.

MEMBERS OF THE KILLEEN CITY COUNCIL WILL:

- ❖ ~~Trust and~~ Respect the opinions of fellow Councilmembers, be well-informed on issues and participate in the deliberations of the Council.
- ❖ Accept responsibility to attend all Council meetings and work sessions.
- ❖ Provide appropriate notification to the Mayor or City Manager of an absence as soon as possible prior to the meeting time.
- ❖ Not disclose information which is confidential and, when asked by the public for information that is still confidential, will state that the information is confidential.
- ❖ Make every attempt to resolve any conflict with a fellow Councilmember prior to bringing the conflict to the attention of the Council.
- ❖ Expect to be informed of all issues and data in a timely manner.

COUNCIL MEETING EXPECTATIONS:

Each Councilmember will:

- ❖ Endeavor to make the citizens comfortable and part of the process at the meetings.
- ❖ Make visitors comfortable by being courteous and respecting their opinions.
- ❖ Do their best to communicate in clear, concise and audible language and written communications.
- ❖ Strive to maintain a tone of voice that is courteous and sincere.
- ❖ Honor and act on all requests for action and/or information in a timely and courteous manner.
- ❖ Discuss issues, but not personalities, with non-Councilmembers. After an issue has been voted on, a councilmember will speak in a manner that does not undermine the integrity or motives of the Council.

COUNCIL FINAL AUTHORITY ON GUIDELINES: All questions regarding these guidelines shall be resolved by a majority vote of the City Council, present and voting.

TABLE OF CONTENTS

GOVERNING STANDARDS AND EXPECTATIONS	1
Division 1. Meetings	1
Sec. 1-10. Authority	1
Sec. 1-20. City Council Agenda	1
Sec. 1-30. Types of Meetings	1
Sec. 1-40. Quorum	2
Sec. 1-50. Order of Business	2
Sec. 1-60. Consideration of Ordinances, Resolutions and Motions	4
Sec. 1-70. General Procedures	4
Sec. 1-80. Decorum	6
Sec. 1-90. Staff Relations	10
Sec. 1-100. Statements by Public Officials Regarding Litigation	11
Sec. 1-110. Disbursement of City Council Requested Information	11
Division 2. City Council Policies and Operating Procedures	12
Sec. 2-10. State and Federal Legislation and Rule-Making Proceedings	12
Sec. 2-20. City Council Travel and Business Expenses	12
Sec. 2-30. Council Requests for Information or Services from Staff	13
Sec. 2-40. Process for Filling Unexpired City Council Term	13
Sec. 2-50. Election Day Political Sign Moratorium	13
Sec. 2-60. Use of City Facilities, Staff or Resources by the Mayor or City Councilmembers for Mayor or City Councilmember-Sponsored Meetings	14
Sec. 2-70. City Sponsorship of Non-Profit Events	14
Sec. 2-80. Assistance to Community Organizations for Special Events	15
Division 3. City Council Committees and Citizen Boards, Commissions and Committees	17
Sec. 3-10. City Council Committees	17
Sec. 3-20. Citizen Boards, Commissions and Committees	18
Sec. 3-30. Communications on Behalf of the City by Citizen Members of Boards, Commissions and Committees	20
Division 4. Council Directives and Executive Limitations	21
A. Council Directives to Management	21
Sec. 4-10. Public Use of City Hall and Other City Facilities	21
Sec. 4-20. Policy for Support of Community Events	21
Sec. 4-30. Compensation of City Employees	21
Sec. 4-40. Restrictions on the Representation of Third-Parties by Former City Employees ("Revolving Door Policy")	21
Sec. 4-50. Motions of Direction to City Manager	21
Sec. 4-60. Directive to Use Official City of Killeen E-mail Addresses	21
Sec. 4-70. Delegation of Authority to Determine Purchasing Method	22
Sec. 4-80. Directive to Adopt Finance Policies and Review Annually	22
Sec. 4-90. Issuance of Correction Deeds and Deeds Without Warranty	22
Sec. 4-100. Directive to Adopt Media Policy	22
Sec. 4-110. Delegation of Signature Authority	22
Sec. 4-120. Directive to Develop Economic Development Policy	22
Sec. 4-130. Directive to Develop Street Maintenance Policy	22
B. Executive Limitations	23
Sec. 4-210. Global Executive Constraint	23
Sec. 4-220. Treatment of Customers of City Services	23
Sec. 4-230. Treatment of Staff	23
Sec. 4-240. Financial Planning/Budgeting	23
Sec. 4-250. Financial Condition and Activities	24

TABLE OF CONTENTS

Sec. 4-260. Asset Protection	24
Sec. 4-270. Emergency City Manager Succession.....	25
Sec. 4-280. Compensation and Benefits	25
Sec. 4-290. Communication and Support to the City Council.....	26
Division 5. Communications	27
Sec. 5-10. Purpose	27
Sec. 5-20. General Provisions	27
Sec. 5-30. Media	27
Sec. 5-40. Social Media	28
Sec. 5-50. Email.....	28
Sec. 5-60. Other	28
Division 6. Ethics.....	29
Sec. 6-10. Council and Appointed Board Members	29
Sec. 6-20. Acceptance of Gratuities	29
Sec. 6-30. Use of City Facilities, Personnel, Equipment, etc.	30
Sec. 6-40. Conduct in Commercial Transactions	30
Sec. 6-50. Representing Interests Contrary to Those of the City	30
Sec. 6-60. Conflicting Interests in Legal Proceedings.....	30
Sec. 6-70. Disclosure of Personal Financial Interest and Abstention from Voting	30
Sec. 6-80. Communications with Applicants or Petitioners.....	30
Division 7. Enforcement and Administration	31
Sec. 7-10. Policy Enforcement	31
Sec. 7-20. Annual Review and Re-adoption of These Governing Standards and Expectations	31
Sec. 7-30. City Manager and City Attorney Roles Regarding Protocol.	31
Attachments	
A. Request To Place Item On The Agenda	32
B. Support for Mayor or Councilmember-Sponsored Meeting.....	33
C. Council Committee Interest Form.....	34
D. Ethics Policy Agreement	35
E. Standards of Conduct Agreement.....	36
F. Document Review and Amendment History	37

GOVERNING STANDARDS AND EXPECTATIONS

DIVISION 1. MEETINGS

Sec. 1-10. Authority

Pursuant to the provisions of the Charter of the City of Killeen, Texas, the City Council may enact rules of procedure for all meetings of the City Council of the City of Killeen, Texas, which shall be in effect upon their adoption by the City Council and until such times as they are amended or new rules adopted.

Sec. 1-20. City Council Agenda

- (a) The City Manager is responsible for creating, processing and distributing the agenda and agenda materials for City Council meetings.
- (b) The Mayor or [a councilmember](#) ~~two Councilmembers~~ may direct the City Manager in writing, using the attached form (Attachment "A"), to place an item on the next available work session agenda to introduce the topic to the City Council. If a majority of Council agrees that discussion of the item is warranted, the item will be placed on a future agenda for more detailed discussion and staff work, if necessary. Items must be submitted to the City Manager no later than noon on the Monday proceeding the week of the City Council meeting, and must contain adequate detail of the request to allow for proper posting under the Open Meetings Act. The Mayor or City Manager may also place an item on the agenda if they believe it is of general interest or necessary to carry out business.
- (c) A majority of the City Council, during any scheduled regular or special meeting or work session, may direct the City Manager to place an item on a future agenda.
- (d) Agenda items placed on the agenda by the Mayor or members of the City Council previously considered and whereby action was taken by the City Council may not be placed on a future agenda within six months of such action unless either directed by a majority of the City Council to the City Manager during any scheduled regular or special meeting or work session, or directed by the Mayor and one Councilmember in writing to the City Manager. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item.

Sec. 1-30. Types of Meetings

- (a) *Regular Meetings:* A regular meeting is one during which the City Council takes official action. They are held on the second and fourth Tuesday of each month, unless the meeting is rescheduled or cancelled. [The Mayor has the authority to establish the start time for any regular meeting.](#)
- (b) *Work Session Meetings:* A work session is a meeting to discuss or explore matters of interest to the City, review and discuss agenda items, and/or meet with City boards, commissions or committee members, or City Staff. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise, although Council may provide direction to the City Manager via Motions of Direction. The Mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the Mayor. The Mayor may end citizen

participation in a work session in order to allow the City Council to proceed with discussion. A work session will normally be scheduled on the first and third Tuesday of each month. [The Mayor has the authority to establish the start time for any work session meeting.](#)

- (c) *Special Meetings:* Per City of Killeen Charter sec. 34, special meetings may be called by the Mayor or by a majority of the Council. The call for a special meeting shall be filed with the City Secretary in written form, except that announcement of a special meeting, during any regular meeting at which all members are present, shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day and the hour of the special meeting and shall identify the subject or subjects to be considered.
- (d) *Emergency Meeting:* In case of emergency or urgent public necessity, as defined by State law and confirmed by the City Attorney, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or City Manager, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.
- (e) *Closed Meeting:* The City Council may meet in a closed meeting under conditions allowed by applicable law. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.
- (f) *Recessed Meetings.* Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

Sec. 1-40. Quorum

A quorum at any meeting of the City Council will be established by the presence of four members of Council. The Mayor shall not count as a Councilmember for the establishment of a quorum.

Sec. 1-50. Order of Business

The regular City Council meeting will be generally conducted in the following order, unless otherwise specified. An executive session may be held at any time during a meeting pursuant to applicable State law.

- (a) *Agenda Format:* The Agenda shall provide for the following topics or subjects to be considered by the City Council in the following order:
 - 1. CALL TO ORDER: This section shall note the time and place of the meeting.
 - 2. ROLL CALL: This section shall note the attendance of the Mayor, City Councilmembers, City Manager, City Attorney, City Secretary and Sergeant at Arms.
 - 3. INVOCATION: This section shall note the opening prayer.
 - 4. PLEDGE OF ALLEGIANCE: This section shall note the observance of our national pledge.
 - 5. APPROVAL OF THE AGENDA: This section shall approve of the order and content of the agenda. The Mayor or any Councilmember may ask for the order and/or content of the agenda to be modified under this item upon consent of a majority of the Council.

6. **PRESENTATIONS.** This section shall provide for any items to be submitted to the Council which are: proclamations; items not requiring extensive discussion; items requesting information or items requesting future action by the Council. No item requiring action by the Council shall be placed under this section.
7. **CITIZENS PETITIONS AND INFORMATION:** This section allows presentations by citizens of Killeen who are not currently in, or threatening civil or criminal litigation with, the City of Killeen or any of its officers or officials, or with whom litigation is reasonably anticipated. However, citizens who are currently involved or threatening litigation against the City may still address the council on issues wholly unrelated to the subject matter of the litigation. Individuals should address their petitions and presentations to the City Council and refrain from personally addressing individual members of the Council. Councilmembers cannot discuss items presented under this agenda item or take any action other than consideration of whether to place the item on a future agenda as a discussion item, or refer to staff for research and possible future action. Presentations may cover only one topic, must be related to City business, and shall be limited to 3 minutes, unless the Presiding Officer or any Councilmember allows a one (1) minute extension. A majority vote of the City Council is required for any other time extensions. Presentations must be scheduled and audio-visual materials requiring the use of equipment for presentation must be submitted through the City Manager's office by 2:00 p.m. on the Wednesday preceding the Council meeting at which the citizen wishes to speak.
8. **MINUTES:** This section is for the Council to approve, amend, or disapprove the minutes from previous meetings.
9. **RESOLUTIONS:** This section shall provide for all resolution action items to be considered by the Council not provided for elsewhere on the agenda.
10. **ORDINANCES:** This section shall provide for all ordinance action items to be considered by the Council not provided for elsewhere on the agenda.
11. **PUBLIC HEARINGS:** This section shall provide for Council consideration of any public hearings related to such hearings if action is required. Public hearings shall be conducted in the following manner:
 - a. Reading of the caption of the ordinance (if applicable)
 - b. Staff presents report.
 - c. City Councilmembers may ask Staff questions.
 - d. The applicant then has the opportunity to present comments, testimony, and/or oral arguments. (3 minute limit)
 - e. City Councilmembers may ask questions of the applicant.
 - f. The Chair opens the public hearing.
 - g. Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.
 - h. Members of the public are provided with the opportunity for comments and testimony in accordance with Section 1.50(c) of these Governing Standards and Expectations.
 - i. Mayor closes public hearing.
 - j. The applicant may be given the opportunity to respond to questions from the City

- Council and for closing comment or rebuttal.
- k. The City Council deliberates and takes action as needed.
 - l. The Chair announces the final decision of the City Council as applicable.

12. **ADJOURNMENT:** This section provides for the closure of the meeting.

- (b) *Agenda Deadline:* Any person desiring either to present an item for the City Councils' consideration or sign up to address the City Council during Citizens Petitions and Information shall do so in the City Manager's office not later than 2:00 p.m. on the Wednesday preceding the meeting or work session at which he/she wishes the subject to be considered.
- (c) *Public Participation:* Whenever a member of the public is recognized to address the Council on an ordinance, resolution, or public hearing item, the individual will be given 3 minutes to make comments. The Presiding Officer may allow a 1-minute extension. A majority vote of the City Council is required for any subsequent time extensions.

In order to expedite matters and to avoid repetitious presentations, whenever a group of people wish to address the City Council on the same subject matter, those persons are encouraged to designate a spokesperson to address the City Council. The Mayor may extend the time allocation for a designated spokesperson if the persons for whom he or she speaks agree to yield their time to the spokesperson.

Sec. 1-60. Consideration of Ordinances, Resolutions and Motions

- (a) *Printed Form:* All ordinances and resolutions shall be presented to the Council only in printed form.
- (b) *City Attorney to Approve:* All ordinances and resolutions shall be approved as to form and legality by the City Attorney.
- (c) *Recording of Votes:* The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the City Council.
- (d) *Majority Vote Required:* Unless otherwise required by law, approval of every ordinance, resolution, or motion shall require the affirmative vote of a majority.

Sec. 1-70. General Procedures

- (a) *General Procedure:* General rules of parliamentary procedure as defined in this document and consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, the City Council shall use Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. However, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the City Council. These rules of parliamentary procedure are intended solely as a guideline and tool, and are not intended to limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings.
- (b) *Chair of Meeting:* The Mayor shall preside over all meetings of the City Council as the Chair and enforce these rules and procedures during a meeting. In the absence of the Mayor, the Mayor Pro Tem shall assume the Chair responsibility at the meeting. In the absence of the Pro Tem, the

City Council will choose a Chair for the meeting.

- (c) *Authority of the Chair:* The Chair shall make decisions on questions of procedure, subject to review by the City Council as a whole.
- (d) *City Council Deliberations:* The Chair has the responsibility to control the discussion and the order of speakers. Councilmembers will generally be called upon in the order of the request to speak. Generally, a Councilmember may not be recognized to speak subsequently until each Councilmember has had an opportunity to obtain the floor. A Councilmember holding the floor may address a question to another Councilmember and that Councilmember may, should they so choose, respond to the question while the floor is still held by the Councilmember asking the question.
- (e) *Limits to Deliberations:* After an agenda item is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Councilmembers will limit their comments to the subject matter or motion currently being considered. Councilmembers will govern themselves as to the length of their comments, and the Mayor shall act as the arbiter in determining how long an individual Councilmember may speak on an item, and shall apply the standard consistently and fairly. The intent of this policy is not to limit debate, but rather to assist Councilmembers in their efforts to communicate effectively and concisely.
- (f) *Repetitious Comments Prohibited:* A speaker or Councilmember shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting oral comments. A speaker or Councilmember shall not present an argument on a matter previously considered by the City Council at the same session.
- (g) *Obtaining the Floor:* Any member of the City Council wishing to speak shall first obtain the floor by making a request for the floor to the Chair. The Chair shall recognize any Councilmember who appropriately seeks the floor.
- (h) *Motions:* Motions submitted for a vote shall contain only one question. If two or more points are involved, any member may require a division, if the question reasonably admits of a division. Motions may be made and seconded by any member of the City Council except the Chair. The most common motions are as follows:
 - 1. Amending a motion. Any Councilmember may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment shall be voted on first.
 - 2. Postpone to a Certain Date. This motion is used to delay consideration of an item until a specified date, i.e., the next City Council meeting, etc.
 - 3. Postpone Indefinitely. This motion is used to delay consideration of an item until an unspecified date.
 - 4. Point of Order. Any Councilmember may raise a point of order at any time. A point of order means that the Councilmember is asking for a ruling on whether the rules of procedure are being followed. A point of order shall immediately be acknowledged by the Chair, and all debate must stop. The point of order shall first be made to the Chair for a ruling, stating the alleged violation with specificity. A point of order directed to the Chair or City Council does not require a second and is not subject to amendment. The Chair rules on the point of order.

The member may appeal the Chair's ruling to the Council. The appeal requires a second and the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Council, but each councilmember may speak only once, which The Council may affirm or overrule the Chair's ruling by a majority vote of the Councilmembers present. ~~A point of order directed to the Chair or City Council does not require a second and is not subject to amendment.~~

Comment [KD1]: I reordered this section and added the appeal process from page 8 for consistency, sec. (c)(5). No substance changed.

5. Reconsideration. A councilmember who voted in the majority may move to reconsider an item that City Council has voted on. The motion and any action must be made immediately after the vote on the matter, and before the City Council has begun discussing or considering any other business.

(i) *Procedures for Motions:* The following is the general procedure for making motions:

1. The item is presented by Staff or others, followed by questions and discussion by Councilmembers.
2. A Councilmember who wishes to make a motion shall first obtain the floor.
3. A Councilmember who wishes to second a motion shall do so through a request to the Chair.
4. Before a motion can be discussed, it shall be seconded. If a motion does not receive a second after a reasonable time, a Councilmember may call for a "point of order," which mandates that the motion receives an immediate second, or it dies.
5. Once the motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Chair. The Chair may participate in discussion.

(j) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a City Council meeting may by motion be continued or tabled to any subsequent meeting.

(k) *Communications with Applicants or Petitioners:* Any Councilmember's communication with an applicant or petitioner outside of a public meeting regarding a matter that will come to City Council for a decision must be disclosed in writing and provided to the City Secretary prior to City Council discussion or deliberation of the action. Examples include but are not limited to discussion with a property owner regarding his or her rezoning request, or discussion with a vendor prior to bid award.

(l) *Call for Recess:* The Chair may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any two (2) Councilmembers.

Sec. 1-80. Decorum

- (a) *General:* During City Council meetings, Councilmembers shall preserve order and decorum, shall not interrupt or delay proceedings, and shall obey the rules of the City Council. Council Members shall demonstrate respect and courtesy to one another, to City Staff and to members of the public appearing before the Council. Councilmembers shall seek to phrase and communicate all writings, publications and speeches in a professional and constructive manner.

Members of the City Council will not condone any unethical or illegal activity from any Councilmember or members of the Staff. All members of the Council shall uphold the intent of this policy and govern their actions accordingly.

(b) *Mayoral Responsibilities:*

1. *No vote.* The Mayor shall have a voice in all matters before the Council, but shall only vote in accordance with City Charter provisions.
2. *Chair.* The Mayor shall serve as the Chair of all meetings. The Mayor Pro Tem shall preside in the absence of the Mayor.
3. *Preserve Order and Decorum.* The Chair is responsible for preserving order and decorum and shall keep the meetings orderly by recognizing each Member for discussion, encouraging civil debate among Members, and keeping discussion limited to the agenda item being considered.
4. *Encourage Participation.* The Chair will encourage all Councilmembers to participate in Council discussion and give each Member an opportunity to speak before any Member can speak again on the same subject.
5. *Official Spokesperson.* The Mayor is the official spokesperson for the Council on all matters unless absent, at which time the Mayor Pro Tem or appropriate designee will assume the role. The views presented by the Mayor, or the Mayor Pro Tem in his/her absence, should provide equitable representation of all Councilmembers.

(c) *Council Responsibilities*

1. *Be Prepared.* Each Councilmember is responsible for being prepared to discuss the agenda.
2. *Council Orientation.* Each Councilmember who has been newly elected to a non-contiguous term is required to attend a Councilmember Orientation session presented by the City Manager, complete mandatory Open Meetings and Public Information Act training, and is encouraged to attend at least one Texas Municipal League-sponsored conference each year to stay informed on issues facing municipalities, as funding allows. All other Councilmembers are encouraged to attend the annual orientation session.
3. *Attendance.* Attendance at work sessions and meetings is essential to the effective execution of a Councilmember's duties. It is the responsibility of Councilmembers to be informed about action taken by the City Council in their absence. In the case of an absence from a work session, the Councilmember is responsible for obtaining this information by viewing the recording of the work session prior to the City Council meeting during which the items are to be voted upon. The City Manager is responsible for maintaining an attendance log for the Mayor and each Councilmember, which is a public document.
4. *Decorum.* When addressing an agenda item, the Councilmember shall first be recognized by the Chair, shall confine comments to the question under debate, shall avoid reference to personalities, shall refrain from impugning the integrity or motives of any other Councilmember or Staff Member during debate or vote, and shall refrain from publicly implying or insinuating wrong-doing by another Councilmember or Staff Member without

clear evidence of such behavior.

5. *Appeal.* Any Councilmember may appeal a ruling by the Chair to the Council as a whole. If the appeal is seconded, the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Members, but each Member may speak only once. The affirmative vote of a majority of the Councilmembers present and voting shall be necessary to approve the motion to appeal.
 6. *Enforcement of Policy.* Any Councilmember may ask the Chair to enforce the policy established by the Council. Should the Chair fail to do so, a majority vote of the Councilmembers present shall require the Chair to enforce the policy.
 7. *Wait to be Recognized.* A member of the Council who wishes to be recognized shall request to speak, and shall not proceed with remarks until recognized and named by the Chair of the meeting. Remarks shall be confined to the question before the Council.
 8. *No Private Discussions.* While any other person who has been recognized by the Chair is speaking, other members shall not hold private discourse or in any manner interrupt the speaker. In all discussions, disrespectful language and behavior shall be avoided.
 9. *Duty to Vote.* All Councilmembers must vote either in the affirmative or in the negative. A present member who does not vote will be officially recorded as a negative vote. When a Councilmember recuses oneself due to an actual or perceived conflict of interest and files the required affidavit, that Councilmember is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those voting and present".
 10. *Third Party Representation.* A Councilmember may not represent any third party before any City board or commission.
 11. *Personal Communication Devices.* All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating City-related business. If an individual is using his or her personal communication device during a meeting and a member finds it disruptive, he or she should inform the Mayor.
 12. *Dress Code.* It is the policy of City Council to create a dignified and professional environment for City Council meetings. Therefore, all Councilmembers shall dress in a professional manner while attending a City Council meeting or work session, or while representing the City in an official capacity as a member of the City Council.
- (d) *Citizens' participation:* The following rules shall be in force for all persons in attendance at all meetings of Council:
1. *Rules of Decorum.* Persons attending City Council meetings should observe the same rules of propriety, decorum and good conduct as they would show in a courtroom, a place of worship, or at any other serious or solemn occasion during which matters of importance are being considered. Visitors will refrain from engaging in chatter, private conversations, and from making other distracting noises while the City Council is in session. Phones and other electronic devices should be set to off or silent mode. Visitors should not applaud, boo, clap, or otherwise audibly express approval or disapproval of the speech of another person

in a manner likely to disturb the meeting.

2. *Addressing City Council.* Persons wishing to address the City Council on any matter listed on the agenda may be recognized by the Chair, provided the person has completed a Citizen Speaker Registration form, and presented it to the City Secretary prior to the beginning of the regularly scheduled City Council meeting or immediately following their address to the City Council. Speakers shall approach the lectern and give his/her name and city of residence and address before speaking. Speakers shall address the Mayor and City Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the Chair. Each speaker will be allowed three (3) minutes to speak. The Chair may allow a 1-minute extension. A majority vote of the City Council is required for any subsequent time extensions. No person shall be allowed to address the City Council more than one time per agenda item.
3. *Address Chair.* Persons may not engage in discussions with the City Council or staff during Council deliberations unless specifically asked a question by a Councilmember. Persons who have been asked a question by a Councilmember must be recognized by the Chair before being allowed to speak. The Chair may end any question and answer session between Councilmembers and a member of the public in order to facilitate the order of business.
4. *Printed Materials.* Persons may present printed material to the City Secretary to distribute to the City Council during a meeting.
5. *No Disruptions.* Persons attending City Council meetings shall remain seated or may stand in the back of the room and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs or placards. No person attending any City Council meeting shall delay the proceedings or refuse to obey the orders of the Chair.
6. *Removal.* Disturbances, transgressions of the rules or disorderly conduct in the City Council Chamber or other City Council meeting room may cause the transgressor to be removed from the meeting. The Chair of the meeting shall exercise control over persons who disrupt the meeting in the following order of action:
 - a. Call the person to order, advising that person of the infraction;
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting;
 - c. Order the person to leave the meeting. A police officer may remove an individual or individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05.
7. *Room Limitations.* Persons are encouraged to attend Council meetings; however, the number admitted shall be limited to the fire safety capacity of the Council Chamber as determined by the Fire Chief or designee. If the capacity is surpassed, the City Council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants, or may make a live broadcast of the proceedings available in a nearby room.

Sec. 1-90. Staff Relations

- (a) ***Presentations.*** Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council. Written presentations shall, to the extent possible, be provided to the City Council before the meeting.
- (b) ***Ask Questions in Advance.*** To ensure proper presentation of agenda items by Staff, questions arising from Councilmembers after receiving their information packet should be, whenever possible, presented to the City Manager for Staff consideration prior to the City Council meeting. This allows Staff the time to address Councilmembers' concerns and provide all Councilmembers with additional information as necessary.
- (c) ***Presentation Requirements.*** The City Manager shall designate the appropriate Staff Member to address each agenda item and shall see that each presentation is prepared and presented to inform and educate the City Council on the issues that require City Council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. As a summary, the Staff Member making the presentation shall make it clear if no City Council action is required, or shall present the Staff recommendation as a part of the presentation, and/or present the specific options for City Council consideration. Other than asking clarification questions, City Councilmembers should allow the Staff Member to complete his or her presentation before discussing or debating the topic.
- (d) ***Motions of Direction to City Manager.*** During a work session or regular meeting, discussion may lead to a point where the council wishes to direct the City Manager in a particular manner. The appropriate way to accomplish this is for a councilmember to make a motion in which the City Manager is directed towards, or away from, a particular course of action. There must be a second and a vote on the Motion. If approved by a majority of the Councilmembers in attendance, the Motion of Direction becomes the official direction of the Council and will be transcribed and maintained for the record.
- (e) ***Use of Staff Time.*** The City Manager is directly responsible for providing information to the City Council concerning any inquiry by a specific Councilmember that is significant in nature and would be beneficial to all Councilmembers. If the City Manager or the Staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor.
- (f) ***Ethical Behavior Required.*** The City Manager will exhibit the highest professional and ethical behavior. The City Manager is responsible for the professional and ethical behavior and discipline of his/her Staff. The City Manager is also responsible for ensuring that the Staff receives the training and information necessary to address the issues facing municipal government.
- (g) ***Respect and Courtesy.*** All Staff Members shall show one another, each Councilmember, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public understanding and confidence in the process.
- (h) ***Conflicts.*** Any conflicts arising between the City Staff and the City Council will not be allowed to affect the normal course of business, but will be addressed by the Mayor and the City Manager outside of a public meeting.
- (i) ***Council Orientation.*** The City Manager, after an election, will ensure that the Staff has prepared information needed for the orientation of new Councilmembers and will inform the City Council of

any available Texas Municipal League conferences and seminars.

Sec. 1-100. Statements by Public Officials Regarding Litigation

When the City of Killeen is involved in litigation or a legal dispute, Councilmembers shall refrain from commenting on settlements, appeals, or other issues related to the subject until the matter is resolved. The Mayor, City Manager, City Attorney or Communications Officer shall be authorized to provide any public responses or comments as needed on matters involving litigation.

Sec. 1-110. Disbursement of City Council Requested Information

As a general courtesy and to maintain equality in the disbursement of information, documentation or data requested by a Councilmember from Staff shall be provided to all members of the City Council.

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DIVISION 2. CITY COUNCIL POLICIES AND OPERATING PROCEDURES

Sec. 2-10. State and Federal Legislation and Rule-Making Proceedings

- (a) The City Manager shall notify the City Council of pending matters of legislation or rule-making that may affect the interests of the City. The Mayor or any ~~Councilmember~~ two members of the City Council may request that a legislative or rule-making initiative be presented to the City Council for a formal determination by the City Council of endorsement or opposition. The City Manager may, in the exercise of his professional judgment, determine to take action on or intervene in support of or opposition to a legislative or rule-making matter consistent with the City Council's adopted state and federal legislative agendas.
- (b) This policy is not intended to prohibit or restrict a member of the City Council acting as a private citizen, and not on behalf of the City, from participating in legislative or rule-making matters provided the Councilmember does not in any way imply that the position of the Councilmember is the official position of the City unless the City Council has so decided. A member of the City Council may accurately represent himself or herself as an elected official and as a member of the City Council, but may not use City resources, staff, letterhead, official email, or any City-approved logo in doing so.

Sec. 2-20. City Council Travel and Business Expenses

- (a) *Training Encouraged.* Subject to available funding, the City Council is encouraged to attend training relevant to the City Council's duties, such as:
 - 1. Annual meeting of the Texas Municipal League and affiliates
 - 2. Texas Municipal League newly-elected officials orientation (for newly-elected members of the City Council)
 - 3. National League of Cities and affiliates annual meeting - Washington, D.C.
 - 4. National League of Cities annual Congress of Cities (various locations)
 - 5. Other meetings as designated and approved by the Mayor or the City Council
 - 6. Attendance to committee or association functions related to the Texas Municipal League, the National League of Cities, or other organizations as approved by the Mayor or the City Council
 - 7. Attendance by the Mayor at the annual meeting of the U.S. Conference of Mayors

For purposes of this policy, "attendance" includes the payment of applicable membership fees for the Councilmember and the allowable expenses as described below. A member of the City Council may not commit to membership or participation in or attendance at meetings of organizations not listed in subsection (A) without the approval of the Mayor or the City Council except in the Councilmember's individual capacity and at the Councilmember's sole expense.

- (b) *Reimbursement Process.* A Councilmember who seeks to incur or obtain reimbursement for expenses allowed under this policy shall file with the City Manager an approval request or reimbursement request, as the case may be, in accordance with current City policy.

Sec. 2-30. Council Requests for Information or Services from Staff

By Charter, the people of Killeen have chosen a council-manager form of government. This means that the City Council is responsible for setting policy direction for the City Manager, and the City Manager is responsible for implementing the City Council's policies. This separation of duties must be kept in mind when requesting information or services from City Staff. Section 29 of the City Charter specifically provides:

Neither the council nor any of its members shall direct the appointment of any person to, or his removal from office, by the city manager or by any of his subordinates; provided, however, that the appointment of assistant city managers, department heads and the city secretary shall be subject to the approval of the council. Except for the purpose of inquiry the council and its members shall deal with the administrative service solely through the city manager and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately.

Sec. 2-40. Process for Filling Unexpired City Council Term

If a vacancy on the City Council is required by Charter section 26 to be filled by City Council appointment, the following process will be used:

- (a) The vacancy will be advertised in the manner that is determined to reach the largest audience advising Killeen residents of the vacancy and giving interested residents two weeks to complete and return a fully-executed and notarized Application for a Place on the General Election Ballot. This form can be obtained from the City Secretary's office and must be received by the City Secretary's office by the specified date for the applicant to be considered for appointment to the vacant seat.
- (b) All completed applications received by the deadline will be forwarded to the City Council for review. ~~Either the full City Council or a City Council committee~~ will conduct interviews with selected applicants. Interviews will be private unless prohibited by the Texas Open Meetings Act.
- (c) City Council will conduct deliberations in private unless prohibited by the Texas Open Meetings Act. The appointment will occur in an open and properly posted public meeting.

Sec. 2-50. Election Day Political Sign Moratorium

- (a) Traditionally, persons who support (or oppose) a candidate or measure in an election often urge voters arriving at a polling place on election day to vote in the manner endorsed by those supporters through various means of electioneering, including personal contacts and display signs near the polling place. Under the City's general sign regulations, the placement of political signs on City property and streets is prohibited. This policy provides for a one-day moratorium on the placement of political signs at a polling place on the official date of an election.
- (b) The City Manager is directed to hold in abeyance the enforcement of those provisions of the City of Killeen Code of Ordinances for the premises of a polling place and the immediately adjoining, contiguous public street front of the polling place for a period commencing at 7:00 p.m. the day before the official date of an election and ending at 7:00 a.m., the day following the election. The abeyance provided hereby shall apply only to signs containing a political message and only applies if the sign: (a) is no larger than six square feet in area and weighs no more than one pound; (b) is mounted to the ground by means of a stake or stakes, a pedestal, or other

temporary, ground mounted, self-supporting means; and (c) does not encroach on the distance barrier prescribed by Sec. 61.003, Texas Election Code.

- (c) Nothing contained in this policy shall be construed as allowing the placement or attachment of any sign on any tree, pole, building, or other sign or damaging in any manner any City property. This policy is not intended to limit in any manner the authority of the State or election officials regarding electioneering and the placement of signs, and this policy does not require the owner of a polling place or any property not owned by the City to allow the placement of signs on that property. No sign may be placed so as to encroach upon or obstruct any street, driveway, parking space, fire lane, sidewalk, pathway, or visibility triangle. Signs in violation of the City's Sign Ordinance will be removed.
- (d) If the sign contains a political message, this policy applies, and the City Manager does not have discretion to determine whether or not the viewpoint expressed on the sign falls within the moratorium authorized by this policy. No member of the City Council shall demand that a sign be removed or that any provision of the City's sign regulations otherwise be enforced with respect to any political sign covered by this policy.

Sec. 2-60. Use of City Facilities, Staff or Resources by the Mayor or City Councilmembers for Mayor or City Councilmember-Sponsored Meetings.

Recognizing that occasions arise where the Mayor or Councilmembers wish to engage with the citizens of Killeen outside of a formal City Council meeting, and also recognizing that City resources and staff time have limits, this policy sets forth the guidelines under which City facilities and resources may be used to support such meetings.

Once per calendar year, the Mayor and each Councilmember may hold one non-political Mayor- or Councilmember-sponsored meeting that is supported by city resources in the following manner:

- (a) The complimentary use of a meeting space at the Killeen Community Center, Lions Park Senior Center, Police Department Headquarters Community Room, or the community room of a Fire Station if the desired space is available and not otherwise scheduled. The meeting space should be reserved in advance, but no more than two months in advance.
- (b) Technical support, to the extent it is available at the chosen space, and not otherwise in use.
- (c) Staff presentations, scheduled in advance through the City Manager.
- (d) The meeting will not occur within the six months preceding an election in which the Mayor or a Councilmember is a candidate so that there can be no allegation that tax-payer dollars are being illegally spent in support of the Mayor or a Councilmember's reelection effort.

In order to take advantage of the services listed above, the requesting Mayor or City Councilmember shall complete and return the Support for Mayor or Councilmember-Sponsored Meeting form to the City Manager. (See Attachment B)

These guidelines are not intended to stop the Mayor or a City Councilmember from having a Mayor or City Council-sponsored meeting that is not supported by city resources.

Sec. 2-70. City Sponsorship of Non-Profit Events, ~~and Finding Public Purpose for Such Sponsorship~~

No city tax dollars will be used to support non-city events by purchasing tables or individual seats at fundraising events.

~~The City Council finds there is a public purpose and benefit to the Killeen community by sponsoring the following non-profit events in the manner indicated, subject to availability of budgeted funds both in the city's budget, and in each councilmember's individual travel and training budget if applicable:~~

- ~~1. AUSA Local Scholarship Fund (sponsor)~~
- ~~2. AUSA Local Dinners (purchase table)~~
- ~~3. AUSA National Meeting (sponsor)~~
- ~~4. Greater Killeen Chamber of Commerce Annual Banquet (purchase tables)~~
- ~~5. Boy Scouts of America (purchase table)~~
- ~~6. Girl Scouts Women of Distinction (purchase table)~~
- ~~7. Harker Heights Chamber Banquet (purchase table)~~
- ~~8. Hispanic American Chamber Banquet (purchase table)~~
- ~~9. Killeen Crimestoppers (sponsor)~~
- ~~10. Killeen Noon Lions Golf (sponsor)~~
- ~~11. KISD Starmakers Banquet (purchase table)~~
- ~~12. Korean War Veterans Association Banquet (purchase table)~~
- ~~13. NAACP Annual Banquet (purchase table)~~
- ~~14. Vive Les Arts Societe (purchase table)~~
- ~~15. YMCA Festival of Trees (purchase table)~~
- ~~16. Wreaths for Vets (sponsor)~~
- ~~17. LULAC Banquet (purchase table)~~
- ~~18. Mickey's Charity Golf Tournament (team sponsorships)~~
- ~~19.1. Metroplex Golf Tournament (team sponsorship)~~

Sec. 2-80. Assistance to Community Organizations for Special Events

Provided that adequate funding exists, the City will support the following community events on an annual basis, by providing in-kind (non-monetary) services:

1. Christmas Parade
2. Veterans Day Parade
3. Wreaths for Vets
4. Celebrate Killeen Festival
5. Memorial Day Ceremony
6. Holiday Under the Stars
7. Killeen Rodeo
8. Food for Families
9. HEB Feast of Sharing
10. Breast Cancer 5K

~~Sec. 2-90. Policy on Waiving Liens for Demolition of Dangerous Buildings or Health and Safety Abatements~~

- ~~(a) Purpose. This policy establishes the guidelines for waiving and releasing liens placed on property by the City, and specifically covers those liens placed for demolition of a dangerous building or abatement of health and safety violations.~~
- ~~(b) Demolition and Health and Safety Abatement. Pursuant to Chapter 8 of the City of Killeen Code of Ordinances, dangerous buildings or structures are a public nuisance and shall be abated. The City shall comply with all requirements in state law and Chapter 8, as may be amended in the future, in demolishing dangerous buildings.~~

Nuisances found in Chapter 18 of the City of Killeen Code of Ordinances include high weeds and grass; dangerous weeds over 48 inches; accumulation of litter, trash or rubbish; littering by depositing or dumping; stagnant water; allowing unsanitary conditions; care of premises; and accumulation of fill dirt. These are considered public nuisances pursuant to Chapter 18. The city shall comply with all requirements in state law and Chapter 18, as may be amended, in abatement of public nuisances.

(c) ~~Funding.~~ Demolition of dangerous buildings shall be completed using any funds available to the responsible department, including the City's General Fund and Community Development Block Grant ("CDBG") funds as allowed. Abatement of health and safety nuisances shall be completed using any available funds, but CDBG funds shall not be used.

(d) ~~Placement of Lien.~~ If the owner(s) of a property fails to reimburse the City for the costs of demolishing a dangerous building or abatement of a health and safety violation, after the City has given required notice and time to pay, the City shall place a lien on real property on which the violation occurred. Demolition liens may not be placed on real property that has a homestead exemption. The lien shall accrue interest at the rate provided by law until the lien is fully paid or otherwise released.

(e) ~~Procedure for Waiving Liens.~~ Liens may be waived when Bell County Tax Appraisal District has placed a property into trust for failing to sell in previous sheriff's sales and the City did not previously waive liens. When a property is in trust, the City is responsible for maintenance of the property and may not place additional liens for any abatement to remedy the violation. By the time a property is placed in trust, the City has also made multiple unsuccessful attempts to collect on the liens placed during demolition.

If the City elects to intervene as a party to a foreclosure for delinquent taxes by the Bell County Tax Appraisal District, liens are not waived but instead are extinguished in the foreclosure process.

The City shall not waive liens at the request of a property owner unless, after investigation by City staff, it is determined that the lien was placed in error.

The City Council shall retain authority to waive liens not outlined in this policy and upon a finding of a public purpose.

When liens are waived, City staff will prepare a release of lien to be filed in the Bell County records.

(f) ~~Public Purpose.~~ The public purpose served by waiving outstanding liens is to make the properties more marketable by Bell County Tax Appraisal District at sheriff's sales, since often the liens exceed the value of the property and discourage buyers. It also reduces the amount of time and money the City spends maintaining the real property placed in trust.

(g) ~~Waiver of Interest on Liens.~~ The City makes various attempts to collect outstanding liens, which include administrative fees and interest that accrues by law from the time of filing with Bell County. Property owners often claim no knowledge of the lien or that a property management company should be responsible. As previously stated in section 2-90(e), the City shall not waive liens at the request of a property owner. The City may waive interest and/or administrative fees

~~on a lien where there is a benefit to the City. Such requests shall be reviewed by the City Manager or his/her designee for approval.~~

DIVISION 3. CITY COUNCIL COMMITTEES AND CITIZEN BOARDS, COMMISSIONS AND COMMITTEES

Sec. 3-10. City Council Committees

- (a) *Purpose.* Due to the complexity and diversity of City government issues, a closer view of some issues is required by the City Council. To provide a mechanism for continuous evaluation and discussion of these various issues beyond the limited time available at regularly scheduled work sessions, the City Council adopts this policy regarding the establishment and use of City Council committees.
- (b) *Assignment to Committees.* Agenda items may be assigned to a committee by the Mayor with the consent of the City Council, or by the City Council.
- (c) *Standing committees.* Standing committees may be created as necessary to study and evaluate on going or long-term issues within the City. They will be created by Resolution, which must state the specific role the committee is to serve and name the members. Standing committees shall be subject to annual review by the City Council.
- (d) *Ad Hoc Committees.* Ad hoc committees may be created by the Mayor as necessary to study and evaluate a specific issue or problem within the City and are intended to be temporary. The Mayor shall make appointments to ad hoc committees with the consent of the City Council. When created, an ad hoc committee will also be given a sunset deadline. The committee will cease upon the earlier of the sunset date or the date the committee's specific task is complete. If the task is not complete by the sunset date, the Mayor shall establish a new sunset date.
- (e) *Committee Responsibilities.* Each committee, after receiving an assignment from the City Council, will consider policy decisions and actions, study issues, evaluate options, and develop recommendations. Each committee shall prepare reports and make recommendations to the City Council at a work session regarding every matter assigned to or considered by the committee, no less often than every six months. The committees shall only serve in an advisory capacity, and only for the City Council. No committee shall have any authority to make final decisions regarding the merits or resolution of any matter assigned to or considered by it.
- (f) *Appointments and Vacancies.* After the annual City Council election, a City Council Committee Interest Form (see Attachment "C") shall be completed by each member of the City Council. Following that receipt, appointments to committees will be made by the Mayor, with the consent of the City Council, as soon as practicable after the annual City Council election. The Mayor shall make new appointments as needed to fill vacancies to assure continuity on the committees.
- (g) *Chair.* The Chair of each City Council standing or ad hoc committee shall be appointed by the Mayor.
- (h) *Staff Liaison.* The City Manager shall assign each City Council standing or ad hoc committee a Staff Liaison who shall assist the Chair in preparing the meeting agendas and coordinating the logistics of the committee meetings.

- (i) *Minutes of Meetings.* Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the Chair and maintained by the Staff Liaison for the committee. A copy of the minutes shall be distributed to the City Council.
- (j) *Agenda Postings.* Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act ("TOMA"). However, since committee membership is made up of less than a quorum and therefore is not a meeting subject to the TOMA, a good-faith mistake in the publication of the agenda will not require the cancellation of the meeting.
- (k) *Councilmember as Liaison.* When a Councilmember is appointed to serve as a member of liaison ~~to~~ a board, committee or commission for an outside agency such as KEDC, KTMPO, etc., the Councilmember is responsible for keeping all Councilmembers informed of significant activities of that board, committee, or commission. The appointed Councilmember should report the actions of the board, committee, or commission during a work session of the City Council at a minimum of every six months for an ad hoc committee, and at a minimum of annually for a standing committee, and quarterly for an outside agency.
- (l) *Recommendation Regarding the Continuation of Committees.* The Mayor shall annually review the activity of the existing standing committees to identify inactive committees and shall provide a report to the City Council recommending which committees should be continued and which dissolved.

Sec. 3-20. Citizen Boards, Commissionss and Committees

- (a) *Purpose.* This Policy establishes the procedure for the appointment and reappointment of citizens to Boards, Commissions, and Committees for the City of Killeen, as well as the duties of Board, Commission, and Committee members.
- (b) *Time of Appointment.* All appointments and reappointments shall be made by the City Council prior to October 1st of each year for all positions to be filled that fiscal year. (Code of Ordinances, sec. 2-116)
- (c) *Review of Applications.* Staff will compile and present all applications for appointment to citizen boards, commissions, and committees to the City Council at the specified work session meeting, and two weeks before the work session via electronic delivery.
- (d) *Appointment Subcommittees.* Some citizen boards, commissions, and committees have appointment subcommittees consisting of two Councilmembers. It is the responsibility of the subcommittee members to review and discuss applications for the board, commission, or committee for which they are a subcommittee member, and to reach a consensus regarding which applicant(s) are most qualified to fill a position and shall be recommended to the full City Council. This decision should be made prior to the work session at which appointments are scheduled to be discussed.

The following boards, commissions and committees have appointment subcommittees: BOA-Construction, BOA-Fire Prevention, BOA-Airport Hazard, BOA-Zoning, Killeen Volunteers, Inc., Senior Citizens Advisory, and Bell County Health District.

- (e) *Full Council Appointments.* Some citizen boards, commissions, and committees do not have appointment subcommittees. For these committees, appointments are made after the full City Council has reviewed the appropriate applications and has had the opportunity to discuss applications in a work session. Consensus regarding which applicants are the most qualified to fill a position will be reached during a work session. If necessary, appointment decisions will be reached through a nomination process.

The following boards, commissions, and committees do NOT have appointment subcommittees: Animal Advisory Committee, Arts Commission, Community Development Advisory Committee, Heritage Preservation Board, Killeen Economic Development Committee, Killeen Sister Cities, Planning & Zoning Commission, TIRZ #2 Board, and Killeen-Temple Metropolitan Planning Organization (KTMPPO)

- (f) *Term Limits.* To encourage broad citizen participation, no person may be appointed to serve more than six consecutive years, excluding unexpired terms, on a particular board, commission, or committee. This limitation does not apply if a particular position requires specialized knowledge, licenses, or certifications and no other qualified and interested person is available, or for other good cause found by the City Council and specified in the appointment resolution. (Code of Ordinances, sec. 2-117)
- (g) *Criteria for Appointment.* When determining the most qualified applicant, Council should consider the following information:
1. Date of application;
 2. Primary residence— Is residency a requirement for the position? Is applicant a City of Killeen resident or live in the ETJ?
 3. Is applicant currently serving on other boards, commissions, and/or committees?
 4. Does applicant have specialized knowledge, licenses, or certifications that are required or helpful for the position?
 5. If applicant is being considered for reappointment, is such reappointment prohibited by term limits?
 6. If applicant is being considered for reappointment, has applicant maintained a good record of attendance?
- (h) *Chair.* Each committee shall have the power to adopt a process for electing and removing its chair.
- (i) *Staff Liaison.* The City Manager shall assign each Board, Commission, or Committee a Staff Liaison who shall assist the Chair in preparing the meeting agendas and coordinating the meeting logistics.
- (j) *Duty to Attend Meetings and to Vote.* Board, Commission, and Committee members have a duty to attend meetings unless excused in advance by the Chair. All members must vote either in the affirmative or in the negative on each item presented, unless he or she has disclosed a legal or perceived conflict of interest and filed the required affidavit in advance. A present member who does not vote and who has not filed the required affidavit will be officially recorded as a negative vote.
- (k) *Minutes of Meetings.* Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any

votes, and those person present at committee meetings. When completed, the minutes shall be signed by the Chair and maintained by the Staff Liaison for the committee.

- (l) *Agenda Postings.* Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act ("TOMA"). However, since citizen committee meetings do not meet the definition of a meeting under the TOMA, a good-faith mistake in the publication of the agenda will not require the cancellation of the meeting.
- (m) *No Employee Appointments.* To ensure that citizens have an adequate opportunity to participate on citizen boards, commissions, and committees, current City of Killeen employees will not be appointed to citizen boards, commissions, and committees, even if they are residents of the City of Killeen. If an individual who is currently serving on a citizen board, commission, or committee is hired by the City of Killeen, once the current term is complete, he or she is not eligible for reappointment to his or her position on the board, commission, or committee.
- (n) *No City Councilmember Appointments.* Understanding that citizen committees are most effective when the members are able to communicate freely, no City Councilmember will be appointed as a member of a citizen committee.
- (o) *Recommendation Regarding the Continuation of Committees.* The Mayor shall annually review the activity of the existing committees to identify inactive committees and shall provide a report to the Council recommending which committees should be continued and which dissolved.

Sec. 3-30. Communications on Behalf of the City by Citizen Members of Boards, Commissions and Committees

- (a) Boards, commissions, and committees, whether established by reason of State law, the Charter, by ordinance or on an ad hoc basis, are an integral part of the municipal government process. The citizens who serve on City boards, commissions, and committees provide an important service to the citizens of Killeen. Boards and commissions, and the members of those boards, commissions, and committees, do not, however, speak for the City on larger issues of City governance. The City Council is responsible for all aspects of the City's governance and it is the legislative and policy-making body for the City.
- (b) If a board, commission, or committee desires to communicate to others a position on any matter of public concern, the board, commission, or committee shall first seek approval from the City Council before engaging in such communication. The City Council will speak for the City. The City Council will determine the official position of the City on the issue presented by the board, commission or committee, and whether it shall be communicated.

DIVISION 4. COUNCIL DIRECTIVES AND EXECUTIVE LIMITATIONS

A. Council Directives to Management

Sec. 4-10. Public Use of City Hall and Other City Facilities

The City Manager shall develop a program addressing the use of the Council Chambers, the ~~1st Floor~~ meeting rooms in City Hall, and other city-owned meeting space by other governmental entities, non-profit groups for public purposes, and City departments. The program shall be consistent with current security protocols and shall recognize the public use of City Hall for public business as paramount.

Sec. 4-20. Policy for Support of Community Events

The City Manager shall develop a policy providing for the annual support of the community events listed in sec. 2-80. Such support shall be in-kind (non-monetary), and subject to available funding. The policy shall also provide guidelines for supporting other events not listed in sec. 2-80, in a manner that will recoup the City's costs.

Sec. 4-30. Compensation of City Employees

The City Manager is directed to bring forward an annual employee compensation plan that is within the City's financial and budgetary limits, and compensates all City employees at a level that is competitive with the compensation paid to employees within the City's employment market area. The City Manager is directed to have compensation surveys conducted to determine whether employment compensation for City employees is competitive.

Sec. 4-40. Restrictions on the Representation of Third-Parties by Former City Employees ("Revolving Door Policy")

A former employee of the City who was employed as a departmental director, Assistant City Manager, ~~or City Manager~~, City Auditor or Municipal Judge may not make any communication to or appearance before the City Council before the second anniversary of the date the former employee ceased to be employed by the City if the communication or appearance is made: (1) with the intent to influence the City Council; (2) is made or done on behalf of any person other than the former employee in an individual capacity, and; (3) is made or done in connection with any matter on which the former employee seeks official action.

Sec. 4-50. Motions of Direction to City Manager

During a work session or regular meeting, discussion may lead to a point where the City Council wishes to direct the City Manager in a particular manner. The appropriate way to accomplish this is for a City Councilmember to make a motion in which the City Manager is directed towards, or away from, a particular course of action. There must be a second and a vote on the Motion. If approved by a majority of the City Councilmembers in attendance, the Motion of Direction becomes the official direction of the City Council and will be transcribed and maintained for the record.

Sec. 4-60. Directive to Use Official City of Killeen E-mail Addresses

To ensure compliance with the Texas Public Information Act and required retention schedules and to

further transparency in the communication and discussion of City business, the City Manager will ensure that Staff uses only official City of Killeen e-mail addresses for both Staff and Councilmembers, when communicating with City Councilmembers about City business. If circumstances require a Staff member to conduct City business on a non-City email account, the Staff member shall promptly forward the associated electronic communications to a city email account.

Sec. 4-70. Delegation of Authority to Determine Purchasing Method

Chapter 252 of the Texas Local Government Code allows a governing body to determine that an approved method other than competitive sealed bidding provides the best value for the municipality. The Code also allows the governing body to delegate that authority to a designated representative. The City Council hereby delegates its authority to determine which approved purchasing method provides the best value for the municipality to the City Manager.

Sec. 4-80. Directive to Adopt Finance Policies and Review Annually

The City Manager is directed to provide to the City Council a comprehensive set of Financial and Budget Policies for consideration and adoption by the Council. Such policies shall be reviewed and adopted annually.

Sec. 4-90. Issuance of Correction Deeds and Deeds Without Warranty

The City Council hereby delegates to the City Manager the authority to issue a correction deed or a deed without warranty when the property subject to the deed was deeded to the City of Killeen either by mistake or without the City's authorization and the City has no need for the property. Deeding the property back to the original owner shall only occur when the owner agrees to pay all taxes that would have been owed had the property never been deeded to the City. This action will also put the property back on the tax roll. The City Manager will promptly advise the City Council when these instances occur.

Sec. 4-100. Directive to Adopt Media Policy

The City Manager is directed to develop a media policy to establish communication protocols between staff and members of the media.

Sec. 4-110. Delegation of Signature Authority

Unless the Charter, a statute, regulation, order or the City Council itself states to the contrary, the City Council hereby authorizes the City Manager to delegate his signature authority to a subordinate staff member as he deems appropriate.

Sec. 4-120. Directive to Develop Economic Development Policy

The City Manager is directed to develop an Economic Development Policy for the City Council's consideration.

Sec. 4-130. Directive to Develop Street Maintenance Policy

The City Manager is directed to develop a policy addressing Street Maintenance within the City for the City Council's consideration.

B. Executive Limitations

Sec. 4-210. Global Executive Constraint

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

Sec. 4-220. Treatment of Customers of City Services

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not:

1. Elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material.
3. Operate facilities without appropriate accessibility and privacy.
4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

Sec. 4-230. Treatment of Staff

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are illegal, unfair, undignified, disorganized, or unclear.

The City Manager will not:

1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
2. Retaliate against any staff member for non-disruptive expression of dissent.
3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
4. Allow staff to be unprepared to deal with emergency situations.

Sec. 4-240. Financial Planning/Budgeting

The City Manager shall not cause or allow financial planning for any fiscal year or the remaining part of any fiscal year that deviates materially from City Council priorities, or risks financial jeopardy.

The City Manager will not allow budgeting that:

1. Risks incurring those situations or conditions described as unacceptable in the Executive Limitations policy section 4-250, entitled "Financial Condition and Activities."
2. Omits credible projection of revenues and expenses separation of capital and operational items, cash flow analysis, and disclosure of planning assumptions.
3. Provides less than the amount determined annually by the City Council for the City Council's direct use during the year.

Sec. 4-250. Financial Condition and Activities

With respect to the actual, ongoing financial condition and activities, the City Manager may not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from the City Council's established priorities.

The City Manager will not:

1. Expend more funds than have been budgeted in the fiscal year.
2. Incur short-term debt in an amount greater than can be repaid by certain and otherwise unencumbered revenue within 60 days.
3. Use any long-term reserves without City Council direction and approval.
4. Conduct inter-fund borrowing in amounts greater than can be restored within 120 days.
5. Allow payables or receivables not to be settled within a reasonable time frame.
6. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
7. Make a single purchase or commitment of greater than \$50,000 without City Council approval, unless a verifiable and documented emergency exists. Splitting orders to avoid this limit is not acceptable.
8. Acquire, encumber or dispose of real estate unless allowed by law or approved by the City Council.
9. Issue expense checks to himself or herself without the signature of a Council-approved signatory who has been provided with appropriate documentation and receipts.

Sec. 4-260. Asset Protection

The City Manager shall not allow the City's assets to be unprotected, inadequately maintained, or unnecessarily risked.

The City Manager will not:

1. Insure the organization's physical structures and contents for less than one hundred percent of scheduled value against theft, fire and casualty losses or insure against liability losses to Councilmembers, staff, volunteers and the organization itself for less than the average for comparable organizations.
2. Allow personnel unauthorized access to City funds.
3. Knowingly subject facilities and equipment to improper wear and tear or insufficient maintenance without first bringing the issues to the City Council's attention.
4. Unnecessarily expose the organization, its City Council or staff to claims of liability.
5. Receive, process or disburse funds under controls that are insufficient to meet the City Council-appointed auditor's standards.
6. Make any purchase that violates the City's Purchasing Policy or Financial Governance Policies.
7. Allow property, information and files to be unprotected from loss or significant damage.
8. Make any investment that is not in compliance with the City's Investment Policy.

Sec. 4-270. Emergency City Manager Succession

In order to protect the City Council from sudden loss of City Manager services, the City Manager shall not permit there to be less than one other person familiar enough with City Council and City Manager issues and procedures to be able to maintain organization services.

Sec. 4-280. Compensation and Benefits

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the City Manager shall not cause or allow jeopardy to fiscal integrity or public image.

The City Manager will not:

1. Change the City Manager's own compensation and benefits, except as those benefits are consistent with a package for all other employees.
2. Promise or imply permanent or guaranteed employment.
3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.
4. Create obligations over a longer term than revenues can be safely projected.
5. Establish or change pension or retirement benefits so as to cause unpredictable or inequitable situations, including those that:
 - a) Incur unfunded liabilities;
 - b) Provide less than some basic level of benefits to all full-time employees, though

differential benefits to encourage longevity are not prohibited;

- c) Allow any employee to lose benefits already accrued from any foregoing plan; and
- d) Treat the City Manager differently from other key employees.

Sec. 4-290. Communication and Support to the City Council

The City Manager shall not cause or allow the City Council to be uninformed or unsupported in its work.

The City Manager will not:

1. Let the City Council be unaware of any significant incidental information it requires including anticipated adverse media coverage, threatened or pending lawsuits, and material internal and external changes.
2. Allow the City Council to be unaware that, in the City Manager's opinion, the City Council is not in compliance with its own policies, particularly in the case of City Council behavior which is detrimental to the work relationship between the City Council and the City Manager.
3. Allow the City Council to be without decision information required periodically by the City Council or let the council be unaware of relevant trends.
4. Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
5. Allow the City Council to be without a workable mechanism for City Council, officer, or committee communications.
6. Deal with the Council in a way that favors or privileges certain Councilmembers over others, except when (a) fulfilling individual requests for information, which will be provided to all City Councilmembers; or (b) responding to officers or committees duly charged by the Council.
7. Allow the City Council to be unaware of any actual or anticipated noncompliance with any City Council Executive Limitations.
8. Endanger the City's public image, credibility, or its ability to accomplish its established goals.

DIVISION 5. COMMUNICATIONS

Sec. 5-10. Purpose

Since government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is necessary that the media play a role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The City Council and the City Manager recognize that the media provides an important link between the City Council and the public. It is desired to establish a professional working relationship to help maintain a well-informed and educated citizenry.

Furthermore, although traditional media continues to play an important role in distributing information, social media and other City managed web-based technologies make information increasingly available to the public in real time and in its entirety. All avenues of communicating information are important and have a meaningful impact on city government.

Sec. 5-20. General Provisions

- (a) City staff will make all meeting notices, agendas, minutes, and supporting documentation available to the City Council and to the public via the City's official website. If supporting documentation is not available to the City Council in advance of a workshop meeting, at City Council's discretion the Council will be given two workshop sessions to discuss the item before it moves to a business meeting for action.
- (b) City Council meetings will be live streamed and archived in their entirety and made available to the public via the City's official website.

Sec. 5-30. Media

- (a) Media shall be welcome to attend all public meetings of the City Council.
- (b) Media may be asked to occupy a designated area in some circumstances but may generally locate in places open to the public.
- (c) Media may not disturb the decorum or professionalism of City Council meetings or work sessions.
- (d) Media may contact the Mayor and City Councilmembers directly.
- (e) The Mayor is the primary spokesperson for the City on matters regarding policy decisions or any City Council information pertaining to issues on the agenda. To ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know the item was seriously debated and options discussed before a vote was taken, and helps build confidence in their government. In respect to each City Councilmember and the citizens of the City, the views presented by each City Councilmember should be given equitable representation. Although Councilmembers may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Councilmember's position during his/her term of office and not solely during an election campaign.

- (f) City Councilmembers may not speak to media or the public on behalf of the body; they may speak only as an individual member.
- (g) To preserve the decorum and professionalism of City Council meetings, the media are requested to refrain from talking with other people in the audience and to conduct any interview with the public outside the meeting room while the City Council is in session. Media interviews will not take place in City Council Chambers.
- (h) Media wishing to speak to City staff will comply with the Media Policy developed by the City Manager.

Sec. 5-40. Social Media

- (a) City Councilmembers participating in social media relating to City business shall use their real names.
- (b) City Councilmembers will maintain posts to social media sites relating to City business in accordance with records retention law.
- (c) City Councilmembers will not participate in online discussions, groups or forums that contain or have the potential to contain a quorum of City Council (walking quorum).
- (d) City Councilmembers are encouraged to share information from City social media sites on their own sites.

Sec. 5-50. Email

- (a) To ensure compliance with the Texas Public Information Act and required retention schedules and to further transparency in the communication and discussion of City business, City Councilmembers will use their official City of Killeen email addresses to conduct City business. If circumstances require a City Councilmember to conduct City business on a non-City email account, he or she shall promptly forward the associated electronic communications to a City email account.
- (b) City Councilmembers will not “email all,” “copy all,” “blind copy all” or “reply all” to emails discussing City business that contain or have the potential to contain a quorum of members.

Sec. 5-60. Other

- (a) The City of Killeen logo is copyrighted. It may only be used for official City business and may not be used on campaign materials or for personal business.
- (b) The Mayor, as the ceremonial head of the City, is the issuer of proclamations, certificates, awards, City coins, etc. on behalf of the City of Killeen. City Councilmembers wishing to bestow such honors shall request the Mayor to issue and present.
- (c) The Mayor may sign letters and petitions making requests or stating positions on behalf of the City so long as they do not conflict with a City Council decision or directive.

- (d) Dedication plaques placed on City buildings shall include the names of the Mayors and City Councilmembers who served from the time funding was budgeted for the project through completion.

DIVISION 6. ETHICS

A. Policy Statement

It is the desire of the Killeen City Council to promote and encourage the highest standard of conduct for elected City officials, and officials appointed to City Boards and Commissions who represent the citizens of Killeen. The members of the Killeen City Council support the philosophy that elected Officials and appointed Board Members act in a manner that avoids even the appearance of impropriety.

Each elected official or appointed Board Member shall, at a minimum, comply with all State laws and City ordinances and policies regarding ethical behavior. Elected and appointed officials shall always act in the public interest rather than in the furtherance of self-interest or those of special interest.

The Killeen City Council recognizes that it cannot by policy define ethical behavior, but it expects each elected or appointed official to act conscientiously in public service, recognizing that the public is best served when elected or appointed officials make decisions and act in a manner that promotes confidence by the citizens of Killeen in the process of City Government.

B. Guidelines and Procedures

The following provisions apply to members of the City Council and members of any board, commission or committee established pursuant to the Charter or the ordinances of Killeen, by the laws of this state, or by the City Council (hereinafter referred to as "Officials.")

Sec. 6-10. Council and Appointed Board Members

Within thirty days of election or appointment to a Board or Commission, or within 30 days of adoption of these Governing Standards and Expectations, each Official shall sign and deliver to the City Secretary:

1. a copy of the Ethics Policy;
2. a copy of the Standards of Conduct;
3. a disclosure statement that discloses any real property owned by the Official or a relative within the first degree of consanguinity or affinity within the Killeen city limits or ETJ, and specifies any business interest located within Killeen, or any business interest that may have dealings with the City. The Official is obligated to update the disclosure as circumstances change.

Within ninety days of election or appointment, each Official shall complete the Open Meetings Act and Public Information Act training sponsored by the Texas Attorney General's Office.

Sec. 6-20. Acceptance of Gratuities

No Official shall knowingly solicit or accept, from any source, any gift, favor, service or thing of value, including a promise of future employment, in consideration of having exercised any official power or performing any official duty on behalf of the City. Acceptance of any gratuities shall be disclosed as required by Chapter 176 of the Texas Local Government Code.

Sec. 6-30. Use of City Facilities, Personnel, Equipment, etc.

No Official shall knowingly use city facilities, personnel, equipment, or supplies, or use any confidential information concerning the property, operations, policies, or affairs of the City, for his or her private, personal and/or political gain.

Sec. 6-40. Conduct in Commercial Transactions

No Official shall knowingly be an interested party to any exchange, purchase, or sale of property, goods, or services with the City, or enter into any contract with the City, except in full and impartial compliance with state statutes, city charter, ordinances and applicable regulations and subject to any restrictions of the city charter; provided further that such persons shall receive no favor or special concession or inducement not customarily available and granted by the city in such a transaction; and provided further than any discretion by Officers, in connection with any such transaction, shall be exercised impartially and upon the same standards applied to all citizens of Killeen.

Sec. 6-50. Representing Interests Contrary to Those of the City

No Official shall knowingly represent, directly or indirectly, another person or any group or entity, in any action or proceeding against the interests of the City or in any litigation in which the City or any City department, agency, commission or board is a party, or may become a party.

Sec. 6-60. Conflicting Interests in Legal Proceedings

No Official shall knowingly represent, directly or indirectly, another person or any group or entity in any action or proceeding in the City's Municipal Court of Record, which was instituted by a City officer or employee in the course of official duties or in any criminal proceeding in which any City officer or employee is a material witness for the prosecution.

Sec. 6-70. Disclosure of Personal Financial Interest and Abstention from Voting

If any Officer has a conflict of interest as defined by Chapter 171 of the Texas Local Government Code, he or she shall file the required affidavit and abstain from all participation in the matter, to include leaving the room when possible. The determination of whether a conflict of interest applies should be construed liberally. In fact, the Officer is encouraged to consider abstention when the public would likely perceive the circumstances as a conflict of interest. While it is the Officer's sole responsibility to determine whether a conflict of interest exists, the Officer may discuss the circumstances with the City Attorney or designee to assist in his/her decision-making. Absent a conflict of interest, the Officer has a duty to vote in every item presented during a meeting.

Sec. 6-80. Communications with Applicants or Petitioners

Any City Councilmember communication with an applicant or petitioner outside of a public meeting regarding a matter that will come to the City Council for a decision must be disclosed in writing and provided to the City Secretary prior to City Council discussion or deliberation of the action. Examples include but are not limited to discussion with a property owner regarding his or her rezoning request, or discussion with a vendor prior to bid award.

DIVISION 7. ENFORCEMENT AND ADMINISTRATION

Sec. 7-10. Policy Enforcement

If a Councilmember believes this policy has been violated, the topic shall be placed on a meeting agenda following the procedure established in section 1-20(b)

~~A determination of violation shall be made by majority vote of those City Councilmembers present during the deliberation, excluding only the member(s) who is the subject of the determination, if that be the case.~~

~~If a City Councilmember or a Board member is determined to be in violation of this policy, a Letter of Violation signed by the Mayor (or Mayor Pro Tem, if the letter is going to the Mayor) shall be issued to the person. A copy of the letter shall become a part of the City Councilmember's or Board member's official file with the City and will be a public document for all purposes. The City Councilmember must also make a public apology for the infraction of these rules, and will be prohibited from participating in a City Council meeting or work session until such public apology has been made. If it is a Staff Member who is in violation of this policy, the City Manager will handle the matter in accordance with City policy and as he deems appropriate in accordance with personnel policy.~~

Sec. 7-20. Annual Review and Re-adoption of These Governing Standards and Expectations

After the new City Council is elected and seated, the new City Council shall review and re-adopt these Governing Standards and Expectations by a majority vote of all Councilmembers present and voting by the end of June each year.

Sec. 7-30. City Manager and City Attorney Roles Regarding Protocol.

The City Attorney assists the Mayor as a resource to confer with, and acts as an advisor for interpreting the City Council's adopted Governing Standards and Expectations. The City Manager, the City Attorney nor any other Staff member is responsible for enforcing these protocols and guidelines.



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): _____

Date: _____

Problem/Issue/Idea Name for Agenda:

Description of Problem/Issue/Idea:

Requested Action:



CITY OF KILLEEN
ATTACHMENT B

SUPPORT FOR MAYOR OR COUNCILMEMBER-SPONSORED MEETING

(Per Section 2-60 of Governing Standards and Expectations)

Requestor: _____

Date of Event: _____ Event Start Time: _____ Event End Time: _____

Name of Event: _____

Reason for Event: _____

Number of Attendees expected: _____ Is your event open to the public: ☐ Yes ☐ No

Preferred City Facility: ☐ Killeen Community Center
☐ Lions Club Park Senior Center
☐ Killeen Police Headquarters Community Room
☐ Community room of a Killeen Fire Station.

Will you require any audio visual equipment or technical support (please explain):

Will you require attendance of city staff for presentations or other purpose (please explain)?:

Will you require additional set up and/or clean up time? If so, state move in and move out times:
In: _____ Out: _____

Once per calendar year, the Mayor and each Councilmember may hold one Mayor or Councilmember-sponsored meeting that is supported by city resources in the following manner:

1. The complimentary use of an above listed meeting space if space is available and not otherwise scheduled.
2. The meeting space should be reserved in advance, but no more than two months in advance.
3. Technical support, to the extent it is available at the chosen space, and not otherwise in use.
4. City Staff presentations, scheduled in advance through the City Manager.
5. The meeting will not occur within the six months preceding an election in which the Mayor or a Councilmember is a candidate for re-election so that there can be no allegation that tax-payer dollars are being illegally spent in support of the Mayor or a Councilmember's reelection effort.

Councilmember Signature

Date

TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

☐ Approved ☐ Denied

Signature

Date



ATTACHMENT C

COUNCIL COMMITTEE INTEREST FORM

Council Member: _____

Please identify the Standing Council Committee(s) on which you would prefer to serve, with "1" being your first choice. Please indicate at least two choices.

- _____ Audit Committee
- _____ Killeen Sister Cities
- _____ Killeen Volunteers, Inc.
- _____ Animal Advisory Committee
- _____ Tax Increment Reinvestment Zone #2 Board (TIRZ #2)

Please identify the Ad Hoc Committees on which you would prefer to serve, with "1" being your first choice. Please indicate at least two choices:

- _____ Transportation
- _____ Solid Waste Outsourcing
- _____ Downtown Development
- _____ Water/Sewer/Drainage
- _____ Audit Advisory

Please rank the following County or other Agency Board positions according to your interest in serving, with "1" being your first choice:

- _____ Development District Board of Central Texas
- _____ Hill Country Transit District
- _____ Transportation Planning Committee (KTMPO)
- _____ KEDC
- _____ Chamber Board
- _____ CTCOG



ATTACHMENT D

CITY OF KILLEEN ETHICS POLICY AGREEMENT

I hereby certify that I have received a copy of and agree to abide by the City of Killeen Ethics Policy.

Council/Board/Commission/Committee Member Signature

Printed Name

Date



ATTACHMENT E

CITY OF KILLEEN STANDARDS OF CONDUCT

I hereby certify that I have received a copy of and agree to abide by the City of Killeen Standards of Conduct.

Board/Commission/Committee Member Signature

Printed Name

Date



ATTACHMENT F

DOCUMENT REVIEW AND AMENDMENT HISTORY

Date of Review	Secs. Updated	Description of Changes

DRAFT



GOVERNING STANDARDS AND EXPECTATIONS

RS-18-049

June 19, 2018

Governing Standards & Expectations

2

- A single-source reference containing the City Council's rules, protocols, procedures, policies and expectations
- Establishes City Council expectations for itself, committee members, staff and public

Governing Standards & Expectations

3

□ Seven divisions:

- ▣ 1: Meetings
- ▣ 2: Policies & Operating Procedures
- ▣ 3: Council and Citizen Committees
- ▣ 4: Council Directives & Executive Limitations
- ▣ 5: Communications
- ▣ 6: Ethics
- ▣ 7: Enforcement & Administration

Committee & Council Review

4

- Ad Hoc Committee (Mr. Rivera, Mr. Harris, Mr. Johnson) reviewed on December 19 & January 22.
- City Council reviewed on May 22, June 5 and June 12.

Recommendation

5

- Staff recommends that the City Council adopt the City of Killeen Governing Standards and Expectations