



# City of Killeen

## Agenda City Council

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Tuesday, November 27, 2018

5:00 PM

Utility Collections  
Conference Room  
210 West Avenue C  
Killeen, Texas

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### Call to Order and Roll Call

<input type="checkbox"/> Jose Segarra, Mayor	<input type="checkbox"/> Jim Kilpatrick
<input type="checkbox"/> Shirley Fleming	<input type="checkbox"/> Butch Menking
<input type="checkbox"/> Steve Harris	<input type="checkbox"/> Debbie Nash-King
<input type="checkbox"/> Gregory Johnson	<input type="checkbox"/> Juan Rivera

### Invocation

### Pledge of Allegiance

### Approval of Agenda

### Minutes

1. [MN-18-027](#) Consider Minutes of Regular City Council Meeting of November 13, 2018.

Attachments: [Minutes](#)

### Resolutions

2. [RS-18-103](#) Consider a memorandum/resolution amending an Interlocal Agreement with the Texas General Land Office for electricity services.

Attachments: [Staff Report](#)

[Presentation](#)

3. [RS-18-104](#) Consider a memorandum/resolution authorizing the award of Bid No. 19-07 for Uniform Services.

Attachments: [Staff Report](#)

[Bid Tabulation](#)

[Certificate of Interested Parties](#)

[Presentation](#)

4. [RS-18-105](#) Consider a memorandum/resolution authorizing the award of Bid No. 19-05, Downtown Streetscaping Phase II Project, for a construction contract to Barsh Company.

Attachments: [Staff Report](#)

[Bid Proposal](#)

[Bid Recommendation Letter](#)

[Bid Summary](#)

[Certificate of Interested Parties](#)

[Presentation](#)

## Ordinances

5. [OR-18-013](#) Consider an ordinance authorizing the update of Texas Municipal Retirement System service credits.  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[TMRS Letter](#)  
[Presentation](#)
6. [OR-18-014](#) Consider an ordinance amending the number of authorized civil service positions for the Killeen Police Department.  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)
7. [OR-18-015](#) Consider an ordinance amending the Killeen Code of Ordinances Chapter 11, "Fire Prevention and Protection" by adopting the 2018 International Fire Code, as amended, and Appendix D, pertaining to Fire Apparatus Access Roads.  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)
8. [OR-18-016](#) Consider an ordinance amending various sections and fees in Chapter 8 of the Code of Ordinances and adopting the 2018 International Construction Codes, the 2017 National Electrical Code and local amendments.  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)

## Public Hearings

9. [PH-18-035](#) HOLD a public hearing to provide citizens the opportunity to comment, and City Council to discuss and consider the Interlocal Agreement and application of the Edward Byrne Memorial Justice Assistance Grant (JAG) for FY 2018.  
**Attachments:** [Staff Report](#)

[JAG 2018 Inter-Local Agreement](#)

[JAG 2018 Local Terms and Conditions](#)

[Presentation](#)

10. [PH-18-036A](#) Consider a memorandum/resolution authorizing the procurement of fleet replacement vehicles and equipment.

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

[RDO Quote](#)

[John Deere Quote](#)

[Freightliner Quotes](#)

[Grand Truck Center Quote](#)

[Caterpillar Quote](#)

[Caldwell Country Quote](#)

[Mac Haik Quote](#)

[Silsbee Ford Quote](#)

[Rockdale Country Quote](#)

[Certificate of Interested Parties](#)

[Presentation](#)

11. [PH-18-036B](#) HOLD a public hearing and consider an ordinance amending the FY 2019 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing revenue and expenditure accounts for the purchase of fleet.

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

[Ordinance](#)

[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 November 21, 2018.*

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Lucy C. Aldrich, City Secretary

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

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

## **Notice of Meetings**

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

- *Bell County Farewell Reception, December 4, 2018, 5:00 p.m., Bell County Expo Center*

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





# City of Killeen

## Legislation Details

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**File #:** MN-18-027    **Version:** 1    **Name:** Minutes of November 13, 2018  
**Type:** Minutes    **Status:** Minutes  
**File created:** 11/5/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** Consider Minutes of Regular City Council Meeting of November 13, 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 Utilities Collections Conference Room  
November 13, 2018 at 5:00 p.m.

Presiding: Mayor Jose Segarra

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

Also attending were City Manager Ron Olson, City Attorney Kathryn Davis, City Secretary Lucy Aldrich, and Sergeant-at-Arms Cole.

Absent: Councilmember Gregory Johnson

Councilmember Nash-King gave the invocation, and Councilmember Harris 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 was seconded by Councilmember Fleming. The motion carried unanimously.*

**Minutes**

*Motion was made by Councilmember Menking to approve the minutes of the October 30, 2018 Regular City Council Meeting. Motion was seconded by Councilmember Rivera. Motion carried unanimously.*

**Resolutions**

**RS-18-092** Consider a memorandum/resolution appointing citizens to various boards and commissions.

**Staff Comments:** Kathy Davis, City Attorney.

Ms. Davis gave a brief overview of the need to appoint citizens to several boards and commissions. City Council made the following appointments:

**Senior Citizen Advisory Board**

Current Member	Status	New Member	Comments
Larry Egly (unexpired 2016-19)	Resigned	Bill Barker	Citizen Rep
Tommi Fettig (unexpired 2017-20)	Resigned	Emilio Fenderson	Citizen Rep

**Board of Adjustment - Zoning**

Current Member	Status	New Member	Comments
Joel Steine	Resigned	Jim Scaff	Citizen Rep
Tad Dorroh	No longer serving on P&Z	Sean Payton	P&Z Rep

**Heritage Preservation Board**

Current Member	Status	New Member	Comments
Tad Dorroh	No longer serving on P&Z	Ramon Alvarez	P&Z Rep

**KEDC - Killeen Economic Development Corp**

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Paula Lohse	Term Expired	Paula Lohse	Chamber Rep
Jim Foster	Term Expired	Randy Sutton	KIF Rep

**Killeen Volunteers Inc.** (Sub-Comm: J. Kilpatrick, D. Nash-King)

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Linda Knotts	Volunteer Killeen Rep	Bernadette Jones	Volunteer Killeen Rep

**Planning & Zoning Commission** (All Council)

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Pos 1 - Ben Purser (unexpired 18-21)	Resigned	Leo Gukeisen	Citizen Rep
Pos 6 - Eugene Kim (unexpired 16-19)	Attendance	Randy Ploeckelmann	Citizen Rep

*Motion was made by Mayor Pro Tem Kilpatrick to approve RS-18-092. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

- RS-18-100** Consider a memorandum/resolution authorizing the Solid Waste Division to purchase containers for the City of Killeen's solid waste collection systems.  
**Staff Comments:** David Olson, Executive Director of Public Works.  
Mr. Olson gave a historical overview of purchasing solid waste containers, advising that this type of purchase occurs annually. The Solid Waste Division is required to have an inventory of containers in stock in order to accommodate the normal growth of the city and replace lost or damaged containers. Funds are allocated in the FY 2018/2019 solid waste budget in the amount of \$168,091 for the purchase of residential and commercial containers. Staff recommends that the City Council authorize the City Manager or designee to procure residential solid waste containers and parts from Toter, Inc. through Texas Smart Buy using the full allocation of funds in the amount authorized in the FY 2018/2019 Solid Waste Annual Budget. Staff further recommends that the City Council authorize the City Manager or designee to procure commercial containers and parts through Roll Offs USA using the full allocation of funds authorized in the FY 2018/2019 Solid Waste Annual Budget.

*Motion was made by Councilmember Rivera to approve RS-18-100. Motion was seconded by Councilmember Fleming. Motion carried unanimously.*

- RS-18-101** Consider a memorandum/resolution adopting the Bell County Hazard Mitigation Plan.  
**Staff Comments:** Peter Perez, Emergency Management Coordinator.  
Mr. Perez summarized the Bell County Hazard Mitigation Plan and further explained that the City of Killeen partnered with CTCOG and Bell County to complete the County Hazard Mitigation Plan. The plan demonstrates the community's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources. This plan was also developed to make CTCOG, Bell County, and its participating jurisdictions eligible for certain federal disaster assistance, specifically, the Federal Emergency Management

Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation program, as well as earning credits for the National Flood Insurance Program's Community Rating System. Staff recommends that the City Council adopt the plan via Resolution.

*Motion was made by Councilmember Menking to approve RS-18-101. Motion was seconded by Councilmember Rivera. Motion carried unanimously.*

**RS-18-102** Consider a memorandum/resolution rescheduling the City Council meetings for December 2018 and January 2019.  
Mayor Segarra advised that Section 34 of the City Charter provides that the City Council shall meet regularly, but not less frequently than twice a month. Historically, the City Council has scheduled these two meetings for the second and fourth Tuesdays of the month. The fourth Tuesday of December falls on Christmas Day and the first Tuesday of January falls on the New Year's Day holiday. It is recommended that the City Council meeting scheduled for December 25, 2018 be rescheduled to December 18, 2018. It is also recommended that all January meetings move back one week since there are five Tuesdays in the month. This move would schedule the first regular City Council meeting of January to January 15, 2019 and the second meeting to January 29, 2019.

*Motion was made by Councilmember Fleming to approve RS-18-102. 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 Menking, and unanimously approved, the meeting was adjourned at 5:11 p.m.



# City of Killeen

## Legislation Details

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**File #:** RS-18-103    **Version:** 1    **Name:** Interlocal Agreement for Electricity Services  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 11/1/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** Consider a memorandum/resolution amending an Interlocal Agreement with the Texas General Land Office for electricity services.  
**Sponsors:** Community Development Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Leslie Hinkle, Executive Director of Community Development

**SUBJECT:** Amending an Interlocal Agreement with Texas General Land Office for Electricity Services

### **BACKGROUND AND FINDINGS:**

Since November 2013, the City has collaborated with an energy advisor and our supplier to evaluate and secure long range, resource efficient, best value electricity contracts through the Texas General Land Office (GLO).

On December 23, 2013, the City entered into a retail sales interlocal agreement with GLO with Cavallo Energy as the provider. It covered 317 electric meters and extended the GLO contract term from July 1, 2016 to June 30, 2020, and lowered the cost per kWh to \$.05503.

On February 4, 2016, the City entered into an agreement with GLO with Cavallo Energy remaining the provider. It covered 15 electric meters added since December 2013 for the same contract term, July 1, 2016 to June 30, 2020, at a lower cost per kWh for only these meters at \$.04142. On March 9, 2016, the City amended the 2013 Interlocal Agreement with GLO and Cavallo Energy provider. The extension covered all 322 sites for the term July 1, 2020 to June 30, 2023, and lowered the cost per kWh to \$.04637/kWh.

The 36-month agreement entered into on March 9, 2016 provided best value for the City, as longer-terms available at that time to the City provided less value. The continued development of natural gas supplies, a predominant fuel for electricity generation, and the proliferation of renewable resources across Texas has created an opportunity for the City to secure additional term electricity supply at lower rates, extending our track record of best value savings and budget certainty for this operating cost

### **THE ALTERNATIVES CONSIDERED:**

This is a time-sensitive matter. The market changes daily; therefore, prices may change by the time Council takes action on this request.

1. The City can leverage historically low energy prices, and market dynamics, by extending the contract with Texas GLO and Cavallo to secure future savings and lengthen the period of budget certainty for our electricity costs. City can enter into the 36-month agreement today for \$.\_\_\_\_\_/kWh and can request a blend of prices and volumes under the extension contract with those under the City's existing contracts.

2. For a period of 180 days, GLO can extend the term from July 1, 2023 for 36 months at a contract price not to exceed \$.03775/kWh. This approach allows the City to take advantage of market movement over the next few months. City can request a blend of prices and volumes under the extension contract with those under the City's existing contracts.
3. City does not extend at this time, and City's current contract terms and pricing remain in effect. With this option, City does not secure future savings or realize additional savings in FY 19 electricity costs.

**Which Alternative is recommended and why?**

Staff is recommending Alternative #2 to take advantage of market movement over the next 180 days and set a target price of \$.03775 per kWh.

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

The City budgeted a total of \$3,002,132.00 for electricity costs in FY2019.

Projected annual savings for a 36-month contract are ~\$400,000 compared to City's FY2019 electricity costs.

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

The City budgeted a total of \$3,002,132.00 for electricity costs in FY2019.

**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:**

Staff recommends Alternative #2, that City Council authorize the City Manager or his designee to execute an amendment that allows Texas GLO with Cavallo to extend the City of Killeen's

interlocal agreement up to 36 months, from July 1, 2023 to no later than June 30, 2026, at or below a target price of \$.03775 per kWh. City Council further authorizes the City Manager or designee and Texas GLO with Cavallo to blend electricity prices from all contract terms to begin realizing cost savings in the current fiscal year.

**DEPARTMENTAL CLEARANCES:**

Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

N/A





# INTERLOCAL AGREEMENT WITH TEXAS GENERAL LAND OFFICE FOR ELECTRICITY SERVICES

RS-18-103

November 13, 2018

# Background Information

2

- Texas General Land Office (GLO) is current City electricity provider under interlocal agreement between City and State of Texas
  - ▣ State Power Program legislated into effect before 2002 opening of Texas market
- GLO is represented by Cavallo Energy Texas LLC
  - ▣ Cavallo provides marketing, wholesale and retail support for GLO and has since 2009
  - ▣ Cavallo won GLO business through competitive RFP process awarded in 2016
- GLO program only available to public sector consumers and their specialized needs
  - ▣ Cities, counties, schools, colleges, municipal utility districts and other taxing authorities
- GLO currently serves 400 public sector customers
  - ▣ Over 25,000 meters
  - ▣ Annual consumption over 6 billion kWh (City is 27,500,000 kWh per year)

# GLO Electricity Supply Agreements

3

- ❑ Through active management, City's electricity price has declined steadily
- ❑ Indicative price for City's new contract declines another ~18%

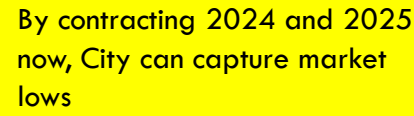
	Date Signed	Supplier	Service Provider	Contract Start	Contract End	Price/kWh
<b>Contract</b>	9/5/2008	GLO	Reliant	9/1/2008	12/31/2013	\$0.08065
<b>Amendment</b>	12/29/2010	GLO	Reliant	1/1/2014	6/13/2016	\$0.05989
<b>Contract</b>	11/27/2013	GLO	Cavallo	7/1/2016	6/30/2020	\$0.05503
<b>Amendment</b>	3/9/2016	GLO	Cavallo	7/1/2020	6/30/2023	\$0.04637

# Discussion

4

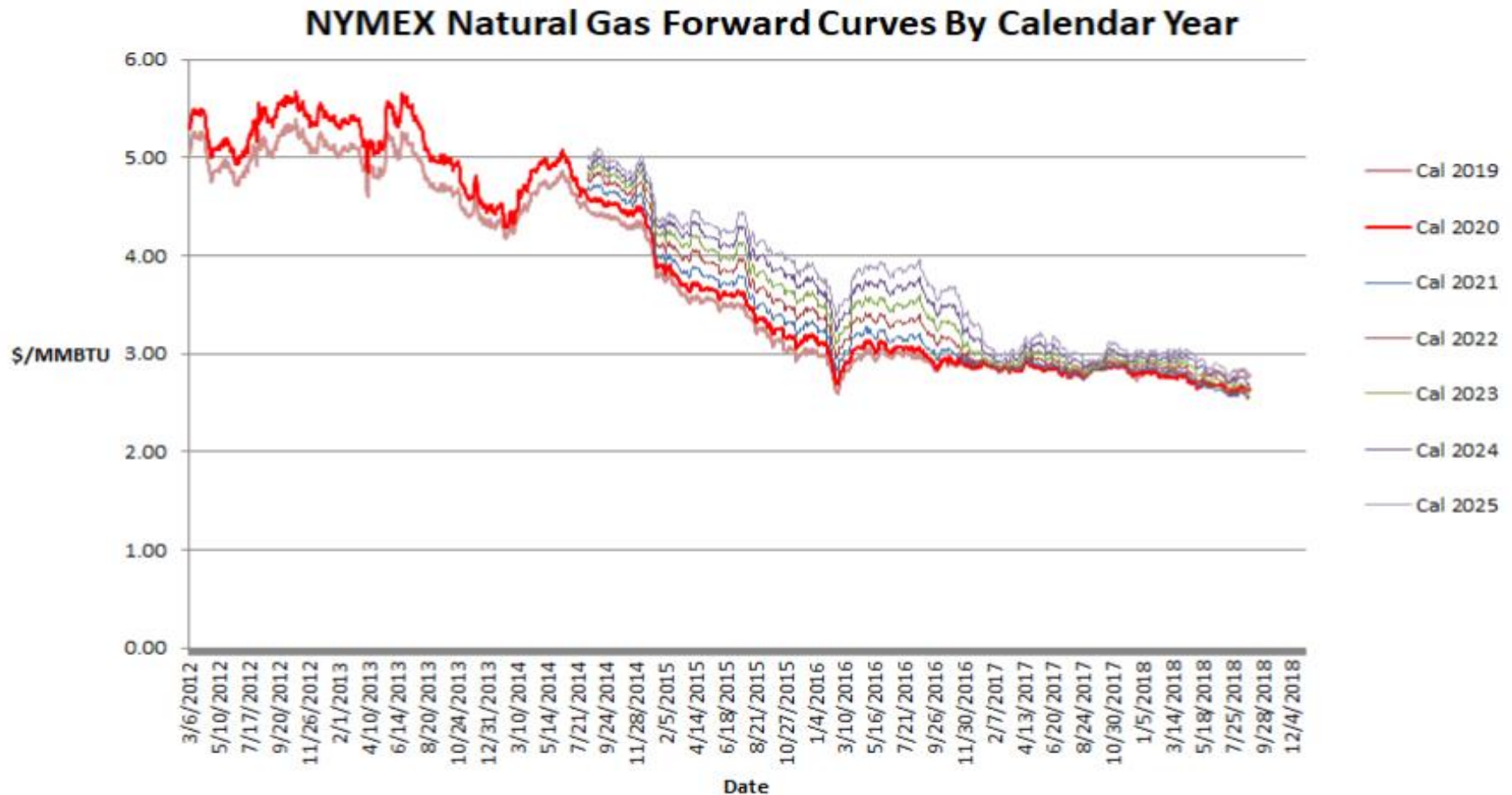
- Energy markets change daily – time sensitive
- Natural gas supplies and renewable resources has created an opportunity to secure additional savings in lower electricity rates
- City can leverage historically low energy prices with market dynamics and extend contract with GLO and Cavallo to secure future savings
- City currently budgets \$3,002,132 for electricity services
  - ▣ \$1,544,377 in GF, and \$1,457,755 in the other fund types
- See supporting graphs on next slides

## 5



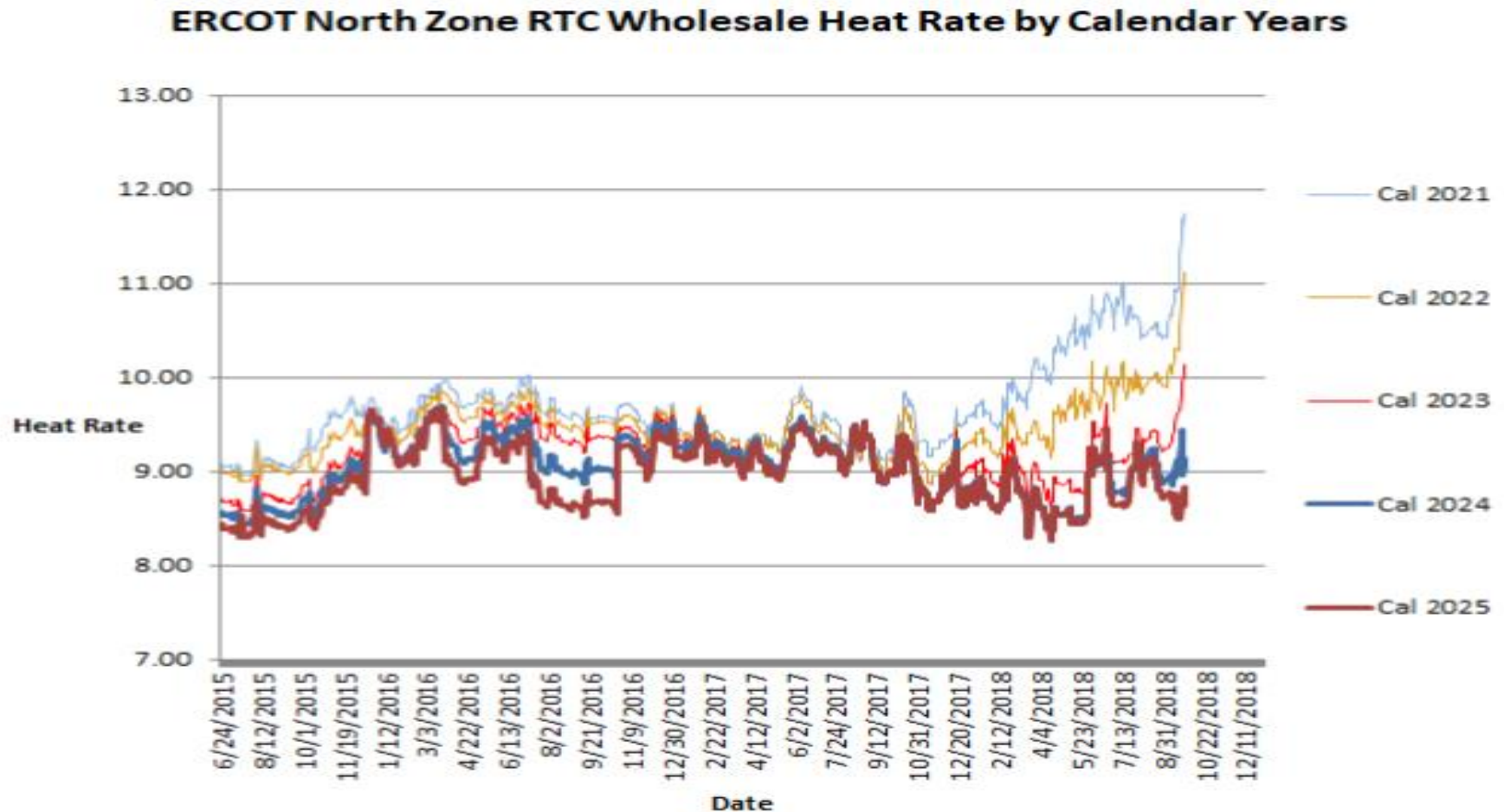
# Natural Gas Prices – Largely Flat

6



# Heat Rates – Outer Years Lower

7



# Alternatives

8

	Option 1	Option 2	Option 3
<b>July 1, 2023</b> →	Current price on 11/27/18 per kWh	Set target price of \$.03775 kWh for 180 days	Open price for upcoming term
<b>Option to Blend Prices</b>	Yes; City can realize electricity savings early in FY19 through price blend	Yes; City can realize electricity savings in FY 19 through price blend	No, not allowed under current contract
<b>Benefits</b>	<ul style="list-style-type: none"> <li>- Take advantage of market lows at known price/kWh</li> <li>- Electricity budget certainty 7/23 forward</li> </ul>	<ul style="list-style-type: none"> <li>- Take advantage of market lows at target price</li> <li>- Electricity budget certainty 7/23 forward</li> </ul>	<ul style="list-style-type: none"> <li>- City can lock price at future favorable market price</li> <li>- If prices move lower, City can lock at future favorable rates</li> </ul>
<b>Risks</b>	<ul style="list-style-type: none"> <li>- Market could improve before 7/23</li> </ul>	<ul style="list-style-type: none"> <li>- Market could improve before 7/23</li> </ul>	<ul style="list-style-type: none"> <li>- No FY 19 savings</li> <li>- Price uncertainty 7/23 forward</li> </ul>

## Option Descriptions

Option 1 – Council approves known fixed price, City can blend prices from various contract periods

Option 2 – Council approves a “watch” approach with a fixed price target \$.03775 for 180 days; City can blend prices from various contract periods

Option 3 – City defers contract for electricity July 2023 forward, and current contract not modified



# Proposed Electricity Services Summary

9

To take advantage of historically low market electricity prices, City can:

- Amend its GLO retail sales agreement to extend the term for a period not to exceed 36 months
- Establish a target contract price applicable for new term, not to exceed \$.03775/kWh
  - ▣ GLO will endeavor to reach target contract price within 180 calendar days of November 27, 2018
- Include an amendment provision that allows City to blend term prices to one contract price which will lower FY 19 electricity expenditures

# Recommendation

10

- Staff recommends Alternative #2, that the City Manager or his designee be authorized to execute an amendment that allows the Texas GLO with Cavallo to extend the City of Killeen's Interlocal Agreement up to 36 months, from July 1, 2023 to no later than June 30, 2026, at or below a target price of \$.03775/kWh if market conditions allow. City Council further authorizes City Manager or his designee and Texas GLO with Cavallo to blend electricity prices from all current contract terms to begin realizing cost savings in the current fiscal year.



# City of Killeen

## Legislation Details

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**File #:** RS-18-104    **Version:** 1    **Name:** Bid 19-07, Uniform Services  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 11/5/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the award of Bid No. 19-07 for Uniform Services.  
**Sponsors:** Finance Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Bid Tabulation](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Jonathan Locke, Executive Director of Finance

**SUBJECT:** Authorize the award of Uniform Services, Bid No. 19-07, to Cintas

### **BACKGROUND AND FINDINGS:**

On October 23, 2018, at 2:00 pm, bids were opened and read aloud for the procurement of the City's uniform services. A total of 361 City employees across the Aviation, Community Development, Community Services and Finance Departments require uniforms to help the City maintain a professional image and to clearly identify City workers to the public. Uniform services addressed by this contract include uniform rental, cleaning of uniforms and accessory items (e.g. floor mats, dust mops and shop towels). During the preceding three fiscal years, FY2016, FY2017 and FY2018, the cost of the uniform services for the departments included has been \$181,951, \$155,115 and \$151,885, respectively.

Two vendors, Cintas and Unifirst, submitted bids and an interview was conducted with both companies. A panel of six employees evaluated the vendor bid proposals and interviews based on ten categories that include: purchase price, terms and conditions, reputation of the bidder and of the bidder's goods/services, quality of bidder's good/services, whether the goods/services meet City's needs, bidder's past relationship with the City, delivery/pick up process, sample invoice provided, three references provided and the Conflict of Interest Questionnaire provided.

The contract awarded under this bid is based upon the evaluation scores and will be for a term of three (3) years with the option to renew for two (2) additional one (1) year periods.

Summary of bid totals per uniform item requested at a weekly cost to rent and clean and rent only are shown below. Cintas submitted pricing based on of the U.S. Communities Cooperative Contract.

<b>Vendor:</b>	<b>Rent &amp; Clean Weekly Price</b>	<b>Rent Only Weekly Price</b>
Cintas	\$60.67	\$15.64
Unifirst	\$62.67	\$16.43

### **THE ALTERNATIVES CONSIDERED:**

1. Award the bid as recommended.
2. Reject the bid and rebid uniform services or purchase uniforms and contract with a laundry service.

**Which alternative is recommended? Why?**

The first alternative is recommended because it is the most cost effective and efficient.

**CONFORMITY TO CITY POLICY:**

An invitation to bid for the procurement of Uniform Services was advertised in compliance with the Texas Local Government Code chapter 252 and the City's purchasing policy.

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

The total amount of expenditures in FY 2019 is estimated to be \$150,454. Uniform Services are budgeted in the respective department's uniform and clothing accounts.

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

This is a recurring expenditure with fixed costs.

**Is this expenditure budgeted?**

Yes, these expenditures are budgeted annually by the departments requiring the products and services.

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

N/A

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

Yes, the uniform and clothing accounts of the divisions that utilize uniform services have sufficient funding.

**RECOMMENDATION:**

Staff recommends that City Council award Bid 19-07, Uniform services, to Cintas for the City's uniform services through the U.S. Communities cooperative contract program, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Purchasing

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Tabulation  
Certificate of Interested Parties

## 19-07 UNIFORM SERVICES

## BID TABULATION

Vendor:	Cintas		UniFirst	
Specifications	Rent & Clean	Rent Only	Rent & Clean	Rent Only
<b>Various Departments</b>				
<b>Work Shirt</b>				
Shirt 1	\$ 0.40	\$ 0.36	\$ 0.30	\$ 0.27
Shirt 2	\$ 0.46	\$ 0.40	\$ 0.41	\$ 0.36
Shirt 3	\$ 0.38	\$ 0.32	\$ 0.50	\$ 0.45
Shirt 4	\$ 0.77	\$ 0.72	\$ 0.65	\$ 0.59
Shirt 5	\$ 0.60	\$ 0.50	\$ 0.36	\$ 0.33
Shirt 6	\$ 0.36	\$ 0.30	\$ 0.41	\$ 0.37
Shirt 7	\$ 0.74	\$ 0.74	\$ 0.59	\$ 0.53
Shirt 8	\$ 0.41	\$ 0.36	\$ 0.37	\$ 0.33
<b>Work Pants</b>				
Trouser 1	\$ 0.34	\$ 0.29	\$ 0.42	\$ 0.38
Trouser 2	\$ 0.48	\$ 0.39	\$ 0.53	\$ 0.48
Trouser 3	\$ 0.60	\$ 0.48	\$ 0.45	\$ 0.41
Trouser 4	\$ 0.41	\$ 0.34	\$ 0.55	\$ 0.50
Coveralls	\$ 0.64	\$ 0.53	\$ 0.82	\$ 0.74
<b>Facility Service Items</b>				
3' x 4' safety floor mats	\$ 2.07	N/A	\$ 3.00	N/A
4' x 6' safety floor mats	\$ 2.56	N/A	\$ 4.00	N/A
3' x 10' safety floor mats	\$ 3.04	N/A	\$ 5.00	N/A
10 Shop towels (White towels for	\$ 0.15	N/A	\$ 0.15	N/A
8 24"Dust Mops	\$ 0.82	N/A	\$ 0.40	N/A
6 36"Dust Mops	\$ 0.98	N/A	\$ 0.50	N/A
42"Dust Mops	N/A	N/A	\$ 0.60	N/A
48"Dust Mops	\$ 1.29	N/A	\$ 0.70	N/A
Mop Heads	\$ 1.43	N/A	\$ 0.50	N/A
<b>Streets/Traffic/Electricians</b>				
<b>Shirts</b>				
Shirt 1	\$ 0.40	\$ 0.36	\$ 0.30	\$ 0.27
Shirt 2	\$ 0.46	\$ 0.40	\$ 0.41	\$ 0.36
Shirt 3	\$ 0.38	\$ 0.32	\$ 0.50	\$ 0.45
Shirt 4	\$ 0.77	\$ 0.72	\$ 0.65	\$ 0.59
Shirt 5	\$ 0.60	\$ 0.50	\$ 0.36	\$ 0.33
Shirt 6	\$ 0.36	\$ 0.30	\$ 0.41	\$ 0.37
Shirt 7	\$ 0.74	\$ 0.74	\$ 0.59	\$ 0.53
Shirt 8	\$ 1.20	\$ 1.13	\$ 1.56	\$ 1.40
<b>Work Pants</b>				
Trouser 1	\$ 0.34	\$ 0.29	\$ 0.42	\$ 0.38
Trouser 2	\$ 0.48	\$ 0.39	\$ 0.53	\$ 0.48
Trouser 3	\$ 0.60	\$ 0.48	\$ 0.45	\$ 0.41
Trouser 4	\$ 0.41	\$ 0.34	\$ 0.55	\$ 0.50
Coveralls	\$ 0.64	\$ 0.53	\$ 0.82	\$ 0.74
<b>Facility Service Items</b>				
3' x 4' safety floor mats	\$ 2.07	N/A	\$ 3.00	N/A
4' x 6' safety floor mats	\$ 2.56	N/A	\$ 4.00	N/A
3' x 10' safety floor mats	\$ 3.04	N/A	\$ 5.00	N/A
Red Shop towels	\$ 0.06	N/A	\$ 0.10	N/A
24"Dust Mops	\$ 0.82	N/A	\$ 0.40	N/A
36"Dust Mops	\$ 0.98	N/A	\$ 0.50	N/A
42"Dust Mops	N/A	N/A	\$ 0.60	N/A
48"Dust Mops	\$ 1.29	N/A	\$ 0.70	N/A
Mop Heads	\$ 1.43	N/A	\$ 0.50	N/A
<b>Aviation</b>				
<b>Shirts</b>				
Shirt 1	\$ 1.40	\$ 0.36	\$ 0.30	\$ 0.27
Shirt 2	\$ 1.77	\$ 0.72	\$ 0.65	\$ 0.59
Shirt 3	\$ 1.77	\$ 0.72	\$ 0.90	\$ 0.81
Shirt 4	\$ 1.46	\$ 0.40	\$ 0.55	\$ 0.49
<b>Work Pants</b>				
Trouser 1	\$ 1.34	\$ 0.29	\$ 0.42	\$ 0.38
Trouser 2	\$ 1.48	\$ 0.39	\$ 0.67	\$ 0.60
Coveralls	\$ 0.64	\$ 0.53	\$ 0.82	\$ 0.74
<b>Facility Service Items</b>				
3' x 4' safety floor mats	\$ 2.07	N/A	\$ 3.00	N/A
4' x 6' safety floor mats	\$ 2.56	N/A	\$ 4.00	N/A
3' x 10' safety floor mats	\$ 3.04	N/A	\$ 5.00	N/A
Shop towels	\$ 0.06	N/A	\$ 0.10	N/A
24"Dust Mops	\$ 0.82	N/A	\$ 0.40	N/A
36"Dust Mops	\$ 0.98	N/A	\$ 0.50	N/A
42"Dust Mops	N/A	N/A	\$ 0.60	N/A
48"Dust Mops	\$ 1.29	N/A	\$ 0.70	N/A
Mop Heads	\$ 1.43	N/A	\$ 0.50	N/A
<b>TOTAL Weekly Cost:</b>	<b>\$ 60.67</b>	<b>\$ 15.64</b>	<b>\$ 62.67</b>	<b>\$ 16.43</b>

# 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.**

Cintas Corporation  
Austin, TX United States

Certificate Number:  
2018-417237

Date Filed:  
10/22/2018

Date Acknowledged:

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

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.**

19-07  
Uniform rental services

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

5 Check only if there is NO Interested Party.




**6 UNSWORN DECLARATION**

My name is Jeremy Dressler, and my date of birth is 11/1/79.

My address is 3103 Ridge Trace Circle, Marshall, TX, 76063, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 22 day of October, 20 18.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)





# PROCUREMENT OF UNIFORM SERVICES

RS-18-104

November 13, 2018

# Background & Contract Summary

2

- Uniform services for the City consists of uniform rentals and cleaning and accessory items (e.g. floor mats, dust mops and shop towels.)
  - ▣ 361 Employees wear uniforms across 5 departments.
- Uniform Services Past Cost
  - ▣ FY 2016 – \$181,951
  - ▣ FY 2017 – \$155,115
  - ▣ FY 2018 – \$151,885
  - ▣ FY 2019 – \$150,454 (estimated)
- Two vendors, Cintas and Unifirst, submitted proposals.
  - ▣ A panel of six employees evaluated the proposals and held interviews with the vendors.
  - ▣ Proposals were evaluated based on ten categories.
  - ▣ Cintas was the lowest bidder and scored as best value.
  - ▣ Contract term is for three years with the option to renew for two additional one year periods.

# Alternatives

3

- ❑ Option 1: Award Bid 19-07, Uniform Services to Cintas
  - ▣ This would be the most cost effective and efficient option.
- ❑ Option 2: Reject Bid 19-07, Uniform Services
  - ▣ Rebid uniform services.
  - ▣ Purchase uniforms and contract with a laundry service.

# Recommendation

4

Staff recommends City Council award Bid 19-07, Uniform Services, to Cintas for the City's uniform services through the U.S. Communities cooperative contract program, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.



# City of Killeen

## Legislation Details

<b>File #:</b>	RS-18-105	<b>Version:</b>	1	<b>Name:</b>	Downtown Streetscaping Phase II
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Resolutions
<b>File created:</b>	11/5/2018	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/27/2018	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a memorandum/resolution authorizing the award of Bid No. 19-05, Downtown Streetscaping Phase II Project, for a construction contract to Barsh Company.				
<b>Sponsors:</b>	Public Works Department, Engineering				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Bid Proposal</a> <a href="#">Bid Recommendation Letter</a> <a href="#">Bid Summary</a> <a href="#">Certificate of Interested Parties</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** David A. Olson, Executive Director of Public Works

**SUBJECT:** Authorize the Award of a Construction Contract with Barsh Company to Construct the Downtown Streetscaping Phase II Project

### **BACKGROUND AND FINDINGS:**

In June 2014, the Downtown Streetscaping Phase I project was completed. Phase II was bid in June 2015, and subsequently bids were rejected in December 2015 due to lack of funds for the bids that were over the estimated project cost.

In January 2014, the Killeen Economic Development Corporation (KEDC) approved a Performance Agreement with Solix, Inc. to lease a building at 402 East Ave. D. As part of the agreement, the KEDC paid the City of Killeen a portion of the costs for the Downtown Streetscaping Phase II.

On February 6, 2018, the City of Killeen entered into a Professional Services Agreement with Quintero Engineering, LLC to provide surveying and engineering services for the redesign of the Downtown Streetscaping Phase II project (Project).

On October 14, 2018 and October 21, 2018, advertisements for bids were posted. On November 1, 2018, two bids were opened for the contractors that submitted bids for the Project. The bids are as follows:

BIDDERS	BID
Barsh Company	\$440,227.90
TTG Utilities, LP	\$554,003.05

The Engineer's Estimate is \$363,633.32, which is approximately 18% lower than the apparent low bid. This difference is due to the increase in material costs.

### **THE ALTERNATIVES CONSIDERED:**

There are three alternatives to consider:

- 1) The City can elect to reject all bids and shelve the project. This option would not satisfy the contribution of funding made by KEDC or the performance agreement approved by City Council.
- 2) The City can elect to rebid the project; however, there is no indication that the city would receive better pricing with a rebid.
- 3) The City can award a construction contract with Barsh Company for the construction of the Downtown Streetscaping Phase II project.

**Which alternative is recommended? Why?**

City staff recommends that City Council award a construction contract to Barsh Company in the amount of \$440,227.90 for the following reasons:

1. Barsh Company has extensive experience with the construction of gutters, sidewalks and streets.
2. Barsh Company has done very good work in the construction of other projects for the City of Killeen.
3. The City of Killeen has entered into a Memorandum of Understanding with KEDC to pay an amount up to \$300,000 to fund the design and construction of the Project.
4. Quintero Engineering, LLC, the design engineering firm on this project, recommends the award of a contract to Barsh Company.

**CONFORMITY TO CITY POLICY:**

Authorizing a construction contract with Barsh Company for the construction of the Project conforms to all State and City purchasing policies.

**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 \$440,227.90 through Capital Improvement Fund, Account Number 349-3435-432.69-03. This amount of expenditure is available in the current fiscal year.

**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 or designee to enter into an agreement with Barsh Company for a construction contract to construct the Downtown Streetscaping Phase II project in the amount of \$440,227.90, and that the City Manager or designee 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:**

Bid Proposal

Bid Recommendation Letter

Bid Summary

Certificate of Interested Parties



## BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of 5% greatest amount bid DOLLARS (\$ 5% G.A.B.), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.



### Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Unit	Unit Price	Unit Amount
<b>1.00</b>	<b>GENERAL CONDITION ITEMS</b>				
1.01	Mobilization (Max. 5% of Bid)	1	LS	13,060.00	13,060.00
1.02	Traffic Control Plan and Implementation	1	LS	3,802.00	3,802.00
1.03	Storm Water Pollution Prevention Plan and Implementation	1	LS	2,602.00	2,602.00
<b>GENERAL CONDITION ITEMS SUBTOTAL =</b>					<b>19,464.00</b>
<b>2.00</b>	<b>SITE IMPROVEMENT ITEMS</b>				
2.01	Demolition	1	LS	26,029.40	26,029.40
2.02	Furnish and Install 12" Dense Graded HMAC (Ty B)	278	SY	118.88	33,048.64
2.03	Furnish and Install 2" Dense Graded HMAC (Ty D or C)	2,158	SY	14.86	32,067.88
2.04	Furnish and Install Dense Graded HMAC (Ty D or C)(Level-Up)	1,880	SY	8.63	16,224.40
2.05	Furnish and Install Concrete Curb and Gutter	673	LF	21.57	14,516.61
2.06	Furnish and Install Variable Height Concrete Curb and Gutter (including stamped pattern and color)	147	LF	25.88	3,804.36
2.07	Furnish and Install Laydown Concrete Curb & Gutter	40	LF	17.26	690.40
2.08	Furnish and Install 8" Thick Conc. Valley Gutter	40	SY	82.25	3,290.00
2.09	Furnish and Install 5" Thick Concrete Sidewalk (including scoring)	646	SY	76.69	49,541.74
2.10	Furnish and Install Crosswalk - Clay Pavers on Concrete Base (Located in Roadway Areas)	516	SF	52.82	27,255.12
2.11	Furnish and Install Clay Pavers on 5" Concrete Base (Non-roadway areas)	423	SF	52.19	22,076.37
2.12	Remove and Relay Clay Pavers on New 5" Concrete Base (Non-roadway areas)(includes removal of existing Conc Base)	95	SF	11.50	1,092.50
2.13	Furnish and Install ADA Ramp at Intersection	3	EA	1,042.50	3,127.50
2.14	Furnish and Install ADA Ramp at Mid-Block	1	EA	1,078.45	1,078.45
2.15	Utility Adjustments	1	LS	2,760.82	2,760.82
2.16	"Furnish and Install ReflectORIZED Pavement Markings(TY II) (4")(White)(Solid)"	830	LF	.72	597.60
2.17	"Furnish and Install ReflectORIZED Pavement Markings(TY II) (4")(Yellow)(Solid)"	586	LF	.72	421.92



Item No.	Bid Item Description	Estimated Quantities	Unit	Unit Price	Unit Amount
2.00	SITE IMPROVEMENT ITEMS CONTINUED				
2.18	"Furnish and Install Reflectorized Pavement Markings(TY II) (24")(White)(Solid)"	63	LF	2.88	181.44
2.19	Furnish and Install Reflectorized Pavement Markings (ADA Symbol)	2	EA	107.84	215.68
2.20	Furnish and Install Handicap Sign (Includes Supports and Assemblies)	2	EA	395.43	790.86
2.21	Furnish and Install Wheel Stops	11	EA	100.66	1,107.26
2.22	Pedestrian Railing (Ty A)	20	LF	153.86	3,077.20
2.23	Furnish and Install Pedestrian Pole Light (Complete and In Place including all accessories and signs and electrical connections to make operational)	8	EA	11,164.80	89,318.40
2.24	Furnish and Install Outlets for Seasonal Lighting	8	EA	621.01	4,968.08
2.25	Furnish and Install Tree Uplights	3	EA	1,792.62	5,377.86
2.26	Furnish and Install Electrical Conductor (2#6,#8G)	1,836	LF	2.49	4,571.64
2.27	Furnish and Install 1 1/4" Conduits and Fittings	612	LF	27.12	16,597.44
2.28	Removal of Existing Material and Add Improved Backfill at all Landscape Areas (2' Deep)	76	CY	97.85	7,436.60
2.29	Furnish and Install River Rock Flume (Complete and In Place)	168	SF	10.41	1,748.88
2.30	Furnish and Install Tree Paver Grate and Perimeter Concrete Beam	3	EA	1,437.93	4,313.79
2.31	Furnish and Install 6'-0" Bench	4	EA	2,049.05	8,196.20
2.32	Furnish and Install Trash Receptacle	2	EA	1,437.93	2,875.86
2.33	Furnish and Install Specimen Ornamental Tree (i.e. Single Trunk Crape Myrtle) / 100 Gallon	5	EA	2,116.92	10,584.60
2.34	Furnish and Install Shurbs / 5 Gallon	84	EA	50.16	4,213.44
2.35	Groundcover and Seasonal Color / 4" Pots	126	EA	12.63	1,591.38
2.36	Bed Preparation & Topdressing Mulch	1,031	SF	2.61	2,690.91
2.37	Furnish and Install Fertilizers	1	LS	143.79	143.79
2.38	Furnish and Install Irrigation System (Complete and Operable)	1,031	SF	8.33	8,588.23
2.39	Furnish and Install Irrigation Sleeving (2" PVC)	382	LF	2.92	1,115.44
2.40	General Electrical Service for Irrigation Controller(s)	1	LS	3,435.21	3,435.21
SITE IMPROVEMENT ITEMS SUBTOTAL =					420,763.90
TOTAL BID =					440,227.90

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Merchants  
Bonding Company and N/A

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with DOWNTOWN STREETSCAPING, PHASE II (AVENUE D - 8TH TO 10TH STREET) Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

This is a Bid of: Barsh Company Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of N/A, or; and Individual, doing business as N/A.

By:  \_\_\_\_\_

Seal, if a Corporation

Tate Christensen  
PRINTED NAME

President  
TITLE

P.O. Box 20727 Waco, Texas 76702  
MAILING ADDRESS

304 Douglas Ave. Waco, Texas 76712  
STREET ADDRESS

Waco, Texas  
CITY AND STATE

254-772-7130  
TELEPHONE NUMBER



RECEIVED

OCT 29 2018

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
Barsh Company, Waco, TX

\_\_\_\_\_ as Principal, and firmly bound unto Merchants Bonding Company (Mutual)

\_\_\_\_\_ as owner in the sum of

\$ 5% of Greatest Amount Bid as the proper measure of liquidated damages for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns.

Signed this 1st day of November, 2018.

The condition of the above obligation is such that whereas the Principal has submitted to The City  
of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing,  
for the **DOWNTOWN STREETSCAPING, PHASE II (AVENUE D - 8TH TO 10TH STREET)**

Now, Therefore,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal  
shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in  
accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for  
the payment of all persons performing labor or furnishing materials in connection therewith, and shall in  
all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the  
face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall be in no way impaired or affected by any extension of time within which the Owner  
may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto affixed and these  
presents to be signed by their proper officers, the day and year set forth above.

Barsh Company (L.S.)

Principal

By: 

Merchants Bonding Company (Mutual)

Surety

By: 

Sheryl A. Klutts, Attorney-in-Fact

SEAL



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, John A Miller; John R Stockton; Sheryl A Klutts

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



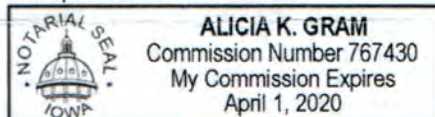
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of November, 2018.



*William Warner Jr.*

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

**Please send all notices of claim on this bond to:**

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266



# NON-COLLUSION AFFIDAVIT

STATE OF Texas §

COUNTY OF McLennan §

Each of the undersigned, being first duly sworn, deposes and says that:

A. Tate Christensen is the president of Barsh Company  
and Debbie White is the secretary of Barsh Company,  
which entity(ies) is/are the N/A of N/A, the entity  
making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Owner or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

Tate Christensen  
(Signature)

Tate Christensen  
(Name Printed)

President  
(Title)

Debbie White  
(Signature)

Debbie White  
(Name Printed)

Secretary  
(Title)



# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>  Congressional District, if known:			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:		
<b>8. Federal Action Number, if known:</b>  Congressional District, if known:			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  Congressional District, if known:			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  Congressional District, if known:		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Tate Christensen</u> Title: <u>President</u> Telephone No.: <u>254-772-7130</u> Date: <u>10/30/18</u>		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

Barsh Company

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

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

N/A

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7  Tate Christensen

Signature of vendor doing business with the governmental entity

October 30, 2018

Date



**CERTIFICATION OF CONTRACTOR  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

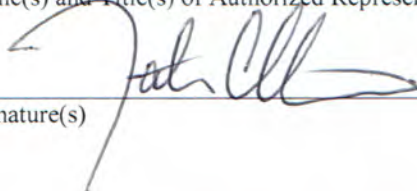
**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
  - b) Have not within a three-year period preceding this proposal 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;
  - c) 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 paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Barsh Company  
Organization Name

Bid No. 19-05 Downtown Streetscaping, Phase II  
Project Number and Name

Tate Christensen, President  
Name(s) and Title(s) of Authorized Representatives

  
Signature(s)

October 30, 2018  
Date

**PROJECT: DOWNTOWN STREETSCAPING, PHASE II (AVENUE D – 8TH TO 10TH STREET)**

CERTIFICATE OF COPORATE RESOLUTION

I, Debbie White, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Barsh Company,  
a Texas corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State  
of Texas, and is duly qualified to transact business and to own, operate and develop its  
properties in the State of Texas.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally  
adopted on November 1, 1995 by the Board of Directors of the Corporation in  
accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly  
entered in the minutes of such meeting in the minute book of the corporation and have not been  
rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold  
respective offices set opposite their names:

Tate Christensen : President

Vernon Leuschner : ~~Vice President~~ Chairman of the Board

Debbie White : Secretary

TO CERTIFY WHICH I have executed this certificate this 30th day of October,  
2018.

Debbie White  
Secretary

STATE OF Texas  
COUNTY OF McLennan

This instrument was acknowledged before me on the 30th day of October,  
2018 by Debbie White, Secretary, of  
Barsh Company, a corporation, on behalf of  
said Corporation.



Debbie White  
Notary Public, State of Texas  
Name: Debbie White  
My commission expires 09-05-21



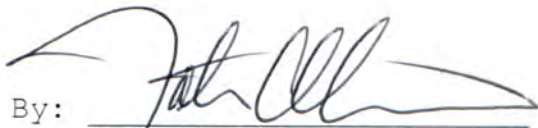
RESOLUTION

BE IT RESOLVED by the Board of Directors of BARSH COMPANY that  
Tate Christensen is hereby authorized to execute a contract with  
The City of Killeen to complete/construct  
Downtown Streetscaping, Phase II  
(Avenue D - 8th to 10th Street)

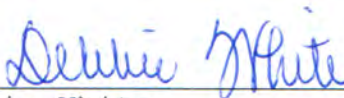
Debbie White, Assistant Secretary, is authorized to attest the  
signature binding the corporation.

BARSH COMPANY

(Corporate Seal)


By:   
Tate Christensen  
Title: President

ATTEST:

  
Debbie White  
Assistant Secretary of Corporation

CERTIFICATION

I, Debbie White, certify that the above resolution was  
adopted by the Board of Directors of BARSH COMPANY at a meeting  
on the 28th day of July, 2006.

  
Debbie White  
Assistant Secretary

## **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### **INSTRUCTIONS FOR COMPLETING THIS FORM**

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.



# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

## OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of employment or business relationship with person named in item 3

N/A

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received N/A Description of Gift N/A ☐ Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_ ☐ Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_ ☐ Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

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

# 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.

Barsh Company  
Waco, TX United States

Certificate Number:  
2018-420741

Date Filed:  
10/31/2018

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.

#19-05  
General Contractor

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

5 Check only if there is NO Interested Party.



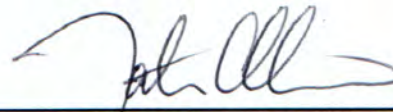
### 6 UNSWORN DECLARATION

My name is Tate Christensen, and my date of birth is 8/8/64.

My address is 304 Douglas Avenue, Waco, TX, 76712, McLennan  
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 30<sup>th</sup> day of October, 20 18.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# Quintero Engineering, LLC

Civil Engineering • Land Surveying  
Planning • Construction Management  
[www.quinteroeng.com](http://www.quinteroeng.com)



November 2, 2018

City of Killeen  
Attn: Danielle Singh, P.E.  
3201-A South WS Young Drive  
Killeen, Texas 76542

RE: Bid No. 19-05, Downtown Streetscaping, Phase II  
Bid Recommendation

Dear Ms. Singh,

Per the bid opening for the above project on November 1, 2018, the apparent low bidder was Barsh Company of Waco, Texas, in the amount of \$440,227.90. The bid provided meets all the requirements for required bidding information as called out in the Project Manual.

Though the low bid is about 18% higher than anticipated, we do not see, based on discussions with contractors, that pursuing a re-bid would generate more interest or lower costs due to the present contractor workload, as well as, due to the small nature of the project. I therefore recommend that the City of Killeen award Bid No. 19-05, Downtown Streetscaping, Phase II in the amount of \$440,227.90. If you have any questions or comments regarding this recommendation, please contact me.

Should you need additional information or have any questions, please don't hesitate to contact me or David Neumann, P.E. at our office at 254-493-9962.

Thank you,

A handwritten signature in blue ink that reads 'Pedro Quintero, P.E.'.

Pedro Quintero, P.E.  
President

Attachments:  
Bid Summary\_11-01-2018.pdf

415 E. Avenue D, Killeen, Texas 76541  
Phone 254.493.9962 Fax 254.432.7070  
T.B.P.E. Firm No.: 14709  
T.B.P.L.S. Firm No. 10194110

Quintero Engineering, LLC

Civil Engineering • Land Surveying  
Planning • Construction Management



BID SUMMARY  
For  
DOWNTOWN STREETSCAPING - PHASE II  
QE Project No. 010-18  
BID DATE: 11-01-2018

				ENGINEER'S ESTIMATE		BARSH COMPANY		TTG UTILITIES, LP	
Item	Description	Unit	Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.00	General Conditions								
1.01	Mobilization (Max. 5% of Bid)	LS	1	\$ 17,706.67	\$ 17,706.67	\$ 13,060.00	\$ 13,060.00	\$ 26,295.00	\$ 26,295.00
1.02	Traffic Control Plan and Implementation	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,802.00	\$ 3,802.00	\$ 16,410.00	\$ 16,410.00
1.03	Storm Water Pollution Prevention Plan and Implementation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,602.00	\$ 2,602.00	\$ 2,900.00	\$ 2,900.00
General Condition Items Subtotal				\$ 24,706.67		\$ 19,464.00		\$ 45,605.00	
2.00	Site Improvement Items								
2.01	Demolition	LS	1	\$ 34,313.28	\$ 34,313.28	\$ 26,029.40	\$ 26,029.40	\$ 66,315.00	\$ 66,315.00
2.02	Furnish and Install 12" Dense Graded HMAC (Ty B)	SY	278	\$ 75.00	\$ 20,850.00	\$ 118.88	\$ 33,048.64	\$ 110.00	\$ 30,580.00
2.03	Furnish and Install 2" Dense Graded HMAC (Ty D)	SY	2,158	\$ 13.00	\$ 28,054.00	\$ 14.86	\$ 32,067.88	\$ 13.75	\$ 29,672.50
2.04	Furnish and Install Dense Graded HMAC (Ty D or C)(Level-Up)	SY	1,880	\$ 20.00	\$ 37,600.00	\$ 8.63	\$ 16,224.40	\$ 7.25	\$ 13,630.00
2.05	Furnish and Install Concrete Curb and Gutter	LF	673	\$ 15.00	\$ 10,095.00	\$ 21.57	\$ 14,516.61	\$ 26.50	\$ 17,834.50
2.06	Furnish and Install Variable Height Concrete Curb and Gutter	LF	147	\$ 15.00	\$ 2,205.00	\$ 25.88	\$ 3,804.36	\$ 58.75	\$ 8,636.25
2.07	Furnish and Install Laydown Concrete Curb & Gutter	LF	40	\$ 15.00	\$ 600.00	\$ 17.26	\$ 690.40	\$ 24.50	\$ 980.00
2.08	Furnish and Install 8" Thick Conc. Valley Gutter	SY	40	\$ 55.00	\$ 2,200.00	\$ 82.25	\$ 3,290.00	\$ 116.25	\$ 4,650.00
2.09	Furnish and Install 5" Thick Concrete Sidewalk (including scoring)	SY	646	\$ 50.02	\$ 32,311.11	\$ 76.69	\$ 49,541.74	\$ 91.75	\$ 59,270.50
2.10	Furnish and Install Crosswalk - Clay Pavers on 8" Concrete Base (Located in Roadway Areas)	SF	516	\$ 16.00	\$ 8,256.00	\$ 52.82	\$ 27,255.12	\$ 38.00	\$ 19,608.00
2.11	Furnish and Install Clay Pavers on 5" Concrete Base (Non-roadway areas)	SF	423	\$ 12.00	\$ 5,076.00	\$ 52.19	\$ 22,076.37	\$ 33.50	\$ 14,170.50
2.12	Remove and Relay Clay Pavers on New 5" Concrete Base (Non-roadway areas)(includes removal of existing 4" Conc Base)	SF	95	\$ 15.00	\$ 1,425.00	\$ 11.50	\$ 1,092.50	\$ 49.00	\$ 4,655.00
2.13	Furnish and Install ADA Ramp at Intersection	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 1,042.50	\$ 3,127.50	\$ 1,107.50	\$ 3,322.50
2.14	Furnish and Install ADA Ramp at Mid-Block	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 1,078.45	\$ 1,078.45	\$ 1,164.00	\$ 1,164.00
2.15	Utility Adjustments	LS	1	\$ 12,700.00	\$ 12,700.00	\$ 2,760.82	\$ 2,760.82	\$ 6,185.00	\$ 6,185.00
2.16	Furnish and Install Reflectorized Pavement Markings (TY II) (4")(White)(Solid)	LF	830	\$ 0.50	\$ 414.90	\$ 0.72	\$ 597.60	\$ 0.70	\$ 581.00
2.17	Furnish and Install Reflectorized Pavement Markings (TY II) (4")(Yellow)(Solid)	LF	586	\$ 0.50	\$ 293.00	\$ 0.72	\$ 421.92	\$ 0.70	\$ 410.20
2.18	Furnish and Install Reflectorized Pavement Markings (TY II) (24")(White)(Solid)	LF	63	\$ 5.00	\$ 315.00	\$ 2.88	\$ 181.44	\$ 2.80	\$ 176.40
2.19	Furnish and Install Reflectorized Pavement Markings (ADA Symbol)	EA	2	\$ 250.00	\$ 500.00	\$ 107.84	\$ 215.68	\$ 105.50	\$ 211.00
2.20	Furnish and Install Handicap Sign (Includes Supports and Assemblies)	EA	2	\$ 500.00	\$ 1,000.00	\$ 395.43	\$ 790.86	\$ 387.00	\$ 774.00
2.21	Furnish and Install Wheel Stops	EA	11	\$ 500.00	\$ 5,500.00	\$ 100.66	\$ 1,107.26	\$ 82.00	\$ 902.00
2.22	Pedestrian Railing (TY A)	LF	20	\$ 200.00	\$ 4,000.00	\$ 153.86	\$ 3,077.20	\$ 154.00	\$ 3,080.00
2.23	Furnish and Install Pedestrian Pole Light (Complete and In Place)	EA	8	\$ 7,500.00	\$ 60,000.00	\$ 11,164.80	\$ 89,318.40	\$ 11,672.00	\$ 93,376.00
2.24	Furnish and Install Outlets for Seasonal Lighting	EA	8	\$ 200.00	\$ 1,600.00	\$ 621.01	\$ 4,968.08	\$ 317.00	\$ 2,536.00
2.25	Furnish and Install Tree Uplights	EA	3	\$ 450.00	\$ 1,350.00	\$ 1,792.62	\$ 5,377.86	\$ 4,890.00	\$ 14,670.00
2.26	Furnish and Install Electrical Conductor (2#6,#8G)	LF	1,836	\$ 2.00	\$ 3,672.00	\$ 2.49	\$ 4,571.64	\$ 7.00	\$ 12,852.00
2.27	Furnish and Install 1 1/4" Conduits and Fittings	LF	612	\$ 10.00	\$ 6,120.00	\$ 27.12	\$ 16,597.44	\$ 34.50	\$ 21,114.00
2.28	Removal of Existing Material and Add Improved Backfill at all Landscape Areas (2' Deep)	CY	76	\$ 30.15	\$ 2,291.11	\$ 97.85	\$ 7,436.60	\$ 97.75	\$ 7,429.00
2.29	Furnish and Install River Rock Flume (Complete and In Place)	SF	168	\$ 40.00	\$ 6,720.00	\$ 10.41	\$ 1,748.88	\$ 8.40	\$ 1,411.20
2.30	Furnish and Install Tree Paver Grate and Perimeter Concrete Beam	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 1,437.93	\$ 4,313.79	\$ 4,475.00	\$ 13,425.00
2.31	Furnish and Install 6'-0" Bench	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 2,049.05	\$ 8,196.20	\$ 2,450.00	\$ 9,800.00
2.32	Furnish and Install Trash Receptacle	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,437.93	\$ 2,875.86	\$ 2,450.00	\$ 4,900.00
2.33	Furnish and Install Specimen Ornamental Tree (i.e. Single Trunk Crape Myrtle) / 100 Gallon	EA	5	\$ 500.00	\$ 2,500.00	\$ 2,116.92	\$ 10,584.60	\$ 2,531.00	\$ 12,655.00
2.34	Furnish and Install Shurbs / 5 Gallon	EA	84	\$ 40.00	\$ 3,360.00	\$ 50.16	\$ 4,213.44	\$ 42.00	\$ 3,528.00
2.35	Groundcover and Seasonal Color / 4" Pots	EA	126	\$ 5.00	\$ 630.00	\$ 12.63	\$ 1,591.38	\$ 4.25	\$ 535.50
2.36	Bed Preparation & Topdressing Mulch	SF	1,031	\$ 0.75	\$ 773.25	\$ 2.61	\$ 2,690.91	\$ 3.50	\$ 3,608.50
2.37	Furnish and Install Fertilizers	LS	1	\$ 500.00	\$ 500.00	\$ 143.79	\$ 143.79	\$ 703.00	\$ 703.00
2.38	Furnish and Install Irrigation System Complete and Operable	SF	1,031	\$ 2.00	\$ 2,062.00	\$ 8.33	\$ 8,588.23	\$ 13.00	\$ 13,403.00
2.39	Furnish and Install Irrigation Sleeving (2" PVC)	LF	382	\$ 20.00	\$ 7,640.00	\$ 2.92	\$ 1,115.44	\$ 9.25	\$ 3,533.50
2.40	General Electrical Service for Irrigation Controller(s)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,435.21	\$ 3,435.21	\$ 2,110.00	\$ 2,110.00
Site Improvement Items Subtotal				\$ 338,926.65		\$ 420,763.90		\$ 508,398.05	
TOTAL BID				\$ 363,633.32		\$ 440,227.90		\$ 554,003.05	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-422461

Date Filed:  
11/05/2018

Date Acknowledged:

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

Barsh Company  
Waco, TX United States

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

City of Killeen

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

Killeen Downtown (Bid #19-05)  
Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Christensen, Tate	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is TATE CHRISTENSEN, and my date of birth is 8/8/64.

My address is 304 DOULAS (street), WACO (city), TX (state), 76712 (zip code), US (country).

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

Executed in McLENNAN County, State of TX, on the 5<sup>th</sup> day of November, 2018.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# DOWNTOWN STREETSCAPING, PH. II BID AWARD

RS-18-105

November 13, 2018

# Background

2

- ❑ In June 2014 Downtown Streetscaping, Ph. I was completed.
- ❑ In January 2014 the KEDC contributed \$300,000 towards the construction of the Downtown Streetscaping, Ph. II project as part of a performance agreement with Solix, Inc.
- ❑ The original Ph. II project was bid in June 2015; however bids were rejected due to a lack of funding.
- ❑ In 2018 the project was rescope and scaled down to satisfy the performance agreement and dollars received.
- ❑ Two bids were received and Barsh Company was the lowest responsive and responsible bidder at \$440,227.90.
- ❑ This project is included in the adopted FY 19 CIP.

# Alternatives

3

- ❑ Reject all bids.
  - ▣ This would not be in compliance with the MOU adopted by City Council regarding this project.
- ❑ Rebid the project
  - ▣ City staff does not feel at this time that prices would be significantly different.
- ❑ Award a contract to Barsh Company.
  - ▣ Contract amount \$440,227.90

# Recommendation

4

- City staff recommends that the City Council authorize the City Manager or designee to enter into an agreement with Barsh Company for a construction contract to construct the Downtown Streetscaping Phase II project in the amount of \$440,227.90, and that the City Manager or designee is expressly authorized to execute any and all changes within the amounts set by state and local law.



# City of Killeen

## Legislation Details

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**File #:** OR-18-013    **Version:** 1    **Name:** Update TMRS Service Credits  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 10/30/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** Consider an ordinance authorizing the update of Texas Municipal Retirement System service credits.  
**Sponsors:** Human Resources Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[TMRS Letter](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		





## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Eva Bark, Executive Director for Human Resources

**SUBJECT:** Ordinance to Authorize Updating Service Credits

### **BACKGROUND AND FINDINGS:**

The Texas Municipal Retirement System (TMRS) was established in 1948 as a retirement system and disability pension system for municipal employees in the State of Texas. It is administered in accordance with the TMRS Act and is governed as a Board of Trustees appointed by the Governor of Texas. The City of Killeen is a member of the TMRS.

One of the provisions of TMRS is that member cities may, by ordinance, adopt an Update of Service Credits (USC). Updated Service Credits allow an employee's TMRS retirement benefits to reflect inflation and provides for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City. On adoption, all employees covered under TMRS have their retirement benefits recalculated based on a three-year average of their most recent salary. The contribution for 2019 as stated in this ordinance was calculated using the assumptions provided by TMRS to calculate contribution rates.

### **THE ALTERNATIVES CONSIDERED:**

Alternatives are: 1) Do nothing. 2) To adopt 100% Updated Service Credit, including Transfers and 70% CPI Increase to Annuitants Ad Hoc (one time only basis). With the adoption of these additional benefits, the City's contribution rate beginning January 1, 2019 will be at 11.15%.

### **Which alternative is recommended? Why?**

Adopt 100% Updated Service Credit, including Transfers and 70% CPI Increase to Annuitants Ad Hoc (one time only basis). With the adoption of these additional benefits, the City's contribution rate beginning January 1, 2019 will be at 11.15% because this will start the process to fund TMRS on a repeating basis.

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

This action is uniformed to city policy.

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

The City's TMRS contribution rate for 2019 will increase from 10.08% to 11.15% following the approval of an Updated Service Credit and CPI increase for retirees. The total cost of this increase is estimated to be \$386,280 (January through September, 2019).

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

Recurring

**Is this expenditure budgeted?**

Yes, the FY 2019 Budget assumes the 11.15% rate and associated costs.

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

N/A

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

Sufficient funding exists in the budgeted line-item for this expenditure.

**RECOMMENDATION:**

The recommendation is that the proposed ordinance to update TMRS Service Credits be adopted, to be effective January 1, 2019.

**DEPARTMENTAL CLEARANCES:**

Finance, City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
TMRS Letter



TMRS-USC T CPI

## **TEXAS MUNICIPAL RETIREMENT SYSTEM**

**AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF KILLEEN; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.**

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

### **Section 1. Authorization of Updated Service Credits.**

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

### **Section 2. Increase in Retirement Annuities.**

(a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of this City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of annuity increase under this Section is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this ordinance.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the Benefit Accumulation Fund of the System.

**Effective Date** Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January, 2019**.

Passed and approved this the 27th day of November, 2018.

**ATTEST:**

**APPROVED:**

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City Secretary or Clerk

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Jose Segarra, Mayor

APPROVED AS TO FORM:

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Kathryn H. Davis, City Attorney



July 11, 2018

Via E-Mail

Mr. Jon Locke  
Executive Finance Director  
City of Killeen  
P.O. Box 1329  
Killeen, TX 76540-1329

Dear Jon:

We are pleased to enclose an ordinance for your city to adopt:

***100% Updated Service Credit, including Transfers  
&  
70% CPI Increase to Annuitants  
Ad Hoc (one time only basis)***

With the adoption of these additional benefits, your city's contribution rate beginning January 1, 2019 will be **11.15%**

We would appreciate receiving a copy of this ordinance as soon as possible after its adoption.

If you have any questions or need additional assistance, please contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric W. Davis", is written over a circular, stylized flourish.

Eric W. Davis  
Deputy Executive Director



# Plan Change Study

00698 Killeen

GRID 2019

For Informational Purposes Only

Effective Date - January 1, 2019

Report Date - July 5, 2018

## Proposed Plans

### Plan Provisions

	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	0%	100%✓
Transfer USC **	No	Yes✓
Annuity Increase	0%	70%✓
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years

### Contribution Rates

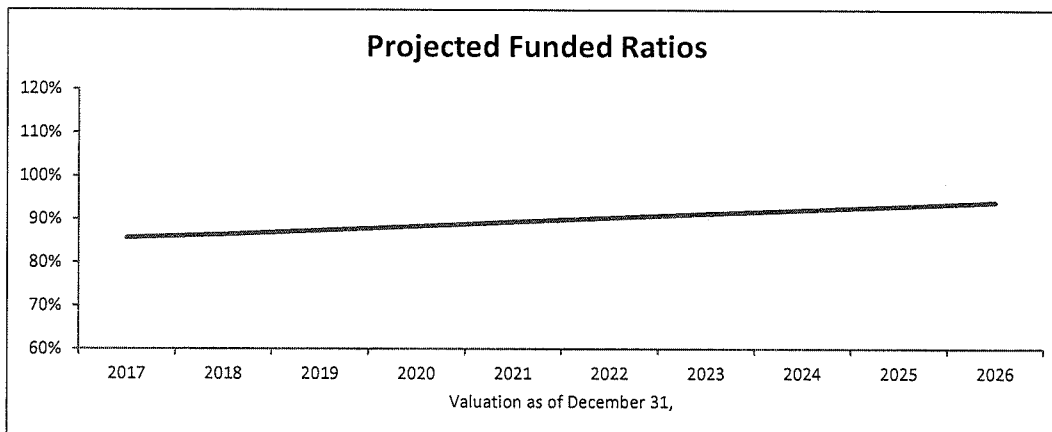
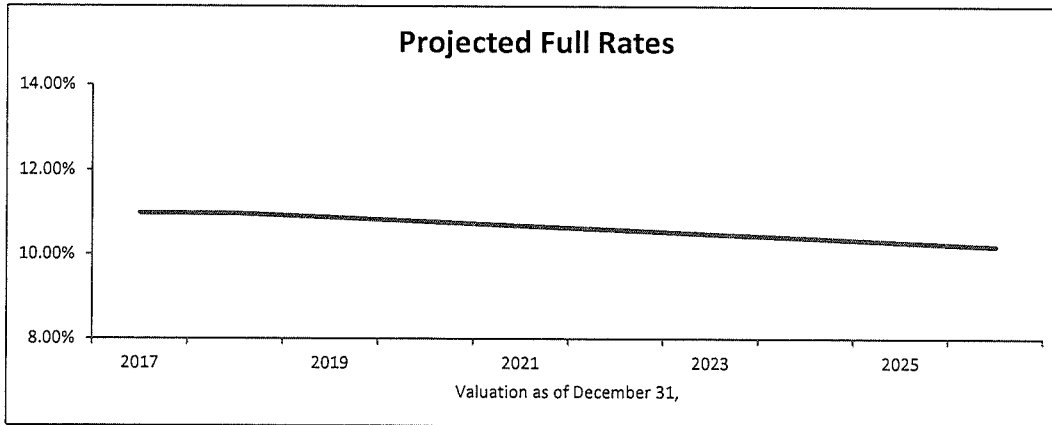
	<u>2019</u>	<u>2019</u>
Normal Cost Rate	5.78%	5.78%
Prior Service Rate	<u>4.13%</u>	<u>5.20%</u>
Retirement Rate	<b>9.91%</b>	<b>10.98%</b>
Supplemental Death Rate	<u>0.17%</u> (A & R)	<u>0.17%</u> (A & R)
Total Rate	<b>10.08%</b>	<b>11.15%</b> ✓
Unfunded Actuarial Liability	\$22,281,798	\$27,133,860
Amortization Period	25 years	25 years
Funded Ratio	87.9%	85.6%
Phase-In Total Rate	N/A	N/A
Stat Max	13.50%	13.50%
Study Exceeds Stat Max	No	No

\*\*This is the addition to the Initial Prior Service Rate for USC for transfers. There were 41 eligible transfer employees on the valuation date.

# **Projection of Valuation Results - Pension Only** **698, Killeen**

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	100% Ad Hoc with Transfer
Employer Match Rate	2 - 1	COLA	70% Ad Hoc
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2018	2019	2020	2021	2022	2023	2024	2025
Full Rate	9.78%	10.98%	10.96%	10.87%	10.77%	10.67%	10.58%	10.48%
Estimated Contribution	4,624,401	5,347,566	5,497,960	5,616,397	5,731,670	5,848,805	5,973,455	6,094,505
Funded Ratio	85.6%	86.3%	87.3%	88.4%	89.3%	90.3%	91.2%	92.2%

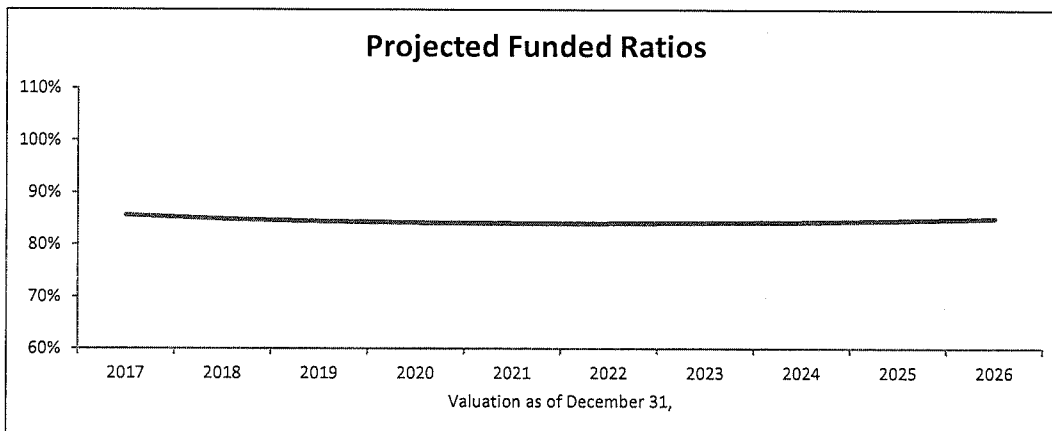
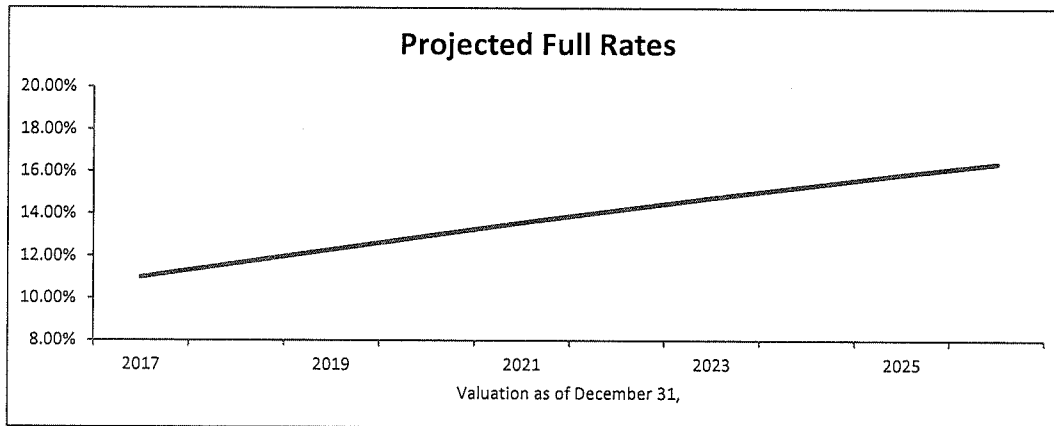


## Projection of Valuation Results - Pension Only

### 698, Killeen

Summary of Proposed Benefit Provisions			
Employee Contribution Rate	7.00%	USC	Yearly 100% Ad Hocs with Transfer
Employer Match Rate	2 - 1	COLA	Yearly 70% Ad Hocs
Vesting	5 years	Retirement Eligibility	Age 60 with 5 years of service or 20 years of service

Calendar Year	Projection Results							
	2018	2019	2020	2021	2022	2023	2024	2025
Full Rate	9.78%	10.98%	11.66%	12.31%	12.95%	13.57%	14.17%	14.76%
Estimated Contribution	4,624,401	5,347,566	5,849,108	6,360,428	6,891,841	7,438,452	8,000,365	8,583,483
Funded Ratio	85.6%	84.9%	84.5%	84.2%	84.1%	84.1%	84.2%	84.4%







## TEXAS MUNICIPAL RETIREMENT SYSTEM

OR-18-013

November 13, 2018

# Background

2

- ❑ The City of Killeen has been a member of TMRS since 1968.
- ❑ Employees deposit at a 7% rate with a 2 to 1 City match.
- ❑ The employee must work 5 years to meet the vesting requirements.
- ❑ The employee may retire with 5 years of service, age 60 or older or 20 years of service at any age.
- ❑ It is standard for Cities our size to adopt USCs and COLA repeating and once adopted, the provisions are effective the next January 1.
- ❑ The City of Killeen's adoption behavior has been consistently ad hoc.

# Historical Plan Adoption

3

Effective	Plan Adopted	City Rate	Approval
01/2004	100% USC, 70% COLA	12.16%	Ad hoc
01/2005	No USC or COLA	12.64%	None
01/2006	100% USC, 70% COLA	13.07%	Ad hoc
01/2007	100% USC, 70% COLA	12.94%	Ad hoc
01/2008	100% USC, 70% COLA	13.14%	Ad hoc
01/2009	100% USC	10.70%	Ad hoc
01/2010	100% USC	10.48%	Ad hoc
01/2011	100% USC	10.85%	Ad hoc
01/2012	100% USC, 70% COLA	7.67%	Ad hoc
01/2013	100% USC, 70% COLA	7.77%	Ad hoc
01/2014	100% USC, 70% COLA	8.01%	Ad hoc
01/2015	100% USC, 70% COLA	8.39%	Ad hoc
01/2016	100% USC	8.41%	Ad hoc
01/2017	No USC or COLA	9.77%	None
01/2018	No USC or COLA	9.94%	None

# Discussion and Summary

4

The decision has already made and funding was included in the FY 19 Budget.

# Staff Recommendation

5

Staff recommends that the City Council authorize the City Manager, or designee, to authorize the Updated Service Credits and the COLA for retirees as is included in the FY19 Budget and adopt the contribution rate at 11.15%, beginning January 1, 2019.

# Plan Adoption Considerations

6

- Governmental Accounting Standards Board (GASB) Statement 68 changed how state and local governments account and report for pensions.
  - Effective for fiscal years beginning after 6/15/14.
- Significant change in projecting benefit payments.
  - Includes effects of automatic benefit changes and ad hoc benefit changes to the extent they are considered substantively automatic.
  - TMRS defines substantively automatic as a benefit granted in 2 of the last 5 years.
    - City last adopted USC on 1/1/16 and a COLA on 1/1/15.
- Impact to the City of being deemed substantively automatic.
  - Treated as if the City was annually repeating for financial statement purposes.
  - Net pension liability will increase from \$20 to \$60 million.
  - Funding ratio will drop from 89% to 74%.
  - Contribution rate will not be impacted.



# City of Killeen

## Legislation Details

<b>File #:</b>	OR-18-014	<b>Version:</b>	1	<b>Name:</b>	Civil Service PD Authorizations
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Ordinances
<b>File created:</b>	10/30/2018	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/27/2018	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider an ordinance amending the number of authorized civil service positions for the Killeen Police Department.				
<b>Sponsors:</b>	Human Resources Department				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Ordinance</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Eva Bark, Executive Director of Human Resources

**SUBJECT:** Ordinance To Amend the Number of Authorized Civil Service Positions for the Killeen Police Department

### **BACKGROUND AND FINDINGS:**

The Texas Local Government Code (TLGC), Chapter 143, became effective September, 1977; this codification represents an effort to present, in a coherent and practical format, the laws and civil service procedures for Texas police and fire departments. The civil service system was established in the City of Killeen in an election duly called and lawfully conducted on August 13, 1977. The rules and regulations of TLGC Chapter 143 apply to all classified police and fire officers.

One of the provisions of TLGC, Chapter 143, is that the municipality's governing body establishes the civil service classifications by ordinance. This ordinance, as adopted by the governing body, further prescribes the number of positions in each classification [TLGC 143.021(a)].

During the FY 19 budget briefings, the plan to unfund these 2 (two) position was discussed and the positions were not included in the FY19 budget. The attached ordinance eliminates two (2) vacant police officer authorizations to align with the approved FY 19 budget. The overall impact to the efficient functioning of the police department will be addressed through the efficient distribution of responsibilities.

<b>Current Strength of Force for KPD</b>		<b>Revised Strength of Force for KPD</b>	
Police Officer	220	Police Officer	218
Police Sergeant	24	Police Sergeant	24
Police Lieutenant	10	Police Lieutenant	10
Police Captain	4	Police Captain	4
Assistant Chief of Police	1	Assistant Chief of Police	1

### **THE ALTERNATIVES CONSIDERED:**

Alternatives are: 1) To eliminate the two (2) police officer authorizations to match FY 19 funding, decreasing staffing by two (2). 2) Do nothing.



**Which alternative is recommended? Why?**

Staff recommends the first alternative. This action would generate a total savings of \$120,371.78, salary and benefits, in the Police Department.

**CONFORMITY TO CITY POLICY:**

This action is uniformed to city policy.

**FINANCIAL IMPACT:**

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

The financial impact is a saving of \$120,371.78 in salary and benefits.

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

N/A

**Is this expenditure budgeted?**

N/A The impact is a savings.

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

N/A The impact is a savings.

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

N/A The impact is a savings.

**RECOMMENDATION:**

Staff recommends that the City Council approve the attached ordinance to eliminate two (2) police officer authorizations.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

ORDINANCE NO. \_\_\_\_\_

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

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

**SECTION I.** That the City Council authorizes the following civil service classifications of employees in the Police Department of the City of Killeen shall be amended for the purpose of covering such employees under the provisions of Texas Local Government Code 143.021(a) as required by statute. These classifications and no others shall exist with the number shown indicating the number of positions in each classification:

<u>CLASSIFICATION</u>	<u>NUMBER IN EACH CLASSIFICATION</u>			
	<u>FY 17-18 (amended October, 2017)</u>		<u>FY 18-19 (amended November 2018)</u>	
	<u>(Base Authorization)</u>	<u>(Over hire)</u>	<u>(Base Authorization)</u>	<u>(Over hire)</u>
Police Officer	220	10	218	10
Police Sergeant	24	0	24	0
Police Lieutenant	10	0	10	0
Police Captain	4	0	4	0
Assistant Police Chief	1	0	1	0

That this amendment to the authorized number of Police Officer positions reflects a reduction of two (2) authorized positions, from two hundred and twenty (220) authorized positions to two hundred and eighteen (218) authorized positions.

**SECTION II.** That all other ordinances or parts of ordinances that are in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

**SECTION III.** That should any part of this ordinance be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ordinance.

**SECTION IV.** That this ordinance shall be effective immediately upon passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas this  
\_\_\_\_ 27th \_\_\_\_\_ day of November, 2018, at which meeting a quorum was present, held in  
accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

**APPROVED**

\_\_\_\_\_  
Jose L. Segarra, MAYOR

**ATTEST:**

\_\_\_\_\_  
Lucy Aldrich, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kathryn H. Davis, CITY ATTORNEY



ORDINANCE TO AMEND THE NUMBER OF  
AUTHORIZED CIVIL SERVICE POSITIONS FOR  
THE KILLEEN POLICE DEPARTMENT

OR-18-014

November 13, 2018

# Background

2

- Civil Service system was established on August 13, 1977.
- City Council must approve Civil Service authorizations classifications by ordinance.
- Killeen Police Department Civil Service staffing prior to FY 19 budget approval was:
  - 220 Police Officers
  - 24 Police Sergeants
  - 10 Police Lieutenants
  - 4 Police Captains
  - 1 Assistant Chief of Police

# Background

3

- During the FY 19 budget briefings, the council approved to reduce two (2) police officer authorizations.
- Total financial impact is a savings of \$120,372.
- These two positions were vacant when the budget was approved and this action aligns with the approved FY 19 budget.

# Discussion and Summary

4

- This is a housekeeping measure to bring decisions already made into compliance with law.

# Staff Recommendation

5

Staff recommends that the City Council approve the ordinance amending the number of authorized Civil Service Police positions for the Killeen Police Department as aligned in the FY19 budget.





# City of Killeen

## Legislation Details

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**File #:** OR-18-015    **Version:** 1    **Name:** Ordinance to adopt 2018 Fire Code  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 10/30/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** Consider an ordinance amending the Killeen Code of Ordinances Chapter 11, "Fire Prevention and Protection" by adopting the 2018 International Fire Code, as amended, and Appendix D, pertaining to Fire Apparatus Access Roads.  
**Sponsors:** Fire Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018  
**TO:** Ronald L. Olson, City Manager  
**FROM:** Brian Brank, Fire Chief  
**SUBJECT:** Adoption of New Fire Code

### **BACKGROUND AND FINDINGS:**

The 2018 International Fire Code is the most current version of fire and life safety standards/methods available.

By keeping current with new fire codes the community is afforded the safest buildings in which to live and work.

Currently, Killeen is enforcing the 2009 and portions of the 2015 International Fire Code. Adoption of the 2018 International Fire Code including Appendix D will update to the most current version.

### **THE ALTERNATIVES CONSIDERED:**

1. Maintain current adopted code. This will not provide for the most up to date standards.
2. Delay adoption until the 2021 year codes are available. Delay will prevent the requirement of designers and builders to comply with newest fire safety standards.
3. Approve the recommended amendments as presented with an effective date of January 1, 2019.

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

The FY 2017/2018 Business Plan for the Fire Department Fire Prevention Division identified the mission statement to prevent and reduce the incidence of fire and increase safety and knowledge to citizens. This ordinance, if approved by City Council, is in line with this mission.

### **FINANCIAL IMPACT:**

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

\$209.50 for code books. No other costs until year 2021.

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

Reoccurs every three years

**Is this expenditure budgeted?**

Yes.

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

N/A

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

Yes.

**RECOMMENDATION:**

City staff recommends approval as submitted.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING VARIOUS SECTIONS OF CHAPTER 11 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; ADOPTING THE 2018 INTERNATIONAL FIRE CODE; ADOPTING APPENDIX D TO THE 2018 INTERNATIONAL FIRE CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS** the City of Killeen desires to provide for the protection and welfare of the citizens of and visitors to the City of Killeen;

**WHEREAS** the City of Killeen desires to provide the most current life safety codes as standards for compliance;

**WHEREAS** the City of Killeen seeks to provide for the protection of the life and property located within its jurisdictional boundaries;

**WHEREAS** the City of Killeen seeks to exercise its lawful authority to enact all reasonable legislation for the promotion of public welfare including the preservation of health safety and convenience, **NOW THEREFORE**

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

**SECTION I.** That Chapter 11, Article III and Article V of the City of Killeen Code of Ordinances are hereby amended to read as follows:

**Chapter 11 – FIRE PREVENTION AND PROTECTION**

**ARTICLE III – FIRE PREVENTION CODE**

\* \* \* \* \*

Sec. 11-61. - Adopted.

There is hereby adopted by the city for the purpose of prescribing regulations consistent with nationally recognized practices for the reasonable protection of life and property from the hazards of fire and explosion within the city, that certain code known as the International Fire Code, 2018 edition, together with Appendices B [Fire-Flow Requirements For Building], D [Fire Apparatus Access Roads], E [Hazard Categories], F [Hazard Ranking], G [Cryogenic Fluids - Weight and Volume Equivalents] thereto, save and except such portions as are hereinafter deleted, modified or amended. Such code shall be controlling within the limits of the city and shall become a part of this Code.

Sec. 11-62. - Amendments.

The fire prevention code adopted by this article is hereby amended and changed in the following respects:

- (1) Section 202 of the International Fire Code, 2018 Edition, is amended by adding the definition to read as follows:

" *Standby personnel* is qualified fire service personnel, approved by the fire chief. When utilized, the number required shall be as directed by the fire chief. Charges for utilization shall be as normally calculated by the jurisdiction."

- (2) Section 307.1 of the International Fire Code 2018 Edition, is amended to read as follows:

"A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and in accordance with this section. Burning shall be commenced and completed between 7:00 a.m. and 6:00 p.m. The fire department shall be notified before the fire is kindled and when the fire is exhausted or extinguished."

- (3) Section 307.2 of the International Fire Code, 2018 Edition, is amended to read as follows:

"307.2 *Permit required* . A permit shall be obtained from the code official in accordance with section 105.6 prior to kindling a fire for recognized land development or silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. A permit shall likewise be obtained prior to kindling a fire for land clearing, farming, or agricultural purposes, which shall be permitted only on tracts zoned and used A (agricultural) or A-R1 (agricultural single-family residential). Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled."

- (4) Section 307.4 of the International Fire Code, 2018 Edition, is amended to read as follows:

" 307.4 *Location* . The location for open burning shall not be less than 300 feet (91440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91440 mm) of any structure."

- (5) Section 503.1.1 of the International Fire Code, 2018 Edition, is amended by deleting the exceptions.
- (6) Section 503.2.1 of the International Fire Code, 2018 Edition, is amended to read as follows:
- " 503.2.1 *Dimensions* . Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 14 feet 0 inches (4,752 mm)."
- (7) Section 503.2.3 of the International Fire Code, 2018 Edition, is deleted in its entirety.
- (8) Section 507.5.1 of the International Fire Code, 2018 Edition, is amended to read as follows:
- " 507.5.1 *Where required*. Fire hydrants and mains shall be provided where required by local ordinance."
- (9) Section 913 of the International Fire Code, 2018 Edition, is amended to read as follows:
- " 913 *Fire pump system supervision*. The fire-pump system shall be supervised for 'loss of power,' 'phase reversal' and 'pump running' conditions by the supervisory signal on distinct circuits."
- (10) Section 5601.1.3 of the International Fire Code, 2018 Edition, is amended to read as follows:
- " 5601.1.3 *Fireworks*. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.
- Exceptions:*
1. Storage and handling of fireworks as permitted in section 5604.
  2. Manufacture, assembly and testing of fireworks as permitted in section 5605.
  3. The use of fireworks for display as permitted by local ordinances."
- (11) Section 5608 of the International Fire Code, 2018 Edition, is amended by deleting sections 5608.2 through 5608.10 and amending section 5608.1 to read as follows:
- " 5608.1 *General*. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions shall comply with local ordinances and NFPA 1123 or NFPA 1126."

\* \* \* \* \*

## ARTICLE V. - FIRE HYDRANTS AND FIRE LANES

### Sec. 11-111. - Authority.

The location of fire hydrants and fire lanes shall be determined by the chief of the fire department or his designated representative, in conformity with the provisions of this article.

\* \* \* \* \*

### Sec. 11-114. - Fire lanes—Location.

No building used for any purpose other than single-family or two-family dwellings shall be constructed so that any part of the perimeter of the structure is greater than one hundred fifty (150) feet from a public street or highway unless the owner constructs and maintains a fire lane having a minimum width of twenty (20) feet and a minimum height throughout of no less than fourteen (14) feet and terminating within one hundred fifty (150) feet from the farthest point of such structure.

### Sec. 11-115. - Same—Restrictions.

- (a) Required fire lanes when not connected at both ends to a public street shall terminate in a turnaround having a minimum radius of fifty (50) feet or approved hammerheads as seen in the International Fire Code, 2018 edition Appendix D figure D103.1.
- (b) All required fire lanes shall be all-weather surfaced. For the purposes of this article, "all-weather surface" means asphalt or concrete.
- (c) Fire lanes shall be installed prior to the issuance of the certificate of occupancy.
- (d) All required fire lanes shall be approved by the fire marshal.
- (e) All required fire lanes shall not be used as loading zones.
- (f) There shall be no parking in any fire lane at any time.

**SECTION II.** That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION III.** That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.



**SECTION IV.** That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION V.** That this ordinance shall be effective on January 1, 2019.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27th day of November, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

**APPROVED**

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Jose L. Segarra, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

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Lucy C. Aldrich, CITY SECRETARY

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Kathryn H. Davis, CITY ATTORNEY



# ADOPTION OF 2018 INTERNATIONAL FIRE CODE

OR-18-015

November 13, 2018

# 2018 International Fire Code

2

- The 2018 International Fire Code and Appendix D for Fire Apparatus Access Roads is the most current version of fire and life safety standards/methods available.
- Killeen currently enforces the 2009 and portions of the 2015 International Fire codes (IFC).
- The IFC is updated every three years.

# Benefits of Adopting the New Codes

3

- Affords the citizens the safest buildings in which to live and work.
- Designers/builders will have access to the most current fire safety methods.
- Assists in maintaining the lowest insurance rates for citizens.

# Significant Code Changes

4

- ▣ **Residential Development Access:** additional fire access roads required for larger developments.
- ▣ **Fire Safety, Evacuation and Lockdown:** plan requirement changes.
- ▣ **Crowd Managers:** more stringent requirements when applicable.
- ▣ **Combustible decorative materials:** walls and ceilings limited in most commercial occupancies.
- ▣ **Automatic Fire Sprinkler System:** required in educational occupancies over 300.

# Alternatives

5

## □ Alternatives Considered

1. Maintain current adopted code. This option would not provide for the most up to date standards.
2. Delay adoption until 2021 when the next version of the code is available.
3. Approve the 2018 IFC code and amendments with an effective date of January 1, 2019.

# Recommendation

6

- Staff recommends City Council's adoption of 2018 International Fire Code as amended and Appendix D, pertaining to Fire Apparatus Access Roads.





# City of Killeen

## Legislation Details

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**File #:** OR-18-016    **Version:** 1    **Name:** Chapter 8 Admendments (2018 Building Codes)  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 10/31/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** Consider an ordinance amending various sections and fees in Chapter 8 of the Code of Ordinances and adopting the 2018 International Construction Codes, the 2017 National Electrical Code and local amendments.  
**Sponsors:** Building Inspections  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Dr. Ray Shanaa, Executive Director of Planning and Development

**SUBJECT:** Adoption of New Construction Codes

### **BACKGROUND AND FINDINGS:**

By updating and adopting current building construction codes, the community is afforded safer buildings in which to live and work. Designers and builders have access to newer construction materials and methods and property owners are afforded lower insurance rates due to improved ISO insurance ratings. New construction codes become available in three year cycles.

Currently, Killeen is enforcing the 2015 International Construction Codes and 2014 National Electrical codes which went into effect January 01, 2016. The Fire Department separately makes recommendation for the adoption of the 2018 International Fire Code. Both the Building and Fire departments come together at the same time during the code adoption process.

On October 11, 2018, the Building Inspections staff and the Killeen Construction Board invited members of the local homebuilder's association and the general public to participate in a public hearing to jointly review the changes between the existing and proposed new construction codes and to review minor local changes. After the hearing, the Board voted unanimously to recommend the adoption of the 2018 construction codes and 2017 electrical code as amended along with minor administrative and fee changes to Chapter 8 - Building and Construction Regulations.

### **THE ALTERNATIVES CONSIDERED:**

1. Approve the adoption of the 2018 International Building Codes, the 2017 National Electrical Code, and the recommended amendments as presented with an effective date of January 01, 2019.
2. Delay adoption until the 2021 year codes are available. Delay will deny designers and builders newer construction materials, methods and options offered in the new codes; delay safer methods of construction; and have a possible negative impact on the ISO property insurance ratings for Killeen property owners.
3. Amend proposed changes.

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

The FY 2017 /2018 Business Plan for Building Inspections Division has identified the goal for the adoption of the new 2018 Construction Codes by December 31, 2018. This ordinance, if approved by City Council, fulfills this goal.

**FINANCIAL IMPACT:**

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

\$1,200 to purchase remaining code book sets.

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

Reoccurs every three years.

**Is this expenditure budgeted?**

Yes.

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

N/A

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

Yes.

**RECOMMENDATION:**

The Killeen Construction Board of Appeals and City staff recommend that City Council adopt the 2018 International Construction Codes, the 2017 National Electrical Code, and proposed amendments to Chapter 8 of the Code of Ordinances.

**DEPARTMENTAL CLEARANCES:**

Planning and Development  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, ADOPTING THE 2018 INTERNATIONAL CONSTRUCTION CODES; ADOPTING LOCAL AMENDMENTS TO THE 2018 INTERNATIONAL CONSTRUCTION CODES; ADOPTING THE 2017 NATIONAL ELECTRICAL CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the establishing of minimum regulations governing the construction, maintenance and use of property, buildings and structures is essential to protect the health, safety and general welfare of the public and property;

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

**SECTION I.** That Chapter 8, Article I, Article II, Article IV, and Article V of the City of Killeen Code of Ordinances are hereby amended to read as follows:

**Chapter 8 - BUILDING AND CONSTRUCTION REGULATIONS**

**ARTICLE I. - IN GENERAL**

## Sec. 8-1. - Definitions.

\*\*\*\*\*

*Department* shall mean the building and inspections ~~department~~division of the city.

\*\*\*\*\*

## ARTICLE II. - ADMINISTRATION

### DIVISION 1. - PERMIT FEES

## Sec. 8-11. - Fees.

- (a) *New single-family residential construction.* All fees for new single-family residential construction shall be calculated at a rate of ~~eleven and a half~~thirteen cents (\$0.~~445~~13) per square foot based on the total square footage under roof. This fee includes permits for the structure, electrical, mechanical, plumbing, flatwork, certificate of occupancy, and plans review. This fee does not include permits for fences, storage buildings, accessory structures, lawn irrigation, whole house water softener units or swimming pools.
- (b) *Multifamily, commercial, etc., construction.* All fees are based on total square footage. The fee for new construction for duplexes, townhouses, multifamily, all commercial (~~except~~including shell buildings, warehouses and parking garages), and all additions to square footage under roof, (includes storage buildings, patio covers, modular/portable buildings and carports) shall be as follows:

Building Area Square Feet	Building	Electrical	Mechanical	Plumbing <sup>(1)</sup>	Plans (2)
500 or less	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
501—1,000	70.00	40.00	40.00	40.00	60.00
1,001—1,500	100.00	40.00	40.00	40.00	85.00
1,501—2,000	130.00	50.00	40.00	50.00	110.00
2,001—2,500	160.00	60.00	40.00	60.00	140.00
2,501—3,000	190.00	70.00	40.00	70.00	160.00
3,001—3,500	220.00	80.00	45.00	80.00	185.00
3,501—4,000	250.00	90.00	50.00	90.00	210.00
4,001—4,500	280.00	100.00	55.00	100.00	235.00

4,501—5,000	310.00	110.00	60.00	110.00	260.00
5,001—5,500	340.00	120.00	65.00	120.00	285.00
5,501—6,000	370.00	130.00	70.00	130.00	310.00
6,001—6,500	400.00	140.00	70.00	140.00	335.00
6,501—7,000	430.00	150.00	80.00	150.00	360.00
7,001—7,500	460.00	160.00	85.00	160.00	385.00
7,501—8,000	490.00	170.00	90.00	170.00	410.00
8,001—8,500	520.00	180.00	95.00	180.00	435.00
8,501—9,000	550.00	190.00	100.00	190.00	460.00
9,001—9,500	580.00	200.00	105.00	200.00	485.00
9,501—10,000	610.00	210.00	110.00	210.00	510.00
10,001—15,000	915.00	315.00	165.00	315.00	765.00
15,001—20,000	1,215.00	415.00	215.00	415.00	1,015.00
20,001—25,000	1,515.00	515.00	265.00	515.00	1,265.00
25,001—30,000	1,815.00	615.00	315.00	615.00	1,515.00
30,001—35,000	2,115.00	715.00	365.00	715.00	1,765.00
35,001—40,000	2,415.00	815.00	415.00	815.00	2,015.00
40,001—45,000	2,715.00	915.00	465.00	915.00	2,265.00
45,001—50,000	3,015.00	1,015.00	515.00	1,015.00	2,515.00

The fee for structures over 50,000 square feet is determined by combining fees to equal the square footage.

For duplexes add:

\$30.00 for building

\$30.00 for electrical

\$30.00 for mechanical

\$30.00 for plumbing

~~\$30.00 for gas piping~~

For apartments, hotels, townhouses and motels add:

\$30.00 per unit for building

\$30.00 per unit for electrical

\$30.00 per unit for mechanical

\$30.00 per unit for plumbing

\$30.00 per unit for fire sprinkler

~~\$30.00 per unit for gas piping~~

Note:

~~-(1) Mechanical—Air conditioning, heating, ventilation, exhaust and refrigeration systems.~~

~~(21)~~ Plumbing—All connections to a water, ~~or~~ sewerage or gas piping system. Fire sprinkler ~~and gas pipe~~ systems are to be permitted separately. The plumbing fee column shall be used for new fire sprinkler ~~and gas piping~~ systems.

(2) All plan review fees must be paid at time of application.

~~(c) Shell buildings, etc. The fees for shell buildings without interior finish, warehouses and parking garages shall be as follows:~~

<del>Building</del> <del>Area</del> Square Feet	Building	Electrical	Mechanical <sup>(1)</sup>	Plumbing <sup>(2)</sup>	Plans
<del>500 or less</del>	<del>\$ 35.00</del>	<del>\$ 35.00</del>	<del>\$ 35.00</del>	<del>\$ 35.00</del>	<del>\$ 35.00</del>
<del>501—1,000</del>	<del>60.00</del>	<del>40.00</del>	<del>40.00</del>	<del>40.00</del>	<del>50.00</del>
<del>1,001—1,500</del>	<del>85.00</del>	<del>40.00</del>	<del>40.00</del>	<del>40.00</del>	<del>70.00</del>
<del>1,501—2,000</del>	<del>110.00</del>	<del>40.00</del>	<del>40.00</del>	<del>40.00</del>	<del>90.00</del>
<del>2,001—2,500</del>	<del>135.00</del>	<del>50.00</del>	<del>40.00</del>	<del>50.00</del>	<del>110.00</del>
<del>2,501—3,000</del>	<del>160.00</del>	<del>55.00</del>	<del>40.00</del>	<del>55.00</del>	<del>130.00</del>
<del>3,001—3,500</del>	<del>185.00</del>	<del>60.00</del>	<del>40.00</del>	<del>60.00</del>	<del>150.00</del>
<del>3,501—4,000</del>	<del>210.00</del>	<del>70.00</del>	<del>40.00</del>	<del>70.00</del>	<del>170.00</del>
<del>4,001—4,500</del>	<del>235.00</del>	<del>80.00</del>	<del>40.00</del>	<del>80.00</del>	<del>190.00</del>
<del>4,501—5,000</del>	<del>260.00</del>	<del>85.00</del>	<del>40.00</del>	<del>85.00</del>	<del>210.00</del>
<del>5,001—5,500</del>	<del>285.00</del>	<del>90.00</del>	<del>40.00</del>	<del>90.00</del>	<del>230.00</del>



5,501—6,000	310.00	100.00	40.00	100.00	250.00
6,001—6,500	335.00	105.00	45.00	105.00	270.00
6,501—7,000	360.00	115.00	50.00	115.00	290.00
7,001—7,500	385.00	120.00	50.00	120.00	310.00
7,501—8,000	410.00	120.00	50.00	120.00	330.00
8,001—8,500	435.00	130.00	55.00	130.00	350.00
8,501—9,000	460.00	140.00	55.00	140.00	370.00
9,001—9,500	485.00	160.00	55.00	160.00	390.00
9,501—10,000	510.00	170.00	60.00	170.00	410.00
10,001—15,000	765.00	240.00	90.00	240.00	615.00
15,001—20,000	1,015.00	315.00	115.00	315.00	815.00
20,001—25,000	1,265.00	390.00	140.00	390.00	1,015.00
25,001—30,000	1,515.00	465.00	165.00	465.00	1,215.00
30,001—35,000	1,765.00	540.00	190.00	540.00	1,415.00
35,001—40,000	2,015.00	615.00	215.00	615.00	1,615.00
40,001—45,000	2,265.00	690.00	240.00	690.00	1,815.00
45,001—50,000	2,515.00	765.00	265.00	765.00	2,015.00

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~~The fee for structures over 50,000 square feet is determined by combining fees to equal the square footage.~~

*Note:*

~~(1) Mechanical—Air conditioning, heating, ventilation, exhaust and refrigeration systems.~~

~~(2) Plumbing—All connections to a water or sewerage system. Fire sprinkler and gas pipe systems are to be permitted separately. The plumbing fee column shall be used for new fire sprinkler and gas piping systems.~~

(c) *Finishing, repairs, maintenance, other.* The fee for remodeling, alterations, repairs, finish-out of shell buildings, and other construction, including swimming pools, fences, flatwork (concrete/asphalt), signs, gas tanks/pumps, lawn irrigation, whole house water softeners, etc., shall be as follows:

Dollar Valuation <sup>(3)</sup>	Building	Electrical	Mechanical	Plumbing <sup>(1)</sup>	Plans (2)
\$0—3,000.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
3,000.01—4,000.00	43.00	35.00	35.00	35.00	35.00
4,000.01—5,000.00	54.00	43.00	43.00	43.00	35.00
5,000.01—6,000.00	65.00	52.00	52.00	52.00	35.00
6,000.01—7,000.00	76.00	61.00	61.00	61.00	38.00
7,000.01—8,000.00	87.00	69.00	69.00	69.00	44.00
8,000.01—9,000.00	98.00	78.00	78.00	78.00	49.00
9,000.01—10,000.00	109.00	87.00	87.00	87.00	55.00
10,000.01—11,000.00	119.00	95.00	95.00	95.00	60.00
11,000.01—12,000.00	130.00	104.00	104.00	104.00	65.00
12,000.01—13,000.00	141.00	113.00	113.00	113.00	71.00
13,000.01—14,000.00	152.00	122.00	122.00	122.00	76.00
14,000.01—15,000.00	163.00	130.00	130.00	130.00	82.00
15,000.01—50,000.00	163.00	130.00	130.00	130.00	82.00
Plus per \$1,000.00 over \$15,000.00	6.00	5.00	5.00	5.00	4.00
50,000.01—100,000.00	373.00	305.00	305.00	305.00	187.00
Plus per \$1,000.00	5.00	4.00	4.00	4.00	3.00
Over \$50,000.00					
100,000.01—500,000.00	623.00	505.00	505.00	505.00	312.00
Plus per \$1,000.00	4.00	3.00	3.00	3.00	2.00
Over \$100,000.00					
500,000.01—up	2,223.00	1,705.00	1,705.00	1,705.00	1,112.00
Plus per \$1,000.00	1.00	1.00	1.00	1.00	1.00

Over \$500,000.00					
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Note:

- ~~(1) Mechanical—Air conditioning, heating, ventilation, exhaust and refrigeration systems.~~
- (21) Plumbing—All connections to a water, ~~or~~ sewerage or gas piping system. Fire sprinkler ~~and gas pipe~~ systems are to be permitted separately. The plumbing fee column shall be used for new fire sprinkler ~~and gas piping~~ systems.
- (2) All plan review fees must be paid at time of application.
- (3) Permit fees are calculated individually by permit type. ~~All plan review fees must be paid at time of application.~~
- (de) *Miscellaneous.* The following miscellaneous fees shall be charged:
  - (1) Demolition/move structure, per structure ..... \$50.00
  - (2) Failed inspection penalty (any kind), per inspection ..... \$50.00
  - (3) Food dealer's permit, per year ..... \$50.00
  - (4) Mobile food service permit, per unit ..... \$5.00
  - (5) Temporary final utility service, per service (electric, water, or gas) ..... \$35.00
  - (6) Temporary electric service pole, per pole ..... \$35.00
  - (7) Mobile home park license, per year:
    - a. 1—20 units ..... \$175.00
    - b. 21—50 units ..... \$275.00
    - c. 51—120 units ..... \$450.00
    - d. 121—200 units ..... \$690.00
    - e. 201—300 units ..... \$1,000.00
    - f. 301 units and above ..... \$1,300.00
  - (8) Construction registration, per year ..... \$80.00

Electrical and Plumbing contractors are exempt from fee pursuant to state law.

- (9) Appeals:
  - a. Construction board of appeals, per request ..... \$275.00
  - b. Zoning board of adjustments and appeals, per request ..... \$275.00
- (10) Certificate of occupancy:
  - a. New certificate of occupancy ..... \$90.00
  - b. Partial ~~or temporary~~ certificate of occupancy (each) ..... \$90.00

c. Temporary certificate of occupancy:

1. First 30 days ..... \$90.00

2. Second extension of ~~15~~30 days...180.00

3. Third or more extensions of ~~15~~30 days each.....270.00

ed. Lost or replacement (reprint) certificate of occupancy ..... \$5.00

(11) ~~Curb cut permit~~ Right-of-way permit ..... ~~\$23~~50.00

~~(12) Street cut permit ..... \$56.00~~

~~(13) Floodplain permit ..... \$50.00~~

a. ~~Single~~ One and two family residential ~~lot~~lots.....\$35.00

b. Other lot.....\$70.00

~~(14) Landscape permit/R-3 and R-3F (with only one structure on one lot) ..... \$35.00~~

~~(15) Landscape permit/commercial and R-3A ..... \$50.00~~

~~(16) Residential-Temporary off-premises ~~real estate~~-sign:~~

a. First sign (per calendar year) ..... \$25.00

b. Each sign tag thereafter in the same calendar year ..... \$1.00

~~(17) Commercial kitchen hood permit (each):~~

a. Type I Hood (grease and smoke) ..... \$75.00

b. Type II Hood (smoke and/or steam) ..... \$35.00

~~(18) Partial inspection (each) ..... \$35.00~~

~~(19) After hours inspections \$200.00 for first two hours and \$100.00 for each additional hour or fraction thereof. The minimum \$200.00 fee must be paid in advance of the inspection.~~

(ef) *Fee adjustment.* Owner of an expired permit may make written request within 30 days after date of expiration to the building official to reinstate said permit and shall be charged a fee of one-half the amount required for a new permit for such work, provided no changes have been made in the original plans and specifications for such work.

(fg) *Penalty.* Where construction is commenced before a permit is obtained, the permit fees shall be doubled.

(gh) *Occupy without a certificate of occupancy.* It shall be an offense for ~~any-registered~~ general~~the~~ contractor, whether commercial or residential, to allow an owner or tenant of property to occupy a new or remodeled building or space before the contractor obtains a certificate of occupancy. Upon conviction, a person violating this section shall be fined in an amount not less than two hundred fifty dollars (\$250.00), nor more than two thousand dollars (\$2,000.00). For the second or subsequent conviction within a twelve-month period, such person shall be fined not less than five hundred dollars (\$500.00), nor more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate and distinct offense and shall be punishable as such.

(h) *Fees waived.* Projects for city owned facilities requiring permits shall be exempt from permit fees. However, contractors shall be responsible for contractor registration, construction trailers and/or other temporary construction structures, failed inspection penalties, or other penalties and fees.

(i) *Fee refunds.* The building official shall authorize the refund of fees as follows:

- (1) The full amount of any fee paid hereunder which was erroneously paid or collected.
- (2) Not more than fifty (50) percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.
- (3) Not more than fifty (50) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The building official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

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## **DIVISION 2. - BUILDING AND INSPECTIONS ~~DEPARTMENT~~DIVISION**

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Sec. 8-21. - Established.

There is hereby established a department to be called the building and inspections ~~department~~division and the person charged with the administration and enforcement of this chapter shall be known as the building official.

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Sec. 8-26. - Permit application and plan review.

(a) *Application review time* . Construction permit applications shall be reviewed and either approved or disapproved within 45 calendar days from the date submitted. Such applications shall be submitted on forms furnished by the ~~permits-building~~ and inspections ~~department~~division. In addition, the applicant shall provide all necessary technical data sufficient to perform the permit review. The ~~permits-building~~ and inspections ~~department~~division shall provide written notice and reasons why the city is unable to grant the permit application.

(b) *Project submittals.*

(1) Project submittals for the construction of new buildings, additions and other development shall include documents necessary for the review and approval of the

proposed land use development, the proposed private and/or public water, sewer and drainage infrastructure to include the proposed connections to all public infrastructure, the proposed connectivity and access to public streets, the proposed landscaping plan, if required, and all details of the proposed building to include its plumbing, electrical, mechanical, energy and other system requirements for the project.

(2) Projects proposing the construction of one or more buildings at the same time will require a separate permit application for each building.

~~(3) — Permit applications for shell building construction shall not be combined with an interior finish out work permit.~~

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## ARTICLE IV. - CONSTRUCTION STANDARDS

### DIVISION 1. - BUILDING CODE

Sec. 8-180. - Adopted.

There is hereby adopted by the city the International Building Code, ~~2018~~2015 Edition, together with Appendices C [Group U—Agricultural Buildings], F [Rodent Proofing], H [Signs], I [Patio Covers], K [Administrative Provisions (Electrical)] and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-181. - Amendments.

The following sections of the International Building Code, ~~2018~~2015 Edition, together with Appendices C [Group U—Agricultural Buildings], F [Rodent Proofing], H [Signs], I [Patio Covers], K [Administrative Provisions (Electrical)] and amendments, are hereby amended to read as follows:

(1) Section 101.1 of the International Building Code, ~~2018~~2015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the building code of the City of Killeen, Texas, hereinafter referred to as "this code."

(2) Section 102 of the International Building Code, ~~2018~~2015 Edition, is amended by adding section 102.7 as follows:

" *Section 102.7 Historic buildings.* All buildings or structures that are listed in the State or National Register of Historic Places; designated as a historic property under local or state

designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, are exempt from this code.

Permit applications for new construction, demolition, renovation or repair of any historic building, structure or site, including secondary buildings and landscape features, within the city shall be initially reviewed by the historic preservation officer and forwarded with a recommendation to the building official. If the property is determined by the historic preservation officer to be a contributing building or is potentially significant, the applicant shall be required to apply for a hearing before the historic preservation board for a determination of significance pursuant to article V, division 9, heritage preservation of the city's zoning ordinance prior to the application for any building permit."

(3) Section 105.2 of the International Building Code, ~~2018~~2015 Edition, is amended by deleting Building, item 6 and amending Building, items 1 and 2 to read as follows:

" *Building:*

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet.
2. Fences not over 2 feet high."

(4) Section 107.1 of the International Building Code, ~~2018~~2015 Edition, is amended to read as follows:

" *107.1 Submittal documents.* Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more ~~paper~~ sets along with an electronic copy with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

1. Group A - assembly occupancies with a design occupant load over 100 persons.
2. Group E - educational occupancies with a design occupant load over 50.
3. All group H - hazardous and I - institutional occupancies.



*Exception:* The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."

(5) Section 110 of the International Building Code, ~~2018~~2015 Edition, is amended by adding subsections 110.7.1, 110.7.2, and 110.7.3 to read as follows:

" *110.7.1 Reinspection.* Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for reinspection. A fee shall be paid to the department for each failed inspection.

*110.7.2 Subsequent reinspection.* Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A fee shall be paid to the department prior to each subsequent failed inspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

*110.7.3 Requirements prior to inspections.* No inspection for new commercial or new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.

2. Project address number posted and visible from street.

3. Construction worker toilet facilities as required in 311.1 of the ~~2018~~2015 IPC."

(6) Section 113 of the International Building Code, ~~2018~~2015 Edition, is amended by amending the title and section 113.1 to read as follows:

**"SECTION 113 CONSTRUCTION BOARD OF APPEALS**

*113.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

(7) Section 114.1 of the International Building Code, ~~2018~~2015 Edition, is amended by adding section 114.1.1 to read as follows:

" 114.1.1 *Project nuisances*. A stop work order may be issued if any of the following occur:

1. Construction Litter and debris not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public property or any right-of-way.
2. Project address is not posted or visible from the street or the Construction worker toilet facility missing or not in sanitary condition.
3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."

(8) Section 406.7.2 of the International Building Code, 20182015 Edition, is amended to read as follows:

" 406.7.2 Canopies. Canopies under which fuels are dispensed shall have a clear, unobstructed height of not less than 14 feet 0 inches (4,267.2 mm) to the lowest projecting element in the vehicle drive through area. [The remaining section in the code remains in effect and is not amended].~~Canopies and their supports over pumps shall be of noncombustible materials, fire-retardant-treated wood complying with Chapter 23, wood of Type IV sizes, or of construction providing 1-hour fire resistance. Combustible materials used in or on a canopy shall comply with one of the following:~~

~~1.—Shielded from the pumps by a noncombustible element of the canopy, or wood of Type IV sizes; or~~

~~2.—Plastics covered by aluminum facing having a minimum thickness of 0.010 inch (0.30 mm) or corrosion-resistant steel having a minimum base metal thickness of 0.016 inch (0.41 mm). The plastic shall have a flame spread index of 25 or less and a smoke developed index of 450 or less when tested in the form intended for use in accordance with ASTM E 84 or UL 723 and a self-ignition temperature of 650°F (343°C) or greater when tested in accordance with ASTM D 1929; or~~

~~3.—Panels constructed of light-transmitting plastic materials shall be permitted to be installed in canopies erected over motor vehicle fuel-dispensing station fuel dispensers, provided the panels are located at least 10 feet (3,048 mm) from any building on the same property and face yards or streets not less than 40 feet (12,192 mm) in width on the other sides. The aggregate areas of plastics shall not exceed 1,000 square feet (93 m<sup>2</sup>). The maximum area of any individual panel shall not exceed 100 square feet (9.3 m<sup>2</sup>)."~~

(9) Chapter 11 of the International Building Code, 20182015 Edition, is amended by deleting sections 1102 through 1111 in their entirety, and amending section 1101.2 to read as follows:

" *1101.2 Design.* Buildings and facilities shall be designed and constructed to be accessible in accordance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act. Buildings subject to the requirements of the Texas Accessibility Standards are described in Administrative Rules of the Texas Department of Licensing and Regulation, Title 16 Texas Administrative Code, Part 4, Chapter 68 Elimination of Architectural Barriers.

| *Exception:*-Buildings regulated under State Law and built in accordance with State certified plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of this chapter."

| (10) Section 1612.3 of the International Building Code, 20182015 Edition, is amended to read as follows:

" *1612.3 Establishment of flood hazard areas.* To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency an engineering report entitled "The Flood Insurance Study for the City of Killeen," as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section. (REF. Chapter 12 Flood Damage Prevention of the City of Killeen's Code of Ordinances)"

Secs. 8-182—8-185. - Reserved.

## **DIVISION 2. - EXISTING BUILDING CODE**

Sec. 8-186. - Adopted.

| There is hereby adopted by the city the International Existing Building Code, 20182015 Edition, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

Sec. 8-187. - Amendments.

| The following sections of the International Existing Building Code, 20182015 Edition, is hereby amended to read as follows:

| (1) Section 101.1 of the Existing International Building Code, 20182015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the existing building code of the City of Killeen, Texas, hereinafter referred to as 'this code.'"

(2) Section 105.2 of the International Existing Building Code, ~~2018~~2015 Edition, is amended by deleting Building, items 1, ~~4~~ and 5.

(3) Section 106.1 of the International Existing Building Code, ~~2018~~2015 Edition, is amended to read as follows:

" *106.1 Submittal documents.* Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

1. Group A - assembly occupancies with a design occupant load over 100 persons.
2. Group E - educational occupancies with a design occupant load over 50 persons.
3. All Group H - hazardous occupancies and I - institutional occupancies.

*Exception:* The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."

(4) Section 109.6 of the International Building Code, ~~2018~~2015 Edition, is amended by adding subsections 109.6.1, 109.6.2, and 109.6.3 to read as follows:

" *109.6.1 Reinspection.* Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for failed reinspection. A fee shall be paid to the department for each failed inspection.

*109.6.2 Subsequent reinspection.* Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

*109.6.3 Requirements prior to inspections.* No inspection for new commercial or new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9

square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.

2. Project address number posted and visible from street.
3. Construction worker toilet facilities as required in 311.1 of the ~~2018~~2015 IPC."
- (5) Section 112 of the International Existing Building Code, ~~2018~~2015 Edition, is amended by amending the title and section 112.1 to read as follows:

*" SECTION 112 CONSTRUCTION BOARD OF APPEALS*

*112.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

- (6) Section 114.1 of the International Existing Building Code, ~~2018~~2015 Edition, is amended by adding section 114.1.1 to read as follows:

*" 114.1.1 Project nuisances.* A stop work order may be issued if any of the following occur:

1. Litter not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public right-of-way.
2. ~~Project address is not posted or visible from the street or the~~ ~~Ec~~construction worker toilet facility missing or not in sanitary condition.
3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."

- (7) Section 110.1 of the Existing International Building Code, ~~2018~~2015 Edition, is amended by adding sections 110.1.2 and 110.1.3 to read as follows:

*" 110.1.2 Change in tenancy.* It shall be unlawful to make a change in tenancy of any existing commercial building or lease space without first making application for and obtaining approval for a certificate of occupancy.

*110.1.3 Nontransferable.* Once issued, a certificate of occupancy is not transferable to another owner, person, business or property."

**Secs. 8-188—8-189. - Reserved.**

### **DIVISION 3. - RESIDENTIAL CODE**

**Sec. 8-190. - Same—Adopted.**

There is hereby adopted by the city the International Residential Code for One- and Two-Family Dwellings, 20182015 Edition, together with Appendices A [Sizing and Capacities of Gas Piping], B [Sizing of Venting Systems], C [Exit Terminals of Mechanical Draft and Direct-vent Venting Systems], D [Recommended Procedure for Safety Inspection of an Exiting Appliance Installation], E [Manufactured Housing used as Dwellings], F [Radon Control Methods], G [Piping Standards for Various Applications], H [Patio Covers], J [Existing Buildings and Structures], K [Sound Transmission], M [Home Day Care], N [Venting Methods], O [Automatic Vehicular Gates], P [Sizing of Water Piping], Q [~~ICC International Residential Code Electrical Provisions/NEC Code Cross Reference~~ Tiny Houses], T [~~Solar-Ready Provisions~~ and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-191. - Same—Amendments.**

The following sections of the International Residential Code for One- and Two-Family Dwellings, 20182015 Edition and amendments, are hereby amended to read as follows:

(1) Section R101.1 of the International Residential Code for One- and Two-Family Dwellings, 20182015 Edition, is amended to read as follows:

" *R101.1 Title.* These provisions shall be known as the residential code of the City of Killeen, hereinafter referred to as "this code."

(2) Section R105.2 of the International Residential Code for One- and Two-Family Dwellings, 20182015 Edition, is amended by deleting Building, items 5 and 10 and amending Building, items 1 and 2 to read as follows:

" *Building:*

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 20 square feet (3.71 m2).
2. Fences not over 2 feet high."

(3) Section R109.4 of the International Residential Code for One- and Two-Family Dwellings, 20182015 Edition, is amended by adding subsections R109.4.1, R109.4.2, and R109.4.3 to read as follows:

" *R109.4.1 Reinspection.* Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for reinspection. A failed inspection fee shall be paid to the department for each failed inspection.

*R109.4.2 Subsequent reinspection.* Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

*R109.4.3 Requirements prior to inspections.* No inspection for new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.

2. Project address number posted and visible from street.

3. Construction worker toilet facilities as required in R306.5 of the 2009 IRC."

(4) Section R112 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2015 Edition, is amended by amending the title and section R112.1, and by deleting sections R112.2 through R112.4 to read as follows:

" *SECTION R112 CONSTRUCTION BOARD OF APPEALS*

*R112.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

(5) Section 114.1 of the International Residential Code for One and Two-Family Dwellings, ~~2018~~2015 Edition, is amended by adding section 114.1.2 to read as follows:

" *114.1.2 Project nuisances.* A stop work order may be issued if any of the following occur:

1. Litter not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public property or right-of-way.

2. Project address is not posted or visible from the street or the ~~€~~construction worker toilet missing or not in sanitary condition.

3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."



(6) Section R301.1 of the International Residential Code for One- and Two-Family Dwellings, 2009 Edition, is amended by inserting the appropriate design criteria in Table R301.2(1) as follows:

Ground Snow Load	Wind Speed <sup>d</sup> (mph)	Seismic Design Category <sup>f</sup>
5 lb/ft <sup>2</sup>	115 (3-sec-gust)	A

Subject to damage from

Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>	Decay <sup>d</sup>	Winter Design Temp <sup>f</sup>	Flood Hazards <sup>g</sup>
Moderate	4"	Moderate to heavy	Slight to moderate	26 °F	Local code

(7) Section R306 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2015 Edition, is amended by adding section 306.5 to read as follows:

" *R306.5 Toilet facilities for workers.* Each contractor shall provide toilet facilities for construction workers and such facilities shall be maintained in a sanitary condition. Construction worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. The path of travel to required facilities shall not exceed a distance of 150 feet (45.5 m)."

(8) Section R313.2 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2015 Edition, is amended by deleting section 313.2 in its entirety.

(9) Section G2417.4.1 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2015 Edition, is amended to read as follows:

" *G2417.4.1 Test pressure.* The test pressure to be used shall be no less than one and one-half times the proposed maximum working pressure but not less than 10 psig (68.9 kPa gauge) and the test gauge shall not be rated higher than 30 PSI, or at the discretion of the code official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer, low pressure diaphragm gauge or slope gauge. For welded piping, and for piping carrying gas at pressures in excess of 0.5 psig or fourteen (14) inches water column pressure (3.48 kPa), the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa)."

(10) Chapters 34 through ~~40~~43 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2015 Edition [Electrical Requirements], are amended by deleting them in their entirety.

**Secs. 8-192—8-209. - Reserved.**

## **DIVISION 4. - ELECTRICAL CODE**

### **Subdivision 1. - Code Adoption**

#### **Sec. 8-210. - Adopted.**

There is hereby adopted by the city the National Electrical Code (NFPA 70), ~~2017~~2014 Edition, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Secs. 8-211—8-219. - Reserved.**

### **Subdivision 2. - Additional Local Requirements**

#### **Sec. 8-220. - General installation requirements for residential and commercial buildings and structures.**

(a) All electrical construction and all materials and appliances used in connection with the installation, maintenance, and operation of electrical wiring, apparatus or equipment for the utilization of electrical energy for light, heat or power shall conform to the rules and regulations of this section, the adopted electrical code, and in harmony with the electrical service guidelines of the local electrical utility provider.

~~(b) *Aluminum conductors - Minimum size.* Aluminum or copper clad aluminum #1/0 AWG and larger conductors may be used where the conductors terminate in an approved service or service feeder panel. The conductors shall be terminated according to manufacturer's recommendations and have a coating of oxidation inhibitor applied. (REF. NEC Articles 215 - Feeders, 230 - Services, 338 - Service Entrance Cable, and 310 - Aluminum Conductor Material)~~

~~(c) *Branch circuit conductors - Minimum size.* No copper conductor smaller than No. 12 AWG size shall be used in any branch circuit except as follows:~~

~~(1) Number 14 AWG conductors may be used for switch legs (dwelling units only).~~

~~(2) Number 14 AWG for control circuits operating line voltage contractors, relay and the like; (REF. NEC Article 210-19 Conductors - minimum ampacity and size).~~

~~(d) *GFCI receptacle identification* . All receptacles protected by one (1) or more ground fault circuit interrupter (GFCI) devices shall be identified with the manufacturer's labels. (REF. NEC Article 210-8—GFCI Protection for Personnel.)~~

(eb) *Abandoned wiring* . Whenever new wiring is replacing old wiring, the old wiring shall be completely removed where possible. Abandoned wiring that cannot be removed shall be rendered unusable for future use before final approval shall be given for the new wiring.

(fc) *Additions to existing wiring* . Where additions or extensions are made, and part of the existing wiring remains in use, and if defects exist in same, the existing wiring must be corrected and shall meet standards for new work.

(gd) *Electrical service upgrade required* . The electrical service shall be upgraded on a structure when electrical power is disconnected for any of the following conditions:

- (1) Dangerous or unsafe electrical hazards;
- (2) Substantial damage to electrical service over fifty percent (50%);
- (3) Loss of electrical power for a period of one (1) year or longer.

(eh) *Electrical system upgrade required (total rewire)* . The electrical system shall be upgraded on a structure when any of the following occur:

- (1) Dangerous or unsafe electrical hazards.
- (2) Substantial damage to electrical system over fifty percent (50%).
- (3) Change from residential use to commercial use. For the purpose of this section, apartment dwellings are considered residential use and hotel/motel structures are considered commercial use.

(fi) *Service masts as supports* . In addition to the requirements in the NEC, section 230-28, all service masts installed as support for service-drop conductors shall meet the following:

- (1) Only service-drop conductors shall be permitted to be attached to a service mast.
- (2) Service conduit extending through the roof and used for a service support shall be sealed at the roof with an approved flashing and extend a minimum of thirty of thirty-six (36) inches above the roof. Such service conduit shall be anchored just before entering the roof.
- (3) A minimum size of two (2) inches rigid conduit shall be used for service mast. E.M.T. or I.M.C are not acceptable for service masts supports.

(jg) *Services—general* . In addition to the requirements in the NEC, Section 230, all services installed shall meet the following:

- (1) All entrance service conductors shall be enclosed in galvanized conduit or electrical metallic tubing. A minimum of one and one-quarter inch (1-1/4") conduit shall be used for service other than for service masts.
- (2) Length of outside service wire extension beyond service weatherhead shall not be less than (1) one foot.

(3) Unless otherwise allowed in Section 230 of the adopted NEC. ~~Multiple~~ tenant or lease space buildings shall have only (1) electrical service meter allowed for each individual

tenant space. Reconfigured tenant spaces that combine the interior, through doors or other access points, of two or more originally separate tenant spaces in order to serve one (1) tenant exclusively shall be required to remove all but one (1) electrical service meter.

~~(4) — Each service shall be supplied with two (2) five eighths inch by eight (8) feet ground rods spaced a minimum of six (6) feet apart. Other grounding methods may be used with special permission from the code building official.~~

(kh) *Electrical metallic tubing installation.* Electrical metallic tubing shall not be permitted for direct burial in earth or installed in or under concrete on grade or below grade. (REF. NEC Article 348-10 Uses Permitted.)

(li) *Main disconnects .* Service entrance conductors hereafter installed on all buildings, shall require a single main disconnect (limited to six (6) overcurrent devices) or manual shunt-trip device located outside the building or structure. When a remote shunt-trip button is installed, it shall be located on the exterior of the building or structure and shall have a visual indication that the service has been disconnected when the trip has been activated. The shunt-trip button shall be in a sturdy, exterior cabinet that can be secured with a padlock. The cabinet shall be permanently marked on the exterior, stating "shunt-trip disconnect."

(Ord. No. 02-24, § I, 5-28-02; Ord. No. 06-18, § I, 2-14-06; Ord. No. 09-016, § I, 2-24-09; Ord. No. 11-009, § I, 2-8-11; Ord. No. 15-061, § I, 10-27-15)

~~Sec. 8 221. — Additional residential requirements for one and two family dwellings, townhouses, and apartment use buildings.~~

~~(a) — Heating unit conductors . Feeders and branch circuits for heating units in dwelling units shall be copper conductors.~~

~~(b) — Appliance circuits and receptacles .~~

~~(1) — Receptacle outlets installed in the kitchen and dining room of each dwelling shall have a maximum of three (3) duplex receptacles on each 20 amp small appliance circuit. Such receptacles shall be rated twenty (20) amps. Note: Fifteen (15) amp rated receptacles shall not be allowed on such circuits.~~

~~(2) — Dedicated circuits shall be required for refrigerator, disposal, built in microwave, washing machine, furnace, bathroom heater, trash compactor, and dishwasher.~~

~~(3) — Single duty receptacle shall be required for each refrigerator, disposal, built in microwave, washing machine, trash compactor or dishwasher.~~

~~(c) — Circuit limitations . In areas other than kitchens and dining rooms, no more than eight (8) receptacle and/or lighting fixture outlets shall be connected to any one (1) circuit, whether the outlets are ceiling or wall outlets.~~

~~(Ord. No. 02 24, § I, 5 28 02; Ord. No. 09 016, § I, 2 24 09; Ord. No. 11 009, § I, 2 8 11)~~

Sec. 8-222. - Additional commercial requirements for hotel, motel, and other non-residential use buildings or structures.

- (a) *Wiring requirements* . ~~Service entrance cable shall be prohibited in all nonresidential buildings and residential buildings over three (3) stories tall. In addition, a~~ All electrical wiring installed in nonresidential buildings and dwelling buildings over three (3) stories tall shall be installed with code approved conduit materials and methods. Non-metallic sheathed cable (Romex type wire) shall not be used. ~~one (1) of the following methods:~~

~~(1) — Electrical metallic tubing (EMT);~~

~~(2) — Surface metal raceway;~~

~~(3) — Electrical nonmetallic tubing (ENT) shall be allowed in walls only;~~

~~(4) — Metal clad cable (MC) shall be allowed in walls and used to connect to lighting fixtures with a maximum length of ten (10) feet;~~

~~(5) — Rigid metal pipe.~~

- (b) *Receptacle requirements* .

~~(1) — Minimum of one (1) receptacle shall be required for each interior wall four (4) feet or longer of occupied space. Walls over fifteen (15) linear feet shall have receptacles spaced no greater than thirty (30) feet apart, measured horizontally around the interior walls at the floor level.~~

~~(2) — Receptacle circuits and outlets for counter spaces in kitchen, break room or similar areas shall be installed in accordance with subsection 8-221(b) above.~~

~~(3) —~~ Receptacles and switches in commercial buildings shall be rated a minimum of twenty (20) ampere.

- (c) *Minimum building service* . Except for small unoccupied buildings and structures such as ATM booths, billboards, and similar uses ~~A~~ all nonresidential buildings shall have a minimum of a two hundred (200) ampere service.

\*\*\*\*\*

## DIVISION 5. - PLUMBING CODE

**Sec. 8-240. - Adopted.**

**Sec. 8-240. - Adopted.**

There is hereby adopted by the city the International Plumbing Code, 2018~~2015~~ Edition, together with Appendices B (Rates of Rainfall for Various Cities, C (Structural Safety), D (Degree Day and Design Temperatures, and E (Sizing of Water Pipe System) and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in

full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-241. - Amendments.**

| The following sections of the International Plumbing Code, ~~2018~~2015 Edition, together with Appendices B, C, D and E, and amendments, are hereby amended to read as follows:

| (1) Section 101.1 of the International Plumbing Code, ~~2018~~2015 Edition, is amended to read as follows:

“101.1 *Title*. These regulations shall be known as the plumbing code of the City of Killeen, hereinafter referred to as “this code.”

| (2) Section 305.4.1 of the International Plumbing Code, ~~2018~~2015 Edition, is amended to read as follows:

" 305.4.1 *Building Sewers*. Building sewers that connect to private sewage systems shall be a minimum of 6 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches below grade."

| (3) Section 903.1 of the International Plumbing Code, ~~2018~~2015 Edition, is amended to read as follows:

" 903.1 *Roof extension*. All open vent pipes that extend through a roof shall be terminated at least 6 inches (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall terminate at least 7 feet (2,134 mm) above the roof."

**Secs. 8-242—8-259. - Reserved.**

**DIVISION 6. - FUEL GAS CODE**

**Sec. 8-260. - Adopted.**

| There is hereby adopted by the city the International Fuel Gas Code, ~~2018~~2015 Edition, together with Appendix A (Sizing and Capacities of Gas Piping), B (Sizing of Vent Systems), C (Exit Terminations), D (Recommended Procedures for Safety Inspections) and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-261. - Amendments.**

The following sections of the International Fuel Gas Code, ~~2018~~2015 Edition, are hereby amended to read as follows:

(1) Section 101.1 of the International Fuel Gas Code, ~~2018~~2015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the fuel gas code of the City of Killeen, hereinafter referred to as "this code."

(2) Section 406.4.1 of the International Fuel Gas Code, ~~2018~~2015 Edition, is amended by amending sections 406.4.1 and 406.4.2 to read as follows:

" *406.4.1 Test pressure.* The test pressure to be used shall be no less than 1 1/2 times the proposed maximum working pressure but not less than 10 psig (69 kPa gauge) and the test gauge shall not be rated higher than 30 PSI, or at the discretion of the code official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer, low pressure diaphragm gauge or slope gauge. For welded piping, and for piping carrying gas at pressures in excess of 0.5 psig or fourteen (14) inches water column pressure (3.48 kPa), the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa). Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

*406.4.2 Test duration.* Test duration for residential dwellings shall be not less than 10 minutes. For larger piping systems the code official may require a longer test duration, not to exceed 24 hours."

**Secs. 8-262—8-279. - Reserved.**

## **DIVISION 7. - MECHANICAL CODE**

**Sec. 8-280. - Adopted.**

There is hereby adopted by the city the International Mechanical Code, ~~2018~~2015 Edition, together with Appendix A (Chimney Connector Pass-Throughs), and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-281. - Amendments.**

The following sections of the International Mechanical Code, 20182015 Edition, are hereby amended to read as follows:

(1) Section 101.1 of the International Mechanical Code, 20182015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the mechanical code of the City of Killeen, hereinafter referred to as "this code."

**Secs. 8-282—8-299. - Reserved.**

**DIVISION 8. - ENERGY CONSERVATION CODE**

**Sec. 8-300. - Adopted.**

There is hereby adopted by the city the International Energy Conservation Code, 20182015 Edition, together with Appendix RA (Solar-Ready Provisions) with amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-301. - Amendments.**

The following sections of the International Energy Conservation Code, 20182015 Edition, are hereby amended to read as follows:

(1) Section 101.1 of the International Energy Conservation Code, 20182015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the energy conservation code of the City of Killeen, hereinafter referred to as "this code."

**Secs. 8-302—8-309. - Reserved.**

**DIVISION 9. – SWIMMING POOL AND SPA CODE**

**Sec. 8-310. - Adopted.**

There is hereby adopted by the city the International Swimming Pool and Spa Code, 20182015 Edition, together with amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.



Sec. 8-311. - Amendments.

The following sections of the International Swimming Pool and Spa Code, 20182015 Edition, are hereby amended to read as follows:

(1) Section 101.1 of the International Swimming Pool and Spa Code, 20182015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the swimming pool and spa code of the City of Killeen, hereinafter referred to as "this code."

**Secs. 8-312—8-319. - Reserved.**

**DIVISION 10. - PROPERTY MAINTENANCE CODE**

**Sec. 8-320. - Adopted.**

There is hereby adopted by the city the International Property Maintenance Code, 20182015 Edition, and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-321. - Amendments.**

The following sections of the International Property Maintenance Code, 20182015 Edition, and amendments, are hereby amended to read as follows:

(1) Section 101.1 of the International Property Maintenance Code, 20182015 Edition, is amended to read as follows:

" *101.1 Title.* These regulations shall be known as the property maintenance code of the City of Killeen, hereinafter referred to as "this code."

~~(2)—Section 102.7 of the International Property Maintenance Code, 2015 Edition, is amended to read as follows:~~

~~" *102.7 Referenced codes and standards.* The codes and standards referenced in this code shall be those that are listed in this chapter, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where the requirements of referenced standards or manufacturer's installation instructions do not conform to minimum provisions of this code, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC Electrical Code shall mean the Electrical Code as adopted."~~

(32) Section 103.5 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended to read as follows:

" *103.5 Fees* . The fees for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. The fee for activities and services performed by the department in carrying out its responsibilities under the property maintenance code shall be as indicated in section 8-11 of the City of Killeen Code of Ordinances."

(43) Section 106.4 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended to read as follows:

"*106.4 Violation penalties* . Persons who shall violate a provision of this code or fail to comply therewith, or fail to comply with any of the requirements thereof or who shall erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit issued under the provisions of this code, shall be guilty of a Class C misdemeanor, punishable by a fine of not more than \$2,000 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense."

(54) Section 107.1 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended to read as follows:

" *107.1 Notice to owner or to person or persons responsible* . Whenever the ~~code~~building official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given to the owner or the person or persons responsible therefore in the manner prescribed in sections 107.2 and 107.3."

(65) Section 108 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended by amending section 108.1 and by deleting sections 108.1.1 through 108.7 to read as follows:

" *108.1 General*. When a structure or equipment is found by the ~~code~~building official to be unsafe, dilapidated, imminently dangerous, found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of article V of chapter 8 of the code of ordinances."

(6) Section 109 of the International Property Maintenance Code, 2018 Edition, is amended by deleting it in its entirety.

(7) Section 110 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended by deleting it in its entirety.

(8) Section 111 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended by amending section 111.1 and by deleting sections 111.2 through 111.8 to read as follows:

## " SECTION 111 CONSTRUCTION BOARD OF APPEALS

*111.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

(9) Section 302.4 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended to read as follows:

" *302.4 Weeds.* All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches (304.8 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."

(10) Section 302.7 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended to add Section 302.7.1 to read as follows:

" *302.7.1 Fence Maintenance.*

For the purposes of the chapter, fence shall be as defined in Chapter 31, Division 10 of the Killeen Code of Ordinances.

All fences shall be maintained as follows:

- a. Fences shall not be out of vertical alignment more than one (1) foot from the true vertical (90 degree angle from adjacent grade) measured at the top of the fence.
- b. Any and all broken, loose, damaged, insect damaged, or missing parts (i.e., slats, posts, wood rails, bricks, panels) shall be replaced or repaired within thirty (30) days of notification of non-compliance. Fences enclosing swimming pools or spas must be repaired immediately.
- c. Repairs of any nature shall be made with materials of comparable composition, color, size, shape, and quality of the original fence to which the repair is being made. Nothing herein shall be construed so as to prohibit the complete removal of a fence, unless such fence encloses a swimming pool or spa or the fence is required for screening purposes in accordance with Chapter 31 - Zoning."

(11) Section 304.14 of the International Property Maintenance Code, ~~2018~~2015 Edition, is amended to read as follows:

" *304.14 Insect screens.* Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be

included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitted screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every ~~swing~~screen door used for insect control shall have a self-closing device in good working condition.

*Exception:* Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed."

(12) Sections 602.3 and 602.4 of the International Property Maintenance Code, ~~2018~~2015 Edition, are amended to read as follows:

" 602.3 *Heat supply.* Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

*Exception:* When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

602.4 *Occupied work spaces.* Indoor occupiable work spaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the space is occupied.

*Exceptions:*

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

**Secs. 8-322—8-339. - Reserved.**

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## **ARTICLE V. - UNSAFE BUILDINGS OR OTHER STRUCTURES**

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### **DIVISION 2. - ENFORCEMENT AND ABATEMENT**

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Sec. 8-385. - Notice of hearing.

- (a) Notice of the public hearing required under section 8-384 shall be sent to the owner of record, lienholder, and mortgagee of the affected property. The notice shall be served at least ~~fifteen~~<sup>thirty</sup> (30~~15~~) calendar days there from prior to the hearing date. The notice may be served personally or by certified mail, return receipt. The executed return receipt shall be prima facie evidence of service. If the owner of record, lienholder, or mortgagee of the building cannot be identified, the city shall make a diligent effort, use its best efforts, or make a reasonable effort to determine the identity and address of an owner, a lienholder, or mortgagee. If a notice is mailed according to this subsection and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice shall be deemed to be delivered.

**SECTION II.** That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION III.** That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION IV.** That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION V.** That this ordinance shall be effective on January 1, 2019.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

**APPROVED**

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Jose L. Segarra, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

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Lucy Aldrich, CITY SECRETARY

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Kathryn H. Davis, CITY ATTORNEY



# 2018 INTERNATIONAL BUILDING CODE ADOPTION

OR-18-016

November 13, 2018

# Purpose

2

## **Adopt new codes:**

- ❑ Moving From 2015 to 2018 I-Codes
- ❑ Moving From 2014 to 2017 NEC
- ❑ Update Local Amendments  
(Chapter 8)





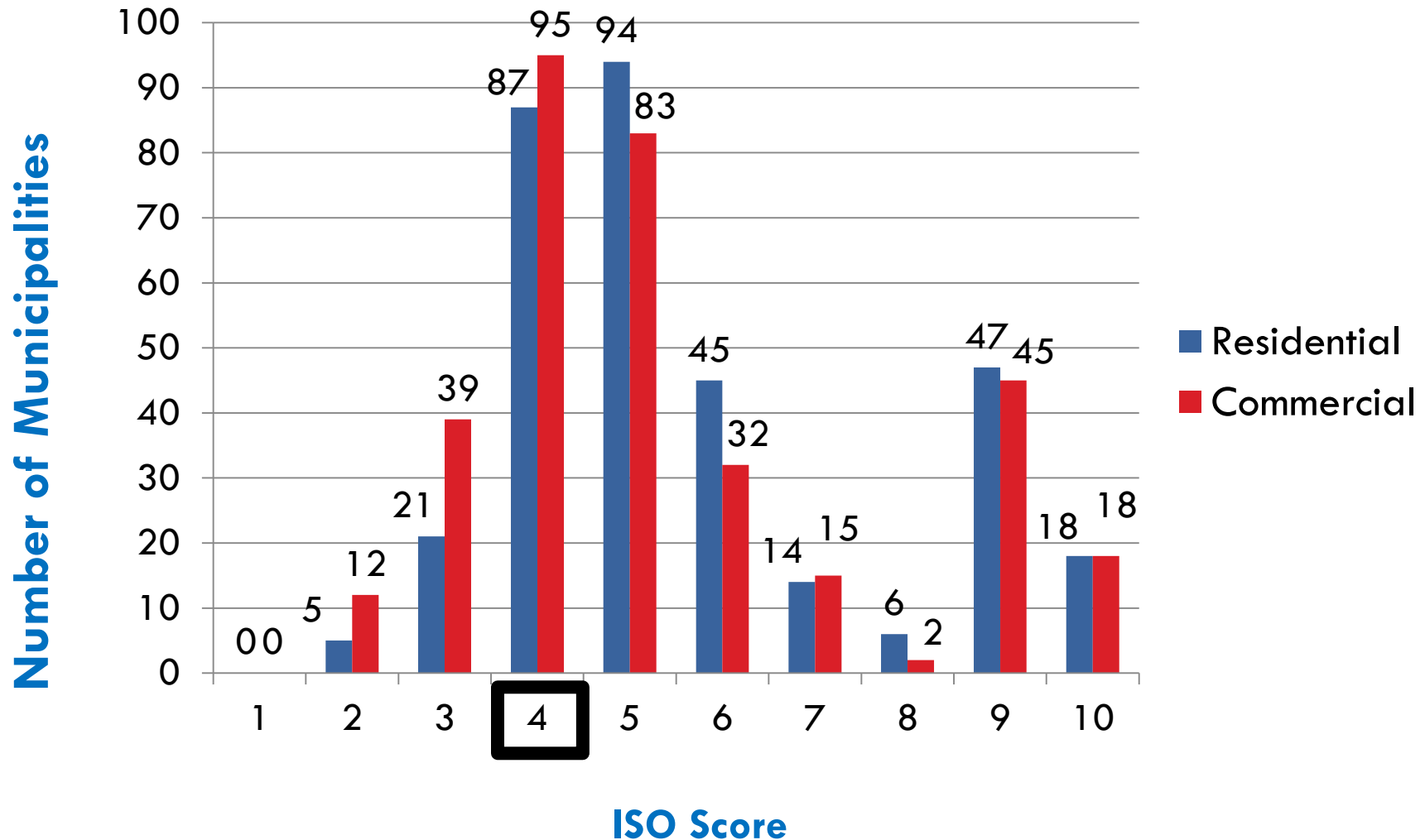
# Benefits of Adopting New Codes

3

- ❑ Provide the highest quality codes, standards and options for building construction.
- ❑ Protect the health, safety and welfare of the community by requiring safe buildings.
- ❑ Provide minimum standards for energy-efficient buildings.
- ❑ Maintain and improve our Insurance Services Office (ISO) Rating (property insurance rates).

# ISO's Building Code Effectiveness Grading Schedule (Texas)

4



# Proposed Fee Changes

5

- ❑ **Increase new single-family fee rate.**
  - ▣ Current fee rate is 11.5¢ per ft<sup>2</sup> (since 2005) to 13¢ per ft<sup>2</sup>.
  - ▣ New 1,500 ft<sup>2</sup> home permit fee will increase by \$22.50.
  - ▣ Other area cities fee ranges from 10¢ to 17¢ per ft<sup>2</sup>.
- ❑ Replace “Shell Building” fee table with “New Construction” fee table.
- ❑ Create escalating 30-day Temporary CO fees (\$90, \$180, \$270)
- ❑ Merge Curb Cut Permit Fee (\$23) and Street Cut Permit Fee (\$56) into one new Right-of-Way permit Fee (\$50).

# Significant Code Changes

6

- ❑ Smoke and Carbon Monoxide Alarms are required when alterations, repairs or additions require permits.
- ❑ New safety regulations for solar panels.
- ❑ New clarifications for deck construction, wall framing over 10 ft. tall, and roof framing.
- ❑ Safety devices required for quick closing plumbing valves (washing machine, etc.)

# Significant Code Changes (cont.)

7

- ❑ Provides more options for energy code compliance.
- ❑ Mixed residential and commercial building energy uses shall be designed separately.
- ❑ School occupancies have been given enhanced security measures for locking arrangements designed to keep intruders out.
- ❑ The state of Texas through Texas Department of Licensing and Regulations (TDLR) has adopted the 2017 NEC effective September 1, 2017.
- ❑ Removed older local electrical amendments to align with new state adopted electrical code.

# Alternatives

8

- ☐ Approve ordinance as amended.
- ☐ Delay adoption until the 2021 Codes are available.
- ☐ Don't do anything.

# Recommendation

9

- The **Construction Board** held a public hearing on 10/11/2018 and recommends the adoption of the new construction codes as amended along with minor administrative and fee changes to Chapter 8 –Building and Construction Regulations effective January 01, 2019.



# City of Killeen

## Legislation Details

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**File #:** PH-18-035    **Version:** 1    **Name:** 2018 JAG Grant  
**Type:** Resolution/Public Hearing    **Status:** Public Hearings  
**File created:** 10/4/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** HOLD a public hearing to provide citizens the opportunity to comment, and City Council to discuss and consider the Interlocal Agreement and application of the Edward Byrne Memorial Justice Assistance Grant (JAG) for FY 2018.  
**Sponsors:** Police Department  
**Indexes:** JAG Grant  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[JAG 2018 Inter-Local Agreement](#)  
[JAG 2018 Local Terms and Conditions Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		
11/6/2018	1	City Council Workshop		





## STAFF REPORT

**DATE:** November 06, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Charles Kimble, Chief of Police

**SUBJECT:** FY 2018 JAG Grant Award

### **BACKGROUND AND FINDINGS:**

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

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

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

JAG funding for Fiscal Year 2018 will be \$82,370. An agreement has been made to distribute the program award as follows: City of Killeen \$41,596, City of Temple \$18,534, and Bell County \$22,240.

The Killeen Police Department anticipates purchasing equipment to supply a Mobile Field Force that will be designed to provide rapid, organized and disciplined response to civil disorder, crowd control or other large scale incidents.

### **THE ALTERNATIVES CONSIDERED:**

#### **Which alternative is recommended? Why?**

- 1) Find another source of funding to purchase the requested Mobile Field Force equipment.
- 2) Not purchase equipment to outfit a Mobile Field Force.
- 3) Accept these funds and utilize them to help purchase equipment to supply a Mobile Field Force program for the Police Department

Alternative number three is recommended as these are non-matching funds and will allow the department to implement Mobile Field Force program that would very likely not be possible otherwise due to lack of budgeted funding.

**CONFORMITY TO CITY POLICY:**

Acceptance of this grant conforms to City policy.

**FINANCIAL IMPACT:**

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

The maximum expenditure for Killeen will be \$41,596. The length of the award is from October 1, 2017 to September 30, 2021. There are no City matching funds required.

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

One-time expenditure.

**Is this expenditure budgeted?**

No.

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

Federal JAG grant funds.

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

No. A budget amendment is required once the funds are awarded.

**RECOMMENDATION:**

Staff recommends that City Council approve the submission of the 2018 Edward Byrne Memorial Justice Assistance Grant through the Killeen Police Department on behalf of all parties involved; the City Manager to sign the Inter-local agreement; and to permit the Killeen Police Department to allocate and administer the duties required by the grant.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

JAG 2018 Inter-Local Agreement  
JAG 2018 Local Terms & Conditions

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**BETWEEN COUNTY OF BELL, CITY OF KILLEEN, AND CITY OF TEMPLE  
2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2018, by and between **The County of Bell**, State of Texas, acting by and through its governing body, hereinafter referred to as **COUNTY**, and the **City of Killeen**, Texas, a municipal corporation, acting by and through its governing body, hereinafter referred to as **KILLEEN**, and the **City of Temple**, Texas, as municipal corporation, acting by and through its governing body, hereinafter referred to as **TEMPLE**.

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

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

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

**WHEREAS**, the Department of Justice has made a grant award of \$82,370 to be allocated by COUNTY, KILLEEN and TEMPLE; and

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

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

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

**Section 1.**

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

## **Section 2.**

Unless otherwise terminated, the term of this agreement shall begin on the date JAG funds are issued, and shall continue in effect until all funds are expended, but in no event shall this agreement continue beyond forty eight (48) months after the project start date of October 1, 2017.

## **Section 3.**

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

## **Section 4.**

JAG has allocated \$82,370 to COUNTY, KILLEEN and TEMPLE. JAG has distributed the funds as follows:

- a. COUNTY will receive \$0
- b. KILLEEN will receive \$68,264
- c. TEMPLE will receive \$14,106

In order to provide COUNTY with a portion of the funding, KILLEEN agrees to reduce their original allocation. The adjusted anticipated \$82,370 award (reduced by administration fee of \$8,237 to Killeen) will be allocated per agreement to COUNTY, KILLEEN and TEMPLE as follows:

- a. COUNTY will receive \$24,711 or 30% (less 2,471) = \$22,240
- b. KILLEEN will receive \$37,066 or 45% (plus \$2,471 and \$2,059) = \$41,596 and
- c. TEMPLE will receive \$20,593 or 25% (less \$2,059) = \$18,534.

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

## **Section 5.**

Pursuant to the terms of the grant, the parties agree to expend \$82,370 from the 2018 Byrne Justice Assistance Grant Program by a date not than later forty eight (48) months after the project start date of October 1, 2017.



### **Section 6.**

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

### **Section 7.**

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

**To COUNTY at:**                    **Bell County Sheriff's Office**  
   **P.O. Box 768**  
   **Belton, TX 76513**  
   **Email: [Jon.Burrows@bellcounty.texas.gov](mailto:Jon.Burrows@bellcounty.texas.gov)**

**To KILLEEN at:**                    **City of Killeen**  
   **101 N. College**  
   **Killeen, TX 76541**  
   **Email: [rolson@killeentexas.gov](mailto:rolson@killeentexas.gov)**

**To TEMPLE at:**                    **City of Temple**  
   **2 North Main Street**  
   **Temple, TX 76501**  
   **Email: [bmyers@templetx.gov](mailto:bmyers@templetx.gov)**

### **Section 8.**

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

### **Section 9.**

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

**Section 10.**

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

**Section 11.**

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

**Section 12.**

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

**Section 13.**

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

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

City of Killeen, Texas

City of Temple, Texas

County of Bell, Texas

\_\_\_\_\_  
City Manager  
Ronald L.Olson

\_\_\_\_\_  
City Manager  
Brynn Myers

\_\_\_\_\_  
Jon Burrows, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

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



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

# **Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2018 Local Solicitation**

**Applications Due: August 22, 2018**

## **Eligibility**

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as [Appendix A](#).

In addition, as discussed further [below](#), in order to validly accept a Fiscal Year (FY) 2018 JAG award, the chief legal officer of the applicant unit of local government must properly execute, and the unit of local government must submit, the specific certifications regarding compliance with certain federal laws attached to this solicitation as [Appendix B](#) and [Appendix C](#). (Note: this requirement does not apply to Indian tribal governments.) (The text of the relevant federal laws appears in [Appendix D](#).)

Eligible allocations under JAG are posted annually on the [JAG web page](#).

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

## Deadline

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 5 p.m. eastern time on August 22, 2018.

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

## Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at [grants@ncjrs.gov](mailto:grants@ncjrs.gov) **within 24 hours after the application deadline** in order to request approval to submit its application. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in [How to Apply](#) in [Section D. Application and Submission Information](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Release date: July 20, 2018



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# **Edward Byrne Memorial Justice Assistance (JAG) Grant Program FY 2018 Local Solicitation CFDA #16.738**

## **A. Program Description**

### **Overview**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2018 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

**Statutory Authority:** The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10158), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

### **Program-specific Information**

#### **Permissible uses of JAG Funds – In general**

In general, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used for any purpose indicated in [Appendix F](#).

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime

prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Under the JAG Program, units of local government may also use award funds for broadband deployment and adoption activities as they relate to criminal justice activities.

### **Limitations on the use of JAG funds**

*Prohibited uses of funds* – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist**, making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft\*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

**\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

For information related to requesting a waiver to obtain BJA certification for a listed prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the [JAG FAQs](#).

*Cap on use of JAG award funds for administrative costs* – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

*Prohibition of supplanting; no use of JAG funds as match* – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, as discussed under [What An Application Should Include](#), the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

*Other restrictions on use of funds* – If a unit of local government chooses to use its FY 2018 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions:

- **Body-Worn Cameras (BWC)**

A unit of local government that proposes to use FY 2018 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

**The BJA [BWC Toolkit](#) provides model BWC policies and best practices to assist departments in implementing BWC programs.**

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- **Body Armor**

Body armor purchased with FY 2018 JAG funds may be purchased at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable [National Institute of Justice \(NIJ\) ballistic or stab standards](#). Further, body armor purchased with FY 2018 JAG funds must be made in the United States, and must be “uniquely fitted.” See 34 U.S.C. § 10202(c)(1)(A). For a definition of “uniquely fitted” and more information about requirements associated with body armor purchases, see the [JAG FAQs](#).

A unit of local government that proposes to use FY 2018 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: [www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf](http://www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf).

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at [vests@usdoj.gov](mailto:vests@usdoj.gov) or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. *It is also important to note that eligibility for the BVP Program is impacted by a local jurisdiction's use of funds under a local JAG award to purchase body armor.* For additional information on the BVP Program, and eligibility restrictions related to receipt of JAG funding, review the [BVP FAQs](#).

▪ Interoperable Communications

Units of local government (and subrecipients) that use FY 2018 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order) should review [FY 2018 SAFECOM Guidance](#). The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2018 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the fulltime Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact [OEC@hq.dhs.gov](mailto:OEC@hq.dhs.gov). All communications equipment purchased with FY 2018 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information sharing projects funded with FY 2018 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to

promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://www.it.ojp.gov/gsp\\_grantcondition](https://www.it.ojp.gov/gsp_grantcondition). Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance to the GSP and an appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration. FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). The NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission critical voice communications will continue to occur on land mobile radio, in time, FirstNet is expected to provide the public safety entities with mission critical broadband data capabilities and services including, but not limited to: messaging; image sharing; video streaming; group text; voice; data storage; applications; location-based services; and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21<sup>st</sup> century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service once your state or territory opts in, visit [www.FirstNet.gov](http://www.FirstNet.gov). To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state plan's process, FirstNet's history and promise, and how it plans to ensure the FirstNet network meets the needs of public safety—every day and in every emergency—visit [www.FirstNet.gov](http://www.FirstNet.gov) or contact [info@firstnet.gov](mailto:info@firstnet.gov).

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database  
If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

- Entry of Records into State Repositories  
As appropriate and to the extent consistent with law, a condition may be imposed that would require the following: With respect to any “program or activity” that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations, a system must be in place to ensure that all such



NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

### **Requirements specific to “disparate” jurisdictions**

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not; yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality’s award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county’s award amount.
- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county’s award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to:

[www.bja.gov/Funding/JAGMOU.pdf](http://www.bja.gov/Funding/JAGMOU.pdf).

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to “applicant” or “recipient” includes each fiscal agent applying on behalf of a disparate group. Further, “subrecipients” includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

### **Required compliance with applicable federal laws**

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2018 JAG award must certify that the unit of local government will “comply with all provisions of [the JAG Program statute] and all other applicable Federal laws.” To satisfy this requirement, each unit of local government applicant must submit three properly executed certifications using the forms shown in Appendices A, B, and C.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a



certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2018 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

### **National Incident-Based Reporting System (NIBRS) 3 percent set-aside**

In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. See 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI's 2021 NIBRS compliance deadline, beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2018 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction receives a waiver from the BJA Director, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

Units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, may submit a waiver to the BJA Director requesting an exemption from the 3 percent set-aside requirement. The waiver request from an appropriate local official must clearly state that the unit of local government has been certified as NIBRS compliant by their state, or directly by the FBI, and should be submitted with the application, or, as appropriate, through request for a Grant Adjustment Notice after an award is made. In any instance in which a waiver

request is submitted, the unit of local government must retain documentation on file that demonstrates the state or FBI certification of NIBRS-compliance. Such documentation must be made available for BJA review, upon request. The BJA Director will review all requests for waivers. If approved, states will not be subject to the 3 percent set-aside requirement.

Note: U.S. Territories and tribal jurisdictions will not be subject to the 3 percent set-aside for NIBRS-compliance until FY 2019. Tribal jurisdictions and the five U.S. territories are strongly encouraged to dedicate a portion of JAG funding to NIBRS conversion; however, this is not a requirement for FY 2018 JAG funding. Utilizing this phased-in approach will allow the territories and tribal jurisdictions to plan for the change in funding direction and provide BJA with time to coordinate or provide any necessary technical assistance surrounding this topic.

### **BJA Areas of Emphasis**

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2018 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages states to tailor their programs to the local crime issues, and to be data-informed in their work. States should consider investing JAG funds in programs to combat gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. States are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the *Preliminary 2017 Law Enforcement Officer Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), as of December 28, 2017, there were 128 law enforcement line-of-duty deaths nationwide in 2017. Firearms-related deaths were the second leading cause of law enforcement deaths (44) in 2017, according to the NLEOMF report. Of those deaths, the leading circumstance was officers shot while responding to a domestic disturbance (7), followed by traffic enforcement, investigative activities, and dealing with a suspicious person or vehicle—6 instances in each circumstance. Additionally, deaths due to circumstances other than firearms- or traffic-related deaths increased by 61 percent in 2017, with 37 deaths compared to 23 in 2016. Sixteen of those deaths were due to job-related illnesses, including 10 due to heart attacks.

Based on the latest reports (2016 and 2015) from the FBI's *Law Enforcement Officers Killed and Assaulted* (LEOKA) data, there appeared to be a continuing increase in assaults between 2015 and 2016. There were 57,180 assaults in 2016 versus 50,212 in 2015. Of those, 16,535 resulted in officer injuries in 2016 compared to 14,281 in 2015. The 2016 LEOKA reports that

there were 17 officers killed in ambush situations, which is an increase from 2015 when 4 officers were killed in ambush situations.

BJA sees a vital need to focus not only on tactical officer safety concerns, but also on health and wellness as they affect officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages states to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the [BJA VALOR Initiative](#), as well as funding for health and wellness programs for law enforcement officers.

**Border Security** – Securing U.S. borders (and internationally accessible waterways and -airports) is critically important to the reduction and prevention of transnational drug-trafficking networks and combating all forms of human trafficking within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from and within the United States contribute to a significant increase in violent crime and U.S. deaths. BJA encourages units of local government to enhance border, waterway, and port security by using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as cooperation and coordination among federal, state, local, and tribal law enforcement agencies.

**Collaborative Prosecution and Law Enforcement** – BJA supports strong partnerships between prosecutors and law enforcement, at all levels of government, in order to help take violent offenders off the street. BJA strongly encourages state and local law enforcement agencies to foster strong partnerships with federal law enforcement agencies, and with their own prosecutors, as well as federal prosecutors, to adopt new, cost-effective, collaborative strategies to reduce crime, particularly violent crime. (BJA's Innovative Prosecution Solutions Initiative is a related effort to promote partnerships between prosecutors and researchers to develop and deliver effective, data-driven, evidence-based strategies to solve chronic problems and fight crime.)

### **Objectives and Deliverables**

In general, the FY 2018 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a state that receives an FY 2018 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives and deliverables are directly related to the JAG Program accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

### **Evidence-based Programs or Practices**

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP CrimeSolutions.gov website at <https://www.crimesolutions.gov/> is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through BJA's Matrix Demonstration Project. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages states to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

### **Information Regarding Potential Evaluation of Programs and Activities**

The Department of Justice has prioritized the use of evidence-based programming and deems it critical to continue to build and expand the evidence informing criminal and juvenile justice programs and crime victim services to reach the highest level of rigor possible. Therefore, applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. Recipients and subrecipients will be expected to cooperate with program-related assessments or evaluation efforts, including through the collection and provision of information or data requested by OJP (or its designee) for the assessment or evaluation of any activities and/or outcomes of those activities funded under this solicitation. The information or data requested may be in addition to any other financial or performance data already required under this program.

### **BJA Success Stories**

The BJA-sponsored [Success Stories](#) web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a state has a success story it would like to submit, it may be submitted through [My BJA account](#), using "add a Success Story" and the Success Story Submission form. Register for a My BJA account using this [registration](#) link.

## B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000.

Awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2017 through September 30, 2021. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2017 through September 30, 2019. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### Type of Award

BJA expects that any award under this solicitation will be in the form of a grant. See [Statutory and Regulatory Requirements; Award Conditions](#), under [Section F. Federal Award Administration Information](#), for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but

instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to “disparate” jurisdictions are summarized [above](#)).

### **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities<sup>1</sup>) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor [the recipient’s (and any subrecipient’s)] compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand the administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available at <https://ojpfgm.webfirst.com/>. (This training is required for all OJP award recipients.)

Also, applicants should be aware that OJP collects information from applicants on their financial management and systems of internal controls (among other information) which is used to make award decisions. Under [Section D. Application and Submission Information](#), applicants may access and review the OJP Financial Management and System of Internal Controls Questionnaire (<https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf>) that OJP requires **all** applicants (other than an individual applying in his/her personal capacity) to download, complete, and submit as part of the application.

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<sup>1</sup> For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

<sup>2</sup> The “Part 200 Uniform Requirements” refers to the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

## **Budget and Financial Information**

Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)).

Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis.

**For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.**

## **Cost Sharing or Match Requirement**

The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

## **Pre-agreement Costs (also known as Pre-award Costs)**

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.)

Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm> for more information.

## **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such



events, available at:

<https://www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm>. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

### **Costs Associated with Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the “Civil Rights Compliance” section under “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](#)” in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

## **C. Eligibility Information**

For information on eligibility, see the title page.

Note that, as discussed in more detail below, the certifications regarding compliance with certain federal laws. (See Appendices B and C) must be executed and submitted before a unit of local government (other than an Indian tribal government) can make a valid award acceptance. Also, a unit of local government may not access award funds (and its award will include a condition that withholds funds) until it submits a properly executed “Certifications and Assurances by Chief Executive of Applicant Government.” (See Appendix A).

## **D. Application and Submission Information**

### **What an Application Should Include**

This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

NOTE: OJP has combined the Budget Detail Worksheet and Budget Narrative in a single document collectively referred to as the Budget Detail Worksheet. See “Budget Information and Associated Documentation” below for more information about the Budget Detail Worksheet and where it can be accessed.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet,” “Timelines,” “Memoranda of Understanding,”



“Résumés”) for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Please review the “Note on File Names and File Types” under [How to Apply](#) to be sure applications are submitted in permitted formats.

**In general, if a unit of local government fails to submit required information or documents, OJP either will return the unit of local government’s application in the Grants Management System (GMS) for submission of the missing information or documents, or will attach a condition to the award that will withhold award funds until the necessary information and documents are submitted. (As discussed elsewhere in this solicitation, the certification regarding compliance with certain federal laws—which are set out at [Appendix B](#) and [Appendix C](#)—will be handled differently. Unless and until those certifications are submitted, the unit of local government (other than an Indian tribal government) will be unable to make a valid acceptance of the award.)**

#### **1. Information to Complete the Application for Federal Assistance (SF-424)**

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

To avoid processing delays, an applicant must include an accurate legal name on its SF-424. Current OJP award recipients, when completing the field for “Legal Name,” should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP’s financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. An applicant with a current, active award(s) must ensure that its GMS profile is current. If the profile is not current, the applicant should submit a Grant Adjustment Notice updating the information on its GMS profile prior to applying under this solicitation.

A new applicant entity should enter its official legal name, its address, its EIN, and its Data Universal Numbering System (DUNS). A new applicant entity should attach official legal documents to its application (e.g., articles of incorporation, 501(c)(3) status documentation, organizational letterhead) to confirm the legal name, address, and EIN entered into the SF-424. OJP will use the System for Award Management (SAM) to confirm the legal name and DUNS number entered in the SF-424; therefore, an applicant should ensure that the information entered in the SF-424 matches its current registration in SAM. See the [How to Apply](#) section for more information on SAM and DUNS numbers.

#### **Intergovernmental Review:**

This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: [https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental -Review- SPOC\\_01\\_2018\\_OFFM.pdf](https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental-Review-SPOC_01_2018_OFFM.pdf). If the state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 16 once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 16 by

selecting the response that the “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

## 2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf).

## 3. Program Narrative

The following sections **should** be included as part of the program narrative<sup>3</sup>:

- a. Description of the Issues – Identify the unit of local government’s strategy/funding priorities for the FY 2018 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.
- b. Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice criminal/juvenile justice agencies in the state.
- d. Plan for Collecting the Data Required for this Solicitation’s Performance Measures – OJP will require each successful applicant to submit specific performance measures that demonstrate the results of the work carried out under the award (see “[General Information about Post-Federal Award Reporting Requirements](#)” in [Section F. Federal Award Administration Information](#)). The performance measures data directly relate to the objectives and deliverables identified under [Objectives and Deliverables](#) in [Section A. Program Description](#).

Applicants should visit OJP’s performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

Post award, recipients will be required to submit quarterly performance metrics through BJA’s Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant’s plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

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<sup>3</sup> For information on subawards (including the details on proposed subawards that should be included in the application), see “Budget and Associated Documentation” under [Section D. Application and Submission Information](#).

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

#### **Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for the purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the Protection of Human Subjects" section of the "Requirements related to Research" web page of the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](https://ojp.gov/funding/index.htm)" available through the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>. Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

#### **4. Budget and Associated Documentation**

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. Additionally, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. **All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties.** If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, then the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version.

Both versions of the Budget Detail Worksheet can be accessed at <https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm>.

**a. Budget Detail Worksheet**

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with grant funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

**b. Budget Narrative**

The budget narrative should thoroughly and clearly describe every category of expense listed in the proposed budget detail worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the objectives of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year

**c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)**

Applicants for OJP awards typically may propose to make “subawards.” Applicants also may propose to enter into procurement “contracts” under the award.

Whether an action—for federal grants administrative purposes—is a subaward or procurement contract is a critical distinction as significantly different rules apply to subawards and procurement contracts. If a recipient enters into an agreement that is a subaward of an OJP award, specific rules apply—many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a recipient enters into an agreement that is a

procurement contract under an OJP award, a substantially different set of federal rules applies.

OJP has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each. This information can be accessed online at <https://ojp.gov/training/training.htm>.

- [Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients.](#)
- [Checklist to Determine Subrecipient or Contractor Classification.](#)
- [Sole Source Justification Fact Sheet and Sole Source Review Checklist.](#)

In general, the central question is the relationship between what the third-party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement—for purposes of federal grants administrative requirements—is a “subaward” or is instead a procurement “contract” under an award. The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.

#### **1. Information on proposed subawards and required certifications regarding certain federal laws from certain subrecipients**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

**JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by units of local government under the JAG Program.**

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation and is not sufficiently described and justified in the

application as approved by OJP, the recipient will be required, post award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and Budget Narrative.

Required certifications, generally relating to various federal statutes, from any proposed subrecipient that is a state or local government entity. Before a unit of local government may subaward FY 2018 award funds to another unit of local government or to a public institution of higher education, it will be required (by specific award condition, the terms of which will govern) to obtain a properly executed certification, generally relating to various specific federal laws, from the proposed subrecipient. (This requirement regarding these federal laws will not apply to subawards to Indian tribes). The specific certification the unit of local government must require from another unit of local government will vary somewhat from the specific certification it must require from a public institution of higher education. The forms will be posted and available for download at: <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.

## **2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over \$150,000)**

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement “contracts” under awards will be entered into on the basis of full and open competition. All noncompetitive (sole source) procurement contracts must meet the OJP requirements outlined at <https://ojp.gov/training/subawards-procurement.htm>. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, \$150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement. An applicant that (at the time of its application) intends—without competition—to enter into a procurement contract that would exceed \$150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition.



If the applicant receives an award, sole source procurements that do not exceed the Simplified Acquisition Threshold (currently \$150,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable. Sole source procurement over the \$150,000 Simplified Acquisition Threshold must have prior approval from OJP using a Sole Source Grant Adjustment Notice (GAN). Written documentation justifying the noncompetitive procurement must be submitted with the GAN and maintained in the procurement file.

**d. Pre-Agreement Costs**

For information on pre-agreement costs, see [Section B. Federal Award Information](#).

**5. Indirect Cost Rate Agreement (if applicable)**

Indirect costs may be charged to an award only if:

- (a) The recipient has a current (unexpired), federally approved indirect cost rate; or
- (b) The recipient is eligible to use, and elects to use, the “de minimis” indirect cost rate described in the (DOJ) Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

**Note:** This rule does not eliminate or alter the JAG-specific restriction in federal law that charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

An applicant with a current (unexpired) federally approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1–800–458–0786 or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at: [www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf](http://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf).

Certain OJP recipients have the option of electing to use the “de minimis” indirect cost rate. An applicant that is eligible to use the “de minimis” rate that wishes to use the “de minimis” rate should attach written documentation to the application that advises OJP of both-- (1) the applicant's eligibility to use the “de minimis” rate, and (2) its election to do so. If an eligible applicant elects the “de minimis” rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The “de minimis” rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally-approved negotiated indirect cost rate is eligible to use the “de minimis” rate.) For the “de minimis” rate requirements (including additional information on eligibility to elect to use the rate), see Part 200 Uniform Requirements, at [2 C.F.R. 200.414\(f\)](#).

## **6. Tribal Authorizing Resolution**

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

## **7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)**

Every OJP applicant is to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) located at <https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> as part of its application. The Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process.

The Questionnaire should only be completed by financial staff most familiar with the applicant's systems, policies, and procedures in order to ensure that the correct responses are recorded and submitted to OJP. The responses on the Questionnaire directly impact the pre-award risk assessment and should accurately reflect the applicant's financial management and internal control system at the time of the application. The pre-award risk assessment is only one of multiple factors and criteria used in determining funding. However, a pre-award risk assessment that indicates that an applicant poses a higher risk to OJP may affect the funding decision and/or result in additional reporting requirements, monitoring, special conditions, withholding of award funds, or other additional award requirements.

Among other things, the form requires each applicant to disclose whether it currently is designated "high risk" by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the



information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

#### **8. Disclosure of Lobbying Activities**

Each applicant must complete and submit a [Disclosure of Lobbying Activities form \(SF-LLL\)](#). An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form. An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

#### **9. Certifications and Assurances by the Chief Executive of the Applicant Government**

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as [Appendix A](#).

OJP will not deny an application for an FY 2018 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

#### **10. Certifications by the Chief Legal Officer of the Applicant Government**

The chief legal officer of an applicant unit of local government (e.g., the City Attorney) is to carefully review the two certifications attached to this solicitation as [Appendix B](#) and [Appendix C](#). If the chief legal officer determines that he or she may execute the certifications, the unit of local government is to submit the certification as part of its application. (Note: this requirement does not apply to Indian tribal governments.)

As discussed further in the [Federal Award Notices](#) section, a unit of local government (other than an Indian tribal government) applicant will be **unable to make a valid award acceptance** of an FY 2018 JAG award unless and until both properly executed certifications by its chief legal officer are received by OJP on or before the day the unit of local government submits an executed award document.

#### **11. Additional Attachments**

##### **a. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
  - Please provide a copy of each law or policy;

- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

See [Appendix E](#) for a template that applicants may use to prepare this attachment.

Note: Responses to these questions must be provided by the applicant as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for an FY 2018 award for failure to submit these required responses by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these responses.

**b. Applicant Disclosure of Pending Applications**

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward ("subgrant") federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable federal or state funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/Office of Community Oriented Policing Services (COPS)	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
Health & Human Services/ Substance Abuse and Mental Health Services Administration	Drug-Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Each applicant should include the table as a separate attachment to its application. The file should be named “Disclosure of Pending Applications.” The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: “[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.”

**c. Research and Evaluation Independence and Integrity (if applicable)**

If an application involves research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant must demonstrate independence and integrity regarding both this proposed research and/or evaluation, and any current or prior related projects.

Each application should include an attachment that addresses **both** i. and ii. below.

- i. For purposes of this solicitation, each applicant is to document research and evaluation independence and integrity by including one of the following two items:
  - a. A specific assurance that the applicant has reviewed its application to identify any actual or potential apparent conflicts of interest (including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients), and that the applicant has identified no such conflicts of interest—whether personal or financial or organizational (including on the part of the applicant entity or on the part of staff, investigators, or subrecipients)—that could affect the

independence or integrity of the research, including the design, conduct, and reporting of the research.

OR

- b. A specific description of actual or potential apparent conflicts of interest that the applicant has identified—including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients—that could affect the independence or integrity of the research, including the design, conduct, or reporting of the research. These conflicts may be personal (e.g., on the part of investigators or other staff), financial, or organizational (related to the applicant or any subrecipient entity). Some examples of potential investigator (or other personal) conflict situations are those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization would not be given an award to evaluate a project, if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), because the organization in such an instance might appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.
- ii. In addition, for purposes of this solicitation, each applicant is to address possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:
    - a. If an applicant reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. The applicant also is to include an explanation of the specific processes and procedures that the applicant has in place, or will put in place, to identify and prevent (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OR

- b. If the applicant has identified actual or potential apparent conflicts of interest (personal, financial, or organizational) that could affect the independence and integrity of the research, including the design, conduct,

or reporting of the research, the applicant is to provide a specific and robust mitigation plan to address each of those conflicts. At a minimum, the applicant is expected to explain the specific processes and procedures that the applicant has in place, or will put in place, to identify and eliminate (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OJP will assess research and evaluation independence and integrity based on considerations such as the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the applicant entity (and any subrecipients) in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

**d. Local Governing Body Review**

Applicants must submit information via the Certification and Assurances by the Chief Executive (See [Appendix A](#)) which documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not less than 30 days before the application was submitted to BJA. The same Chief Executive Certification will also specify that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available. In the past, this has been accomplished via submission of specific review dates; now, OJP will only accept a chief executive's certification to attest to these facts. Units of local government may continue to submit actual dates of review, should they wish to do so, in addition to the submission of the Chief Executive Certification.

**How to Apply**

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Each applicant entity **must register in GMS for each specific funding opportunity** and should **register promptly** to meet the GMS registration deadline for this funding opportunity, especially if this is the first time the applicant is using the system. Find complete instructions on how to register and submit an application in GMS at [www.ojp.gov/gmscbt/](http://www.ojp.gov/gmscbt/). An applicant that experiences technical difficulties during this process should email [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or call 888-549-9901 (option 3), available 24 hours a day, 7 days a week, including on federal holidays. OJP recommends that each applicant **register promptly** to prevent delays in submitting an application package by the deadline.

**Note on File Types: GMS does not accept executable file types as application attachments.** These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.” GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

### **Unique Entity Identifier (DUNS Number) and System for Award Management (SAM)**

Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. More detailed information about SAM and the DUNS number is in the numbered sections below.

If an applicant entity has not fully complied with the applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

If the applicant entity already has an Employer Identification Number (EIN), the SAM registration will take **up to two weeks to process**. If the entity does not have an EIN, then **the applicant should allow two to five weeks for obtaining the information from IRS when requesting the EIN via phone, fax, mail or Internet**. For more information about EIN, visit <https://www.irs.gov/individuals/international-taxpayers/taxpayer-identification-numbers-tin>.

### **Registration and Submission Steps**

All applicants should complete the following steps:

1. **Acquire a unique entity identifier (DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a “unique entity identifier” in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number or apply online at [www.dnb.com/](http://www.dnb.com/). A DUNS number is usually received within 2 business days.

2. **Acquire or maintain registration with SAM.** Any applicant for an OJP award creating a **new** entity registration (or updating or renewing a registration) in SAM.gov must submit an original, signed notarized letter appointing the authorized Entity Administrator within thirty (30) days of the registration activation. **Notarized letters must be submitted via U.S. Postal Service Mail. Read the Alert at [www.sam.gov](http://www.sam.gov) to learn more about what is required in the notarized letter, and read the Frequently Asked Questions (FAQs) at [www.gsa.gov/samupdate](http://www.gsa.gov/samupdate) to learn more about this process change.**

All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. Applicants will need the authorizing official of the organization and an Employer Identification Number (EIN).

Information about SAM registration procedures can be accessed at <https://www.sam.gov/>.

3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to [www.ojp.gov/gmscbt](http://www.ojp.gov/gmscbt). Previously registered

applicants should ensure, prior to applying, that the user profile information is up-to-date in GMS (including, but not limited to, address, legal name of agency and authorized representative) as this information is populated in any new application.

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requires each applicant to verify its SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select “BJA” and **“FY 18 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program.”**
6. **Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the “funding opportunity” (solicitation) title along with the registration and application deadlines for this solicitation. Select the “Apply Online” button in the “Action” column to register for this solicitation and create an application in the system.
7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once the application is submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

**Note: Application Versions**

If an applicant submits multiple versions of the same application, OJP will review **only** the most recent system-validated version submitted.

**Experiencing Unforeseen GMS Technical Issues**

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline may contact the [GMS Help Desk](#) or the SAM Help Desk (Federal Service Desk) at <https://www.fsd.gov/fsd-gov/home.do> to report the technical issue and receive a tracking number. The applicant must email the NCJRS Response Center identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant’s email must describe the technical difficulties, and must include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s).

**Note: OJP does not automatically approve requests to submit a late application.** After OJP reviews the applicant’s request, and contacts the GMS Help Desk to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant’s failure to follow all required procedures, OJP will deny the applicant’s request to submit its application.

The following conditions generally are insufficient to justify late submissions to OJP solicitations:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete.)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment such as issues with firewalls

## E. Application Review Information

### Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to help ensure that JAG program-statute requirements have been met.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things, to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIS").

**Important note on FAPIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIS, in its assessment of the risk posed by the applicant. The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants. OJP takes into account information pertinent to matters such as:

- (1) Applicant financial stability and fiscal integrity
- (2) Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide
- (3) Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies
- (4) Reports and findings from audits of the applicant, including audits under the (DOJ) Part 200 Uniform Requirements
- (5) Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements



Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## F. Federal Award Administration Information

### Federal Award Notices

Award notifications are expected to be made by September 30, 2018. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

**NOTE:** In order to validly accept an award under the FY 2018 JAG Program, a unit of local government (other than an Indian tribal government) must submit to GMS the certification by its chief legal officer regarding compliance with certain federal laws, executed using the forms that appear in [Appendices B and C](#). (The forms also may be downloaded at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.) Unless the executed certifications either (1) are submitted to OJP together with the signed award document or (2) are uploaded in GMS no later than the day the signed award document is submitted, **OJP will reject as invalid** any submission by a unit of local government (other than an Indian tribal government) that purports to accept an award under this solicitation.

Rejection of an initial submission as an invalid award acceptance is not a denial of the award. Consistent with award requirements, once the unit of local government **does** submit the necessary certification regarding compliance with certain federal laws, the unit of local government **will** be permitted to submit an award document executed by the unit of local government on or after the date of those certifications.

Also, in order for an applicant validly to accept an award under the FY 2018 JAG program, an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including **all** award conditions; and sign and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully-executed award document (along with the required certifications regarding compliance with certain federal laws, if not already uploaded in GMS) to OJP.

### Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards,”](#) available in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>. In addition, applicants should examine the

following two legal documents, as each successful applicant must execute both documents in GMS before it may receive any award funds. (An applicant is not required to submit these documents as part of an application.)

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Certified Standard Assurances](#)

The web pages accessible through the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](#)” are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2018. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

Individual FY 2018 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the “program or activity” that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
  - (1) communication to/from the Department of Homeland Security (“DHS”) of information regarding the citizenship or immigration status of any individual; and
  - (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to violate, or aid or abet any violation of, 8 U.S.C. § 1324(a) (forbidding any “person,” in “knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law,” to “conceal, harbor, or shield from detection, or attempt to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation” or to “engage in any conspiracy to commit any of the preceding acts ... “or aid or abet the commission of any of the preceding acts”).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government “shall take into custody” certain criminal aliens “when the alien is released”) and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours’ advance notice to DHS regarding the

scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

- Not to impede the exercise by DHS agents, “anywhere in or outside the United States” (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to “interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States,” specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized requests from DHS that is encompassed by these conditions, will be allowable costs under the award.

### **General Information about Post-federal Award Reporting Requirements**

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed \$500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at: <https://ojp.gov/funding/FAPIIS.htm>.

Data on performance measures. In addition to required reports, each award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, OJP will require any award recipient, post award, to provide accountability metrics data as part of regular progress reporting. Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note: if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.) Successful applicants will be required to access OJP's performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

OJP may restrict access to award funds if a recipient of an OJP award fails to report the required accountability metrics data in a timely manner.

## G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page.

For contact information for GMS, see the title page.

## H. Other Information

### **Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)**

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

### **Provide Feedback to OJP**

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This email is for feedback and suggestions only. OJP does **not** reply to messages it receives in this mailbox. A prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this solicitation document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your résumé to [ojpprsupport@usdoj.gov](mailto:ojpprsupport@usdoj.gov). (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a

peer reviewer in a competition in which you or your organization/entity has submitted an application.

## Appendix A

### Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by chief executive of the unit of local government (e.g., the mayor)

Visit <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm> to download the most up-to-date version.

**Note:** By law, for purposes of the JAG Program, the term “unit of local government ” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)
8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

## Appendix B

### State or Local Government:

#### Certification of Compliance with 8 U.S.C. §§ 1373 and 1644

Template for use by the chief legal officer of the unit of local government (e.g., the city attorney)

Visit <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm> to download the most up-to-date version.

**Note:** This Certification is not required by Indian tribal government applicants.



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
  - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Printed Name of Chief Legal Officer

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Title of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

**FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local**

## Appendix C

### **State or Local Government:**

#### **Certification of Compliance with 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), and 1366(1) & (3)**

Template for use by chief legal officer of the unit of local government (e.g., the city attorney)

Visit <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm> to download the most up-to-date version.

**Note:** This Certification is not required by Indian tribal government applicants.

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Local Government: FY 2018 Certification Relating to  
8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)**

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
  - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
  - b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
  - c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[]" from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts");
  - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
  - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
  - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
  - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); or (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

\_\_\_\_\_  
Signature of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Printed Name of Chief Legal Officer

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Title of Chief Legal Officer of the Jurisdiction

\_\_\_\_\_  
Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

**FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local**

## **Appendix D**

### **Certain relevant federal laws, as in effect on June 7, 2018**

#### **8 U.S.C. § 1373**

##### **Communication between government agencies and the Immigration and Naturalization Service**

###### **(a) In general**

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

###### **(b) Additional authority of government entities**

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1)** Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2)** Maintaining such information.
- (3)** Exchanging such information with any other Federal, State, or local government entity.

###### **(c) Obligation to respond to inquiries**

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

#### **8 U.S.C. § 1644**

##### **Communication between State and local government agencies and Immigration and Naturalization Service**

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

#### **8 U.S.C. § 1226(a) & (c)**

##### **Apprehension and detention of aliens**

###### **(a) Arrest, detention, and release**

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
  - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
  - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

\*\*\*

**(c) Detention of criminal aliens**

**(1) Custody**

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence<sup>1</sup> to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

**(2) Release**

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

**8 U.S.C. § 1231(a)(4)**

**(a) Detention, release, and removal of aliens ordered removed**

\*\*\*

**4) Aliens imprisoned, arrested, or on parole, supervised release, or probation**

**(A) In general**

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

**(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment**

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

**(C) Notice**

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

**(D) No private right**

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

**8 U.S.C. § 1324(a)**

**Bringing in and harboring certain aliens**

**(a) Criminal penalties**

**(1)(A) Any person who—**

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
  - v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
  - vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).
- (B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—
- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
  - II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
  - III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
  - IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.
- (C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of



subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in [section 1324a\(h\)\(3\) of this title](#)), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

## **8 U.S.C. § 1357(a)**

### **Powers of immigration officers and employees**

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or



- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

## **8 U.S.C. § 1366(1) & (3)**

### **Annual report on criminal aliens**

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

\*\*\*

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

\*\*\*

## Appendix E

### **Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
  - Please provide a copy of each law or policy;
  - Please describe each practice; and
  - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

## Appendix F

### Additional purposes for which JAG funds awarded to a state under this FY 2018 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;

(B) murder in the second degree;

(C) attempted murder;

(D) armed robbery when armed with a firearm;

(E) aggravated battery or assault when armed with a firearm;

(F) criminal sexual penetration when armed with a firearm; and

(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

- (b)** To reduce crime and improve public safety, including but not limited to, the following:
- (1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;
  - (B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and
  - (C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;
  - (2) enhancing security measures—
    - (A) in and around schools; and
    - (B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;
  - (3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;
  - (4) establishing or supporting drug courts;
  - (5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;
  - (6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;
  - (7) enhancing programs under **(a)**, above;
  - (8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and
  - (9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

## Appendix G Application Checklist

### Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2018 Local Solicitation

This application checklist has been created as an aid in developing an application.

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- \_\_\_\_\_ Acquire a DUNS Number (see page 31)
- \_\_\_\_\_ Acquire or renew registration with SAM (see page 32)

##### *To Register with GMS:*

- \_\_\_\_\_ For new users, acquire a GMS username and password\* (see page 32)
- \_\_\_\_\_ For existing users, check GMS username and password\* to ensure account access (see page 32)
- \_\_\_\_\_ Verify SAM registration in GMS (see page 32)
- \_\_\_\_\_ Search for correct funding opportunity in GMS (see page 32)
- \_\_\_\_\_ Select correct funding opportunity in GMS (see page 32)
- \_\_\_\_\_ Register by selecting the “Apply Online” button associated with the funding opportunity title (see page 32)
- \_\_\_\_\_ Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see page 17)
- \_\_\_\_\_ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see pages 2 and 33)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### Overview of Post-Award Legal Requirements:

- \_\_\_\_\_ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](https://ojp.gov/funding/index.htm)” in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

#### Scope Requirement:

- \_\_\_\_\_ The federal amount requested is within the allowable limit(s) of the FY 2018 JAG Allocations List as listed on BJA’s [JAG web page](#).

**Eligibility Requirement:** Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of

a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

**What an Application Should Include:**

_____ Application for Federal Assistance (SF-424)	(see page 19)
_____ Intergovernmental Review	(see page 19)
_____ Project Identifiers	(see page 19)
_____ Program Narrative	(see page 20)
_____ Budget Detail Worksheet	(see page 21)
_____ Budget Narrative	(see page 22)
_____ Indirect Cost Rate Agreement (if applicable)	(see page 25)
_____ Tribal Authorizing Resolution (if applicable)	(see page 26)
_____ Financial Management and System of Internal Controls Questionnaire	(see page 26)
_____ Disclosure of Lobbying Activities ( <a href="#">SF-LLL</a> ) (if applicable)	(see page 27)
_____ Certifications and Assurances by Chief Executive	(see page 27)
_____ Certification of Compliance with 8 U.S.C. § 1373 by Chief Legal Officer (Note: this requirement does not apply to Indian tribal governments.)	(see page 27)
_____ OJP Certified Standard Assurances	(see pages 39–44)
_____ Additional Attachments	
_____ Applicant Disclosure of Pending Applications	(see page 28)
_____ Research and Evaluation Independence and Integrity (if applicable)	(see page 29)



# 2018 JUSTICE ASSISTANCE GRANT

PH-18-035

November 13, 2018



# Byrne Memorial JAG Program

2

- ❑ The JAG Program provides state and local governments with critical funding necessary to support a range of program areas including law enforcement.
- ❑ The grant requires a public hearing and an interlocal agreement.
- ❑ The 2018 JAG Program has awarded **\$82,370** to be distributed to the Killeen Police Department, the Temple Police Department and the Bell County Sheriffs Department.

# Funding

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- Total Grant Program is: **\$82,370**
- ▣ Funds Killeen will receive: **\$41,596**
- ▣ City Matching funds: **\$ 0**
- These grant funds will be used for equipment to outfit a Mobile Field Force.
- A Mobile Field Force is designed to provide rapid, organized, and disciplined response to civil disorder, crowd control or other major incidents.

# In Summary

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- ❑ The 2018 Edward Byrne Memorial JAG grant funds, per agreement, will be administered by the Killeen Police Department for all parties.
- ❑ Acceptance of this grant by the City will help the Police Department fund the purchase of required equipment.

# Recommendation

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- Staff recommends City Council approve the submission of the 2018 Edward Byrne Memorial Justice Assistance Grant through the Killeen Police Department on behalf of all parties involved; the City Manager or designee to sign the Interlocal agreement; and to permit the Police Department to allocate and administer the grant under the oversight of the Finance Department.



# City of Killeen

## Legislation Details

<b>File #:</b>	PH-18-036A	<b>Version:</b>	1	<b>Name:</b>	Procurement of vehicles and equipment for various departments
<b>Type:</b>	Resolution/Public Hearing	<b>Status:</b>			Public Hearings
<b>File created:</b>	10/19/2018	<b>In control:</b>			City Council
<b>On agenda:</b>	11/27/2018	<b>Final action:</b>			
<b>Title:</b>	Consider a memorandum/resolution authorizing the procurement of fleet replacement vehicles and equipment.				
<b>Sponsors:</b>	Environmental Services, Fire Department, Fleet Services, Police Department, Public Works Department, Streets				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">RDO Quote</a> <a href="#">John Deere Quote</a> <a href="#">Freightliner Quotes</a> <a href="#">Grand Truck Center Quote</a> <a href="#">Caterpillar Quote</a> <a href="#">Caldwell Country Quote</a> <a href="#">Mac Haik Quote</a> <a href="#">Silsbee Ford Quote</a> <a href="#">Rockdale Country Quote</a> <a href="#">Certificate of Interested Parties Presentation</a>				

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE: November 13, 2018**

**TO: Ronald L. Olson, City Manager**

**FROM: Jonathan Locke, Executive Director of Finance**

**SUBJECT: Procurement of Fleet Replacement Vehicles and Equipment.**

### **BACKGROUND AND FINDINGS:**

Funding for the acquisition of replacement vehicles and equipment was approved as part of the City's FY 2018 and FY 2019 Budget processes. The Fleet Services division maintains an annual vehicle and equipment replacement schedule. The criteria used to establish this replacement schedule is based upon available funding, units per category, age, mileage/hours, repair costs, and department/division feedback. The annual fleet replacement budget for FY 2017 and FY 2018 was \$752,155 and \$4,444,596, respectively. The FY 2019 Budget includes \$4,613,300 for fleet replacement.

The following proposed vehicles and equipment will be utilized to support each department's mission and replace those that have exceeded their useful life. The procurements are listed below:

<b>Department/Division</b>	<b>Description</b>	<b>Qty.</b>	<b>Approved</b>
Drainage Utility Maint.	2019 John Deere 410L Backhoe	1	FY18
Drainage Utility Maint.	2019 John Deere 5100E Tractor w/cutter	1	FY18
Street Operations	2020 Freightliner/Bergkamp Pothole Patcher	1	FY19
Street Operations	2019 Ford F550 Service Truck	1	FY18
Street Operations	2019 Freightliner M2 106 Dump Truck	2	FY18 & 19
Street Operations	2019 Caterpillar 420F2IT Backhoe	1	FY19
Water & Sewer Ops.	2019 Chevy C5500 Service/Crane Truck	1	FY18
Fire	2019 Ram 4500 Ambulance Re-Chassis	2	FY19
Fire	2019 Ford Explorer Interceptor	5	FY19
Police	2019 Ford Explorer Interceptor	14	FY18
Police	2019 Ford Explorer Interceptor	11	FY19

The existing vehicles being replaced are on average 15 years of age and have an average of 160,000 miles.

### **THE ALTERNATIVES CONSIDERED:**

- 1.) Defer replacement, which will cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose residual value in the existing vehicles.
- 2.) Replace the vehicles and equipment in order to provide safe and effective delivery of emergency and utility services and achieve the least cost of ownership.

### **Which alternative is recommended? Why?**

The second alternative is recommended in order to meet the departments' mission and operate in the safest and most cost effective manner.

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

The City of Killeen is a member of several purchasing cooperatives that are in compliance with Texas Local Government Code section 271.102. Purchases made through a cooperative satisfy competitive bid requirements.

### **FINANCIAL IMPACT:**

The five (5) year lease with purchase option pricing from RDO Equipment Co., with financing provided by John Deere Financial, for the Drainage Utility Maintenance backhoe utilizing the Sourcwell Cooperative is as follows:

<b>Make/Model</b>	<b>Monthly Cost</b>	<b>Purchase Option</b>	<b>Total Cost 5-yr if Purchased</b>
John Deere 410L	\$1,570.35	\$72,445.00	\$166,666.00

The purchase pricing from United Ag and Turf for the Drainage Utility Maintenance tractor and rotary cutter utilizing the Sourcwell Cooperative is as follows:

<b>Make/Model</b>	<b>Total Cost</b>
John Deere 5100E Tractor with John Deere CX15 Rotary Cutter	\$70,045.76

The purchase pricing from Freightliner of Austin for the Street Operations pothole patcher utilizing the TASB BuyBoard Cooperative is as follows:

<b>Make/Model</b>	<b>Total</b>
2020 Freightliner/Bergkamp Pothole Patcher Truck	\$190,636.00

The purchase pricing from Grande Truck Center for the Street Operations service truck utilizing the TASB BuyBoard Cooperative is as follows:

<b>Make/Model</b>	<b>Total</b>
2019 Ford F550 Service Body Truck	\$123,920.80

The purchase pricing from Freightliner of Austin for the two (2) Street Operations Dump Trucks utilizing the TASB BuyBoard Cooperative is as follows:

<b>Make/Model</b>	<b>Cost/Unit</b>	<b>Total</b>
2019 Freightliner M2 106 Dump Truck	\$101,175.70	\$202,351.40

The three (3) year lease with purchase option pricing from Holt Caterpillar, with financing provided by Caterpillar Financial Services Corp., for the Street Operations backhoe utilizing the Sourcewell Cooperative is as follows:

<b>Make/Model</b>	<b>Monthly Cost</b>	<b>Purchase Option</b>	<b>Total Cost 3-yr if Purchased</b>
Caterpillar 420F2IT	\$2,140.20	\$65,520.00	\$142,567.72

The purchase pricing from Caldwell Country for the Water & Sewer Operations service/crane truck utilizing the TASB BuyBoard Cooperative is as follows:

<b>Make/Model</b>	<b>Total</b>
2019 Chevy C5500 Service/Crane Truck	\$121,650.00

The purchase pricing from Mac Haik for the two (2) Fire Department ambulance chassis replacements and module refurbishments utilizing the HGAC Cooperative is as follows:

<b>Make/Model</b>	<b>Cost/Unit</b>	<b>Total</b>
2019 Dodge Ram 4500 Ambulance Re-Chassis	\$199,400.00	\$398,800.00

The purchase pricing from Silsbee Ford for five (5) Fire Department Ford Explorer Interceptors utilizing the Tarrant County Cooperative is as follows:

<b>Make/Model</b>	<b>Fully Outfitted Cost/Unit</b>	<b>Total</b>
2019 Ford Explorer Interceptor	\$39,945.00	\$199,725.00

The purchase pricing from Rockdale Country Ford for twenty-five (25) Police Department Ford Explorer Interceptors utilizing the TASB BuyBoard Cooperative is as follows:

<b>Make/Model</b>	<b>Fully Outfitted Cost/Unit</b>	<b>Total w/BB Fee</b>
2019 Ford Explorer Interceptor	\$62,594.00	\$1,565,250.00 *

\*Includes \$400.00 BuyBoard fee

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

<b>Item</b>	<b>FY19</b>
Drainage Utility Maintenance John Deere 410L Backhoe (5 Year Lease)	\$18,844.20/year
Drainage John Deere 5100E Tractor with John Deere CX15 Rotary Cutter	\$70,045.76
Street Operations 2020 Freightliner/Bergkamp Pothole Patcher Truck	\$190,636.00



Street Operations 2019 Ford F550 Service Body Truck	\$123,920.80
Street Operations 2019 Freightliner M2 106 Dump Trucks	\$202,351.40
Street Operations Caterpillar 420F2IT Backhoe (3 Year Lease)	\$25,682.40/year
Water & Sewer Operations 2019 Chevy C5500 Service/Crane Truck	\$121,650.00
Fire Department 2019 Dodge Ram 4500 Ambulance Re-Chassis	\$398,800.00
Fire Department 2019 Ford Explorer Interceptors	\$199,725.00
Police Department 2019 Ford Explorer Interceptors	\$1,565,250.00
<b>Totals</b>	<b>\$2,916,905.50</b>

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

These are one-time expenditures.

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

These expenditures are budgeted in the following accounts:

<b>Division/Department</b>	<b>Year</b>	<b>Account</b>	<b>Cost</b>	<b>Available Funds</b>
Drainage Utility Maintenance	2018	575-3448-434.44-10	\$18,845	\$18,845
Drainage Utility Maintenance	2018	375-3448-434.61-35	\$70,046	\$70,046*
Street Operations	2019	010-3445-434.44-10	\$25,683	\$25,683
Street Operations	2018	349-3445-434.61-10	\$225,097	\$225,097*
Street Operations	2019	349-3445-434.61-10	\$291,812	\$449,000
Water & Sewer Operations	2018	387-3420-438.61-10	\$121,650	\$121,650*
Fire Department	2019	349-7070-442.61-10	\$598,525	\$715,000
Police Department	2018	349-6000-441.61-10	\$876,516	\$876,516*
Police Department	2019	349-6000-441.61-10	\$688,734	\$1,074,500

\*Budget for fleet approved in FY 2018 will be available following approval of budget amendment.

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

Yes, per above available funds.

**RECOMMENDATION:**

Staff recommends that City Council approve the procurement of the fleet as stated above and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Public Works Department  
Fire Department  
Police Department  
Purchasing

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

RDQ Quote  
John Deere Quote  
Freightliner Quotes  
Grande Truck Center Quote  
Caterpillar Quote  
Caldwell Country Quote  
Mac Haik Quote  
Silsbee Ford Quote  
Rockdale Country Quote  
Certificate of Interested Parties



## RDO Finance Quote - Lease

RDO Equipment Co.  
215 Enterprise  
Hewitt TX, 76643

Phone: (254) 666-3900 - Fax: (254) 666-7466

Prepared For:  
CITY OF KILLEEN  
PO BOX 1329  
KILLEEN, TX, 765401329  
(254) 634-2191

Prepared By:  
Name: Colin Duecy  
Title: Sales Professional  
Phone: (254) 666-3900  
Mobile: (254) 640-2144

Name: Colin Duecy  
Title: Sales Professional  
Phone: (254) 666-3900  
Mobile: (254) 640-2144

### Comments

Payment shown based on 500 annual hours/2500 hours over 60 month period. Includes PM services (including travel to Killeen, TX) through 2500 hours.

### Equipment Information

Status / Year / Make / Model	Serial Number
New 2019 JOHN DEERE 410L	TBD

### Quote Overview

Selling Price:	\$117,641.19
DOC/UCC Fees:	\$650.00
Preventative Maintenance:	\$6,579.99
Amount to Finance:	\$124,871.18

### Quote Options

	Lender	Frequency	Term	Number Of Payments	Security Deposit	Number of Advanced Payments	Payment (Plus Applicable Taxes)	Annual Hours	Purchase Option or FMV
Option 1	John Deere Financial	Monthly	60	60	\$0.00	1	\$1,570.35	500	\$72,445.00 (PO)

### Other Notices

All Numbers subject to Final Credit Approval

**JOHN DEERE**

# Retail Purchase Order

RDO Equipment Co.  
215 Enterprise  
Hewitt TX, 76643

Phone: (254) 666-3900 - Fax: (254) 666-7466

**Bill To:**  
CITY OF KILLEEN  
PO BOX 1329  
KILLEEN, TX, 765401329  
BELL ()  
(254) 634-2191

**Purchase Order Date:** 10/15/2018  
**Purchase Order #:** 943871  
**Purchaser Account #:** 2191024  
**Customer Purchase Order #:** Joe Stuart  
**Customer Sales Tax Exempt #:** None

**Customer Purchaser Type:** Governmental - County  
**Customer Market Use:** Material Handling - Sand & Gravel/Stone  
**Location of First Working Use:** KILLEEN, TX, 765401329  
**Dealer Account Number:** 177418  
**Sales Professional:** Colin Duecy  
**Phone:** (254) 666-3900  
**Fax:** (254) 666-7466  
**Email:** CDuecy@rdoequipment.com

## Comments

Price shown includes the following:

PM Service for 5 years or 2500 hours, whichever occurs first. Travel to Killeen included.

Comprehensive warranty for 5 years or 3000 hours, whichever occurs first.

Pricing reflects Sourcewell Contract #032515-JDC.

## Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2019 JOHN DEERE 410L Other Sourcewell Contract #032515-JDC Warranty -John Deere Comprehensive-60 Months, 3000 Hours,Deductible: 0	\$124,221.18

**Equipment Subtotal:** \$124,221.18

## Purchase Order Totals

**Balance:** \$124,221.18  
**Tax Rate 3: (TXEG 0%)** \$0.00  
**Sales Tax Total:** \$0.00  
**Sub Total:** \$124,221.18  
**Cash with Order:** **\$0.00**  
**Balance Due:** **\$124,221.18**

## Legal Information

For the Construction Product(s)

**ACKNOWLEDGMENTS** - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

**DISCLOSURE OF REGULATION APPLICABILITY – (CARB Disclaimer)** - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**Purchase Agreement** - The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

**IMPORTANT WARRANTY NOTICE** - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or Structural Warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred warranty will expire, is received by the customer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

**SIC Information** - Please be advised that RDO has assigned its rights to sell construction rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC. as part of IRC Sec. 1031 exchange.

**Extended Warranty Oil Sampling Acknowledgement** - For extended warranty contracts purchased after June 9, 2008, machines that require oil samples must have a fluid sample submitted prior to entering Extended Warranty. Fluid samples are required at a maximum interval of 500 hours after the first sample has been submitted. Fluid sampling must be done prior to failure as a condition of coverage. Machines with existing Extended Warranty contracts are exempt from this requirement. However, for contract extension purchased on or after June 9, 2008 fluid analysis will be required beginning on the date of contract extension purchase. \* Failure to complete samples as recommended by Deere will result in a 20% charge of the total warranty claim to the customer. The following units with Extended Warranty contracts above 5000 hours will require Hydraulic Oil sampling at a maximum interval of 500 hours. - ADT's, backhoes, Crawlers (605, 655, 755, 950, & 1050), Energy Wood Bundlers, Excavators size 75 - 135, Forwarders, Knuckleboom Loaders, Swing Machines, Loaders, Motor Graders, Skidders and Wheeled/Tracked Feller Bunchers & Harvesters The following units with Extended Warranty contracts above 5000 hours will require Hydrostatic Oil sampling at a maximum interval of 500 hours. - Crawlers (450, 550, 650, 700, 750, & 850) The following units with Extended Warranty contracts at any hour level will require Hydraulic Oil sampling at a maximum interval of 500 hours. - Excavators size 160 - 850 The following units are excluded from oil sampling at this time. - Compact excavators, Compact Tract Loaders, Skid Steers, Compact Loaders, Rigid Frame Trucks, Scraper Tractors and Pull-Type Scrapers. Within the signature area of the PO, the salesperson has explained the "Extended Warranty Oil Sampling Acknowledgement" and I understand as the purchaser my responsibility

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

## Signature Area

Purchase Order Accepted By:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(Date Accepted)

\_\_\_\_\_  
(Authorized Signature of Dealer)

\_\_\_\_\_  
(Date Accepted)

Delivery of Equipment Acknowledgement:

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_/\_\_\_\_\_  
Date Accepted

Standard Warranty Acknowledgement:

\_\_\_\_\_  
(Delivered On)

\_\_\_\_\_  
(Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

\_\_\_\_\_  
(Customer's Initials)

\_\_\_\_\_  
(dealer's title's Initials)

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 JOHN DEERE 410L	0AB0T 410L BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB 2401 DECAL ENG W/ENG PACKET 3065 AXLE MFWD W/LIMITED SLIP 4466 TIRE GAL 21L24 12.5/80-18 5285 CONTROL PILOT 5400 COUPLER LESS 5626 BUCKET HDUTY 18" 5.1CU FT 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/1&2WAY FLOW, THUMB 7025 LDR 1 LEVER, NO AUX 7655 LDR BUCKET 1.5CY LONG LIP 8485 COUNTERWEIGHT 1250LB. 8635 BATTERY SINGLE W/JUMP POST 9045 CHROME EXHAUST 9060 MIRRORS INTERIOR 9110 RIDE CONTROL 9235 THUMB 42" LONG 9505 MFWD FULL GUARD 9515 FLUID SAMPLING PORTS 9905 STROBE & HARDWARE 9917 RADIO BASIC PACKAGE 9919 SUN VISOR 9920 MIRROR ETERIOR REAR VIEW 9965 SEAT AIR SUSPENSION CLOTH

**STANDARD WARRANTY FOR NEW JOHN DEERE  
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS - US & Canada**

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

**A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

**B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

**C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

**D. ITEMS COVERED SEPARATELY -**

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.

3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

#### **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.



13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - i.e. Winch not installed at factory.
24. Custom options installed outside the factory - i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

#### **F. TERMINATION OF WARRANTY**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

#### **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### **H. TELEMATICS**

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

#### **I. OBTAINING WARRANTY SERVICE -**

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or

StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

**J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

**K. NO DEALER WARRANTY -**

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

**L. USED JOHN DEERE PRODUCTS ONLY -**

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

**Quote Id:** 18491359

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

United Ag & Turf  
2308 Barnhardt Road  
Temple, TX 76501  
254-773-9916  
TempleJD@unitedagt.com

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**Prepared For:**

**City Of Killeen Drainage Utility Div**

**Proposal For:**

**Delivering Dealer:**

Kenneth Oliver

United Ag & Turf  
2308 Barnhardt Road  
Temple, TX 76501

TempleJD@unitedagt.com

**Quote Prepared By:**

Kenneth Oliver  
kennetholiver@unitedagt.com

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
 2308 Barnhardt Road  
 Temple, TX 76501  
 254-773-9916  
 TempleJD@unitedagt.com

**Quote Summary**
**Prepared For:**

City Of Killeen Drainage Utility Div  
 Frank Tydlacka  
 200 E Avenue D Ste 2  
 Killeen, TX 76541  
 Business: 254-501-7789  
 Mobile: 254-251-8601  
 ftydlacka@killeentexas.gov

**Delivering Dealer:**

**United Ag & Turf**  
 Kenneth Oliver  
 2308 Barnhardt Road  
 Temple, TX 76501  
 Phone: 254-773-9916  
 kennetholiver@unitedagt.com

**Quote ID:** 18491359  
**Created On:** 07 November 2018  
**Last Modified On:** 07 November 2018  
**Expiration Date:** 07 December 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor	\$ 64,639.72	\$ 52,469.24 X	1 =	\$ 52,469.24
<b>Contract:</b> Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)				
<b>Price Effective Date:</b> October 9, 2018				
JOHN DEERE CX15 - Flex-Wing Rotary Cutter - Spring Suspension -540 RPM- Stump Jumpers - 6 Wheels Foam Filled	\$ 23,127.00	\$ 17,576.52 X	1 =	\$ 17,576.52
<b>Contract:</b> Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)				
<b>Price Effective Date:</b> October 9, 2018				
<b>Equipment Total</b>				<b>\$ 70,045.76</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 70,045.76
Trade In	
SubTotal	<b>\$ 70,045.76</b>
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 70,045.76
Down Payment	(0.00)

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE



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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

United Ag & Turf  
2308 Barnhardt Road  
Temple, TX 76501  
254-773-9916  
TempleJD@unitedagt.com

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Rental Applied

(0.00)

**Balance Due**

**\$ 70,045.76**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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*Confidential*

# Selling Equipment

**Quote Id:** 18491359

**Customer Name:** CITY OF KILLEEN DRAINAGE UTILITY DIV

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
2308 Barnhardt Road  
Temple, TX 76501  
254-773-9916  
TempleJD@unitedagt.com

## JOHN DEERE 5100E Utility Tractor

**Contract:** Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

**Suggested List \***

\$ 64,639.72

**Price Effective Date:** October 9, 2018

**Selling Price \***

\$ 52,469.24

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 52,210.00	19.00	\$ 9,919.90	\$ 42,290.10	\$ 42,290.10
<b>Standard Options - Per Unit</b>							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,117.00	19.00	\$ 1,732.23	\$ 7,384.77	\$ 7,384.77
2120	Air Suspension Seat	1	\$ 710.00	19.00	\$ 134.90	\$ 575.10	\$ 575.10
3025	Deluxe Cornerpost Exhaust	1	\$ 503.00	19.00	\$ 95.57	\$ 407.43	\$ 407.43
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 853.00	19.00	\$ 162.07	\$ 690.93	\$ 690.93
3400	Less Mid Valves	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 11,183.00</b>		<b>\$ 2,124.77</b>	<b>\$ 9,058.23</b>	<b>\$ 9,058.23</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BW16765	Hood Guard	1	\$ 424.60	19.00	\$ 80.67	\$ 343.93	\$ 343.93
BLV10120	Beacon light kit	1	\$ 237.60	19.00	\$ 45.14	\$ 192.46	\$ 192.46
RE567557	Radio AM/FM Std	1	\$ 473.76	0.00	\$ 0.00	\$ 473.76	\$ 473.76
AL222926	Antenna - ANTENNA, REPLACEMENT SHORT STICK	1	\$ 110.76	0.00	\$ 0.00	\$ 110.76	\$ 110.76
<b>Dealer Attachments Total</b>			<b>\$ 1,246.72</b>		<b>\$ 125.82</b>	<b>\$ 1,120.91</b>	<b>\$ 1,120.91</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>



# Selling Equipment



Quote Id: 18491359      Customer Name: CITY OF KILLEEN DRAINAGE UTILITY DIV

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
2308 Barnhardt Road  
Temple, TX 76501  
254-773-9916  
TempleJD@unitedagt.com

<b>Suggested Price</b>		<b>\$ 52,469.24</b>		
<b>Total Selling Price</b>	<b>\$ 64,639.72</b>	<b>\$ 12,170.49</b>	<b>\$ 52,469.23</b>	<b>\$ 52,469.24</b>

## JOHN DEERE CX15 - Flex-Wing Rotary Cutter - Spring Suspension -540

**Contract:** Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

**Suggested List \***  
**\$ 23,127.00**

**Price Effective Date:** October 9, 2018

**Selling Price \***  
**\$ 17,576.52**

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
225MP	CX15 - Flex-Wing Rotary Cutter - Spring Suspension -540 RPM- Stump Jumpers - 6 Wheels Foam Filled	1	\$ 23,127.00	24.00	\$ 5,550.48	\$ 17,576.52	\$ 17,576.52
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>		<b>\$ 17,576.52</b>					
<b>Total Selling Price</b>		<b>\$ 23,127.00</b>	<b>\$ 5,550.48</b>	<b>\$ 17,576.52</b>	<b>\$ 17,576.52</b>		

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Equipment Purchases (Name of Contract), dated 11/15/18, made by and between the City of Killeen ("City") and Deere and Company ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 8<sup>th</sup> day of October, 2018.

City of Killeen

Vendor

By: \_\_\_\_\_

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

UNITED AG & TURF LLC

By: [Signature]

STORE MANAGER



H.B. 89

ADDENDUM TO SOURCEWELL AG TRACTOR CONTRACT 021815-DAC  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Equipment Purchases (Name of Contract), dated 11/15/18, made by and between the City of Killeen ("City") and Deere & Company ("Vendor" or whatever matches the contract).

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2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 10<sup>th</sup> day of October, 2018.

City of Killeen

Vendor

\_\_\_\_\_

By: \_\_\_\_\_

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

Tamara Hebert

By: Tamara Hebert

Contract Administrator



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

INV.

PURCHASING NAME

CITY OF KILEEN

ADDRESS

101 N. COLLEGE ST.

TELEPHONE

254-501-7789

CITY

KILEEN

STATE

TX

ZIP CODE

76541

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2019	FREIGHTLINER	M2106	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

*El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.*

MILEAGE:

BUY BOARD CONTRACT #521-16

CHASSIS BASE MODEL PRICE

\$51,982.00

CHASSIS OPTION EQUIPMENT PRICE

\$27,748.70

WARREN 13' DUMP BODY

\$19,050.00

DELIVER TO KILEEN TX

\$286.00

TOOL BOX

\$490.00

SET OF FILTERS

\$344.00

ONE YEAR TOWING WARRANTY

\$200.00

ELECTRIC BRAKE CONTROLLER

\$ 875.00

\$100,975.70 X (2)

\$201,951.40

BUY BOARD FEE

\$400.00

ITEM 6.2 DAILEY WELLS XG-75 PORTABLES NOT INCLUDED IN QUOTE

## Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE

KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. \*

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

MILEAGE: TRADE-IN

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MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

MILEAGE: TRADE-IN

YEAR MAKE MODEL/BODY VIN LICENSE PLATE

Full disclosure required by federal regulation "Z". The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved. If any, THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 10-25-2018

City of Killeen

ADDRESS

101 N College St

CITY

Killeen

TELEPHONE

STATE

Tx

ZIP CODE

76541

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-106	Order	

	<b>MILEAGE:</b>	
	Tx Buy Board # 521-16/515-16	
	2020 Freightliner M2-106 chassis to include Bergkamp FP5 Flameless pothole patcher	190,236.00
	Tx Buy Board fee (per PO)	400.00

	Final delivery to be provided by Bergkamp	

## Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

	<b>CUSTOMER SIGNATURE</b>	
	<b>SALESMAN SIGNATURE</b> Tom Standard 512-468-7270	

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY.** "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

<b>MILEAGE:</b>	<b>TRADE-IN</b>
-----------------	-----------------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

<b>MILEAGE:</b>	<b>TRADE-IN</b>
-----------------	-----------------

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
------	------	------------	-----	---------------

		<b>TOTAL</b>	190,636.00
PAYOFF TO:		<b>Trade Allowance</b>	
ADDRESS:		<b>Trading Difference</b>	
		<b>Sales Tax</b>	
GOOD UNTIL:		<b>Vehicle Inventory Tax</b>	
QUOTED BY:		<b>License Fee</b>	
SHOW LEIN TO:	Body Type:	<b>Documentary Fee</b>	
ADDRESS:	License Wt.:	<b>Federal Excise Tax</b>	
	State Insp.:	<b>TOTAL SALE PRICE</b>	190,636.00
DATED:	LIEN AMOUNT \$	<b>Payoff on Trade</b>	
DRAFT FOR \$	Title:	<b>Ext. Service Agreement</b>	
DRAFT THRU:	Transfer:	<b>Less Deposit</b>	
ADDRESS:		<b>Total Balance Due</b>	190,636.00

H.B. 89

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Vehicle Purchases (Name of Contract), dated 11/16/18, made by and between the City of Killeen ("City") and Freightliner of Austin ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 17<sup>th</sup> day of October, 2018.

City of Killeen

Vendor

By: \_\_\_\_\_

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

Freightliner of Austin

By: \_\_\_\_\_

Patricia Hempel VP

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Equipment Purchases (Name of Contract), dated 11/30/18, made by and between the City of Killeen ("City") and Freightliner of Austin ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

7th The City and Vendor have duly executed this Addendum as of this November day of November, 2018.

City of Killeen

Vendor Freightliner of Austin

By: \_\_\_\_\_

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

Carlita Hempel  
By: Paul H. H.  
VP



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-423308

Date Filed:  
11/07/2018

Date Acknowledged:

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

Freightliner of Austin  
Austin, TX United States

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

City of Killeen

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

BuyBoard 521-16  
Equipment Purchases

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

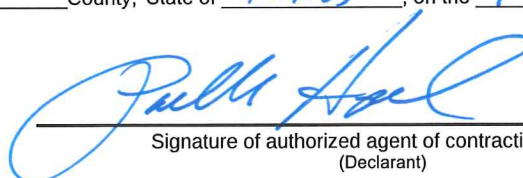
### 6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67.

My address is 1701 Smith Rd, Austin, TX, 78721, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Texas County, State of Texas, on the 7 day of November, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

## BUYBOARD

11/8/2018

### PRODUCT PRICING BASED ON CONTRACT

Customer:

City of Killeen

Product Description:

2019 F550 w/ Service Crane body

A: Base Price in Bid/Proposal Number **521-16** \$ 27,449.00

B: Published Options (Itemize each item below)

F5H 4X4 Chassis	\$ 3,905.00	512 Spare Tire	\$ 850.00
99T Diesel	\$ 9,980.00	91M Sync	\$ 650.00
THB Traction Tires	\$ 475.00	61J Jack	\$ 125.00
X8L 4.88 L/S Axle	\$ 650.00	62R PTO Prov	\$ 575.00
68M 19,500 GVWR	\$ 1,695.00	18B Running Boards	\$ 650.00
90L Power Group	\$ 1,450.00		\$ -
525 Cruise	\$ 575.00		\$ -
67P HD Ft axle and susp	\$ 545.00		\$ -
41H Block Heater	\$ 350.00		\$ -
425 50 state emissions	\$ 575.00	Knapheide Crane Body	\$ 52,950.00

Subtotal Column 1: \$ 20,200.00

Subtotal Column 2: \$ 55,800.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 76,000.00

C: Subtotal of A + B => \$ 103,449.00

D: UnPublished Options %

upgrade to customer spec	\$ 20,571.80	\$ -
crane, body, welder,Air Comp	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
		\$ -

Subtotal Column 1: \$ 20,571.80

Subtotal Column 2: \$ -

Body \$ 20,571.80

E: Contract Price Adjustment (If any, explain here) Chassis disc \$ - \$ (500.00)

F: Total of C + D ± E (Not including Buy Board Fee) => \$ 123,520.80

G: Quantity Ordered (Units x F) => # of Units 1 \$ 123,520.80

H: BUYBOARD Fee (From Fee Schedules, Table: \_\_\_\_\_ => @ \_\_\_\_\_ % \$ 400.00

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

	\$ -
	\$ -

Subtotal of Non-Equipment Charges \$ -

J: TOTAL PURCHASE PRICE INCLUDING (G + H +I) => \$ 123,920.80

Grande Truck Center  
PO Box 201210  
San Antonio, Texas 78220

Rocky Shoffstall  
PH 210-666-7112  
FX 210-666-7216  
800-779-7672 X112

Grande Truck Confidential

11/8/2018

Page 1



P.O. Box 9  
Hewitt, Texas 76643-9998  
T: 254 857-8813  
F: 254 857-9253  
www.utecequip.com

5/22/18

Grant Roach/Natalie Waddington/Josh Quick  
City of Killeen  
Ph: 254-501-7798  
Email: [groach@killeentexas.gov](mailto:groach@killeentexas.gov)  
Email: [nwaddington@killeentexas.gov](mailto:nwaddington@killeentexas.gov)

Quote# 51094

**Knapheide Crane Body Model# 6132DLR-44**

133.25"L x 94"W

50"W Loadspace

22"D Compartments

52"T Side Packs

60"T Raised Front Vertical For Oxy/Acetylene Storage

Includes Workbench Style Bumper

Includes Through Compartment

Includes Vice Mount Plate

Class V Receiver Hitch/D-Rings/7-Way Trailer Plug

(Qty 2) Rubber Flexible Grip Strut Steps Mounted One Per Side @ Bumper

(Qty 2) 12" Aluminum Grab Handles Installed One Per Side @ Rear

Cab Guard W/ Punched Window Installed Behind Cab

Aluminum Fuel Fill Cup

(Qty 6) D-Ring Cargo Tie Downs Installed In Loadspace Area (6,000# Capacity)

Clean Out Drain Holes W/ Plugs Installed In Each Compartment

LED Compartment Lights Installed

Master Locking System Installed

3-Point T-Handle Latches Installed

Torsion Box Floor Installed

Isolated Crane Box From SidePack

**Streetside Shelving:**

1<sup>st</sup> Vertical: American Eagle Drawer Set

(Qty 3) 3" Drawers (500# Capacity)

(Qty 3) 5" Drawers (500# Capacity)

(Qty 1) 7" Drawer (500# Capacity)

2<sup>nd</sup> Vertical: Sortimo Storage Package

Horizontal: Adjustable Divider Shelf (250# Capacity)

Rear Vertical: (Qty 2) Adjustable Divider Shelves (250# Capacity)

**Curbside Shelving:**

1<sup>st</sup> Vertical: (Qty 3) Bottle Gas Retainer Bracket (Includes Straps, Hooks & Floor Reinforcement)

2<sup>nd</sup> Vertical: (Qty 2) Adjustable Divider Shelves (250# Capacity)

Horizontal: Adjustable Divider Shelf (250# Capacity)

Rear Vertical: Isolated Crane Compartment



Includes (Qty 2) Adj. Divider Shelves Below Drip Tray (250# Capacity)  
Body/Bumper & Cab Guard Painted Knapheide White  
**Venturo 6K Hydraulic Crane Model# HT40KX-25 Installed**  
Boom Rest Installed  
35Gallon Bulkhead Style Hydraulic Reservoir  
Wireless Remote Provided In Lieu Of Corded Controls  
**Hydraulic Outriggers Installed**  
Hydraulic Out & Down On Crane Side  
Hydraulic Down Only On Streetside  
**Manual Front Outrigger Installed**  
Manual Out/Down On Crane Side Only  
Leaf Springs Added To Crane Side  
**VMAC Hydraulic Air Compressor Model# H40**  
40 CFM @ 150 PSI  
100% Duty Cycle  
Includes 6 Gallon Air Tank  
Includes FLR System (Filter/Lubricator/Regulator)  
Mounted On Compartment Top  
**Chelsea PTO & Tandem Pump Installed**  
Reelcraft Hydraulic Hose Reel 1/2" x 50'  
Includes Hose Guide Through Rear Curbside SidePack Wall  
**Mount City of Killeen Supplied Miller 225 Welder On Compartment Top**  
(Qty 4) Ecco Floodlights Model# EW2311 (3600 Effective Lumens Each)  
One Mounted @ Each Corner Of Crane Body  
(Qty 4) Ecco Amber LED Directional Strokes Model# 3715A  
Two Mounted @ Front Grill Area One Per Side  
Two Mounted @ Rear Crane Body Bumper One Per Side  
Ecco 60" Evolution Halogen Light Bar Installed On Top Of Cab  
(Qty 2) Mud Flaps Installed  
Fire Extinguisher 5# Provided  
Back Up Camera W/ 7"LCD Screen Provided  
Back Up Alarm Installed  
Spray Line Crane Body Floor, Interior Walls, Interior Bulkhead Wall, Compartment Tops  
Front Wall Of Side Packs & Top of Workbench Bumper  
**Fabricate Manual Reels For Welding Leads**  
**Install Warn 15K Winch**  
W/ 90' of 7/16" Cable, 4-Way Roller & 12' Remote Control Cable  
Includes Labor To Install

**Equipment Total: \$73,521.80**

Thanks For The Opportunity To Quote.  
Best Regards,

Jason Coats

REVISED...11/7/18...Updated Pricing With Current Cost (11/7), Added Warn Winch To Base Portion Of Quote, Added Manual Reels For Welding Leads To Quote, Removed Option For VMAC G30 Air Compressor/Triple Air Tanks/Remote Start Panel, Remove Option For DeeZee Square 55 Gallon Diesel Tank With Pump/Meter/Nozzle & Filler Kit, Removed Option For Dailey Wells Communication System



Grande Truck Center  
4662 IH 10 East, San Antonio, Texas, 782194205  
Office: 210-661-4121  
Fax: 210-666-7211

## Customer Proposal

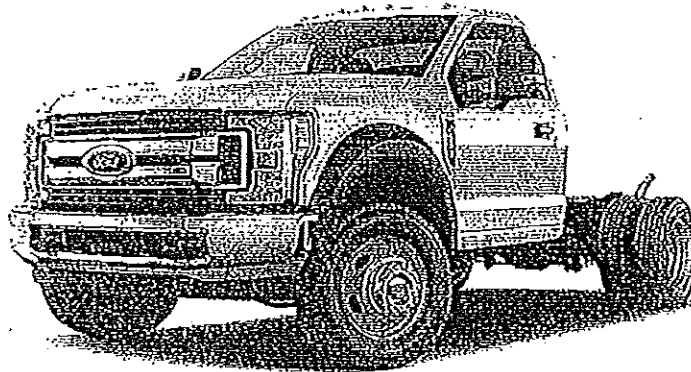
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Prepared by:

ROCKY SHOFFSTALL  
Office: 210-661-4121  
Email: rshoffstall@grandetruck.com

Date: 05/23/2018

Vehicle: 2019 F-550 Chassis XL  
4x4 SD Regular Cab 169" WB DRW  
Quote ID: 517Kille





Grande Truck Center  
4562 IH 10 East, San Antonio, Texas, 782194205  
Office: 210-861-4121  
Fax: 210-866-7211

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*Re: Vehicle Proposal*

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

ROCKY SHOFFSTALL

rshoffstall@grandetruck.com



Grande Truck Center  
4582 IH 10 East, San Antonio, Texas, 782194205  
Office: 210-661-4121  
Fax: 210-666-7211

2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 617K116

## Selected Options

Code	Description
F5H ✓	Base Vehicle Price (F5H)
660A	Order Code 660A Includes: - Engine: 6.8L 3-Valve SOHC EF1NA V10 - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift. - 4.88 Axle Ratio - GVWR: 19,000 lbs Payload Package - Tires: 225/70R19.5G BSW AS - Wheels: 19.5" Argent Painted Steel Includes manual locking hubs. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes 4-speakers.
99T ✓	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility. Includes: - Dual 70-AH 750 CCA Batteries - 220 Amp Extra Heavy Duty Alternator
44W	Transmission: TorqShift 6-Speed Automatic (6R140). Includes SelectShift.
X8L ✓	Limited Slip w/4.88 Axle Ratio
68M ✓	GVWR: 19,500 lb Payload Plus Upgrade Package Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,708. NOTE: See Order Guide Supplemental Reference for further details on GVWR.
TGB ✓	Tires: 225/70R19.5G BSW Max Traction Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70R19.5G BSW traction.
64Z	Wheels: 19.5" Argent Painted Steel Includes manual locking hubs.
512 ✓	Spare Tire, Wheel & Jack REQUIRED in Rhode Island. Excludes carrier. Includes: - 6-Ton Hydraulic Jack
4	Cloth 40/Mini-Console/40 Front Seat Includes driver's side manual lumbar.
PAINT	Monotone Paint Application
169WB	169" Wheelbase
90L ✓	Power Equipment Group

62 R

PTO Provision

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2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 617K116

## Selected Options (cont'd)

Code	Description
	<p><i>Deletes passenger side lock cylinder. Includes upgraded door trim panel.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Accessory Delay</li> <li>- Advanced Security Pack</li> <li>- Includes Secure Lock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</li> <li>- Trailer Tow Mirrors w/Power Heated Glass</li> <li>- Includes manual telescoping, heated convex spotter mirror and integrated clearance lamp/side signals.</li> <li>- MyKey</li> <li>- Includes owner controls feature.</li> <li>- Power Front Side Windows</li> <li>- Includes 1-touch up/down driver/passenger window.</li> <li>- Power Locks</li> <li>- Remote Keyless Entry</li> </ul>
67P ✓	<p>Extra Heavy-Duty Front End Suspension - 7,500 GAWR</p> <p><i>Includes upgraded front axle and max 7,500 lbs. Front Springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i></p>
41H ✓	Engine Block Heater
61J ✓	6-Ton Hydraulic Jack
188 ✓	Platform Running Boards
525 ✓	Steering Wheel-Mounted Cruise Control (LPO)
	REQUIRES valid FIN code.
585_ ✓	Radio: AM/FM Stereo/MP3 (LPO) (Fleet)
	REQUIRES valid FIN code.
	<p><i>Includes 4-speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- SYNC Communications &amp; Entertainment System</li> <li>- Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppleLink, 1 smart-charging USB port and steering wheel audio controls.</li> </ul>
425 ✓	50-State Emissions System
4S_01	Medium Earth Gray
Z1_01	Oxford White

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Office: 210-661-4121  
Fax: 210-666-7211

2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 517K111

## Selected Equipment & Specs

### Dimensions

Exterior length: 254.8" \* Cab to axle: 84.0" \* Exterior width: 80.0" \* Exterior height: 81.1" \* Wheelbase: 169.0" \* Front track: 74.8" \* Rear track: 74.0" \* Turning radius: 24.2' \* Rear tire outside width: 93.9" \* Min ground clearance: 8.3" \* Front legroom: 43.9" \* Front headroom: 40.8" \* Front hiproom: 62.5" \* Front shoulder room: 66.7" \* Passenger volume: 64.6cu.ft. \* Cargo volume: 11.6cu.ft. \* Maximum cargo volume: 11.6cu.ft.

### Powertrain

Powerstroke 330hp 6.7L OHV 32 valve Intercooled turbo V-8 engine with diesel direct injection \* Recommended fuel : diesel \* federal \* TorqShift 6 speed automatic transmission with overdrive \* Part-time \* Limited slip differential \* Fuel Economy City: N/A \* Fuel Economy Highway: N/A

### Suspension/Handling

Front Mono-beam non-independent suspension with anti-roll bar, HD shocks \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks \* Firm ride Suspension \* Hydraulic power-assist re-circulating ball Steering \* Front and rear 19.5 x 6 argent steel wheels \* LT225/70SR19.5 GBSWAT front and rear tires \* Dual rear wheels

### Body Exterior

2 doors \* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator \* Turn signal indicator in mirrors \* Black door mirrors \* Black bumpers \* Side steps \* Trailer harness \* Clearcoat paint \* Front and rear 19.5 x 6 wheels \* 2 front tow hook(s)

### Convenience

Manual air conditioning with air filter \* Cruise control with steering wheel controls \* Power front windows \* Driver and passenger 1-touch up \* Driver and passenger 1-touch down \* Remote power door locks with 2 stage unlock and illuminated entry \* Manual tilt steering wheel \* Manual telescopic steering wheel \* Day-night rearview mirror \* 911 Assist emergency SOS \* Wireless phone connectivity \* AppLink smart device integration \* 2 1st row LCD monitors \* Front cupholders \* Passenger visor mirror \* Driver and passenger door bins \* Upfilter switches

### Seats and Trim

Seating capacity of 2 \* Front bucket seats \* 4-way driver seat adjustment \* Manual driver lumbar support \* 4-way passenger seat adjustment \* Cloth seat upholstery

### Entertainment Features

AM/FM stereo radio with radio data system \* CD-MP3 decoder \* Auxiliary audio input \* SYNC external memory control \* Steering wheel mounted controls \* 4 speakers \* Streaming audio \* Fixed antenna

### Lighting, Visibility and Instrumentation

Halogen aero-composite headlights \* Delay-off headlights \* Fully automatic headlights \* Variable Intermittent front windshield wipers \* Light tinted windows \* Front reading lights \* Tachometer \* Compass \* Outside temperature display \* Trip computer \* Trip odometer

### Safety and Security

4-wheel ABS brakes \* Brake assist \* 4-wheel disc brakes \* Driveline traction control \* Dual front impact airbag supplemental restraint system with passenger cancel \* Dual seat mounted side impact airbag supplemental restraint system \* Safety Canopy System curtain 1st row overhead airbag supplemental restraint system \* Remote activated perimeter/approach lighting \* Power remote door locks with 2 stage unlock and panic alarm \* Security system with SecurILock Immobilizer \* MyKey restricted driving mode \* Manually adjustable front head restraints

### Dimensions

#### General Weights

Curb	8050 lbs.	GVWR	19500 lbs.
Payload	11670 lbs.		

#### Front Weights

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Office: 210-661-4121  
Fax: 210-666-7211

2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 617K116

## Selected Equipment & Specs (cont'd)

Front GAWR	7500 lbs.	Front curb weight	4764 lbs.
Front axle capacity	7500 lbs.	Front spring rating	7500 lbs.
Front tire/wheel capacity	7500 lbs.		
<b>Rear Weights</b>			
Rear GAWR	14706 lbs.	Rear curb weight	3286 lbs.
Rear axle capacity	14706 lbs.	Rear spring rating	15000 lbs.
Rear tire/wheel capacity	15000 lbs.		
<b>Trailer Type</b>			
Harness	Yes	Trailer sway control	Yes
<b>General Trailering</b>			
5th-wheel towing capacity	22200 lbs.	Gooseneck towing capacity	22200 lbs.
Towing capacity	18500 lbs.	GCVWR	31000 lbs.
<b>Fuel Tank type</b>			
Capacity	40 gal.		
<b>Off Road</b>			
Min ground clearance	8 "		
<b>Interior cargo</b>			
Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
<b>Rear Frame</b>			
Height loaded	29 "	Height unloaded	34 "
<b>Powertrain</b>			
<b>Engine Type</b>			
Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo
<b>Engine Spec</b>			
Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"
<b>Engine Power</b>			
Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
<b>Alternator</b>			
Type	HD	Amps	220
<b>Battery</b>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual
<b>Engine Extras</b>			
Block heater	Yes		
<b>Transmission</b>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6

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Office: 210-661-4121  
Fax: 210-666-7211

2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 517K116

## Selected Equipment & Specs (cont'd)

Type	Automatic		
Transmission Gear Ratios			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.868	6th	0.674
Reverse Gear ratios	3.128		
Transmission Torque Converter			
Stall ratio	1.90		
Transmission Extras			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Drive Type			
4wd type	Part-time	Type	Four-wheel
Drive Feature			
Limited slip differential	Mechanical	Traction control	Driveline
Locking hub control	Manual	Transfer case shift	Manual
Drive Axle			
Ratio	4.88		
Exhaust			
Material	Stainless steel	System type	Single
Emissions			
CARB	Federal		
Fuel Economy			
Fuel type	Diesel		
Engine Retarder			
Type	Yes		
Driveability			
Brakes			
ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
Brake Assistance			
Brake assist	Yes		
Suspension Control			
Ride	Firm		
Front Suspension			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
Front Spring			
Type	Coil	Grade	HD
Front Shocks			
Type	HD		
Rear Suspension			
Independence	DANA 130 rigid axle	Type	Leaf

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Office: 210-661-4121  
Fax: 210-666-7211

2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 517K110

## Selected Equipment & Specs (cont'd)

Anti-roll bar	Regular		
<b>Rear Spring</b>			
Type	Leaf	Grade	HD
<b>Rear Shocks</b>			
Type	HD		
<b>Steering</b>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<b>Steering Specs</b>			
# of wheels	2		
<b>Exterior</b>			
<b>Front Wheels</b>			
Diameter	19.5"	Width	6.00"
<b>Rear Wheels</b>			
Diameter	19.5"	Width	6.00"
Dual	Yes		
<b>Spare Wheels</b>			
Wheel material	Steel		
<b>Front and Rear Wheels</b>			
Appearance	Argent	Material	Steel
<b>Front Tires</b>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	225mm	LT load rating	G
RPM	645		
<b>Rear Tires</b>			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	225mm	LT load rating	G
RPM	645		
<b>Spare Tire</b>			
Mount	Frame mounted	Type	Full-size
<b>Wheels</b>			
Front track	74.8"	Rear track	74.0"
Turning radius	24.2'	Wheelbase	169.0"
Rear tire outside width	93.9"		
<b>Body Features</b>			
Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Side steps	Yes	Front tow hook(s)	2
<b>Body Doors</b>			
Door count	2		

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Grande Truck Center  
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Office: 210-661-4121  
Fax: 210-666-7211

2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 617K116

## Selected Equipment & Specs (cont'd)

### Exterior Dimensions

Length	254.8"	Body width	80.0"
Body height	81.1"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	123.7"		

### Safety

#### Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

#### Seatbelt

Height adjustable	Front
-------------------	-------

#### Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

### Seating

#### Passenger Capacity

Capacity	2
----------	---

#### Front Seats

Spill	Buckets	Type	Bucket
-------	---------	------	--------

#### Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

#### Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

#### Front Head Restraint

Control	Manual	Type	Adjustable
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#### Front Seat Trim

Material	Cloth	Back material	Carpet
----------	-------	---------------	--------

### Convenience

#### AC And Heat Type

Air conditioning	Manual	Air filter	Yes
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#### Audio System

CD-MP3 decoder	CD-MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	SYNC		

#### Audio Speakers

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Office: 210-661-4121  
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2019 F-650 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 517K116

## Selected Equipment & Specs (cont'd)

Speaker type	Regular	Speakers	4
<b>Audio Controls</b>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes
<b>Audio Antenna</b>			
Type	Fixed		
<b>LCD Monitors</b>			
1st row	2	Primary monitor size (Inches)	4.2
<b>Cruise Control</b>			
Cruise control	With steering wheel controls		
<b>Convenience Features</b>			
Retained accessory power	Yes	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfilter switches	Yes
<b>Door Lock Activation</b>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
<b>Instrumentation Type</b>			
Display	Analog		
<b>Instrumentation Gauges</b>			
Tachometer	Yes	Engine temperature	Yes
Turbo/supercharger boost	Yes	Transmission fluid temp.	Yes
Engine hour meter	Yes		
<b>Instrumentation Warnings</b>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<b>Instrumentation Displays</b>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
<b>Instrumentation Feature</b>			
Trip computer	Yes	Trip odometer	Yes
<b>Steering Wheel Type</b>			
Material	Urethane	Tilling	Manual
Telescoping	Manual		
<b>Front Side Windows</b>			
Window 1st row activation	Power		
<b>Window Features</b>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<b>Front Windshield</b>			

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2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 617K116

## Selected Equipment & Specs (cont'd)

Wiper	Variable intermittent		
Rear Windshield			
Window	Fixed		
Interior			
Passenger Visor			
Mirror	Yes		
Rear View Mirror			
Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shift knob	Urethane	Interior accents	Chrome
Lighting			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
Floor Console Storage			
Storage	Yes	Type	Partial
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Bin
Dashboard	Covered		
Legroom			
Front	43.9"		
Headroom			
Front	40.8"		
Hip Room			
Front	62.5"		
Shoulder Room			
Front	66.7"		
Interior Volume			
Passenger volume	64.6 cu.ft.		

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2019 F-550 Chassis, SD Regular Cab  
4x4 SD Regular Cab 169" WB DRW XL(F5H)  
Price Level: 920 Quote ID: 517Killa

## Warranty - Standard Equipment & Specs

### Warranty

#### Basic

Distance	36000 miles	Months	36 months
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#### Powertrain

Distance	60000 miles	Months	60 months
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#### Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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#### Roadside Assistance

Distance	60000 miles	Months	60 months
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Prepared by: ROCKY SHOFFSTALL Date: 05/23/2018

ADDENDUM TO CONTRACT FOR EQUIPMENT PURCHASES

This addendum supplements that certain Equipment Purchases, dated 11/30/18, made by and between the City of Killeen and Grande Truck Center.

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

8<sup>th</sup> The City and Vendor have duly executed this Addendum as of this day of November, 2018.

City of Killeen

Vendor

\_\_\_\_\_

By: \_\_\_\_\_

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

Grande Truck Center

By: Kevin Shoffstall

11/8/2018

# Caterpillar Financial Services Corporation

## Finance Proposal

### CUSTOMER

Name: City of Killeen - 420F2 - CVO (January Delivery)

Address .....  
City .....  
State .....  
Zip code .....  
County .....

Good if:  
Acknowledged by ..... Dec-01-18  
Funded by ..... Dec-01-18

### DEALER

HOLT TEXAS, LTD  
Sales person ..... Bryan Taylor  
Dealer contact .....  
Telephone .....

Quote number ..... 608-8976  
Fax number .....  
Quote date ..... 11/01/2018  
Quote time ..... 10:37:11

### FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... CAT VALUE OPTION  
Number of payments ..... 36 Monthly  
Payments ..... in Arrears  
Purchase option ..... Stated option  
Equipment ..... Construction  
Quoted by ..... turraa  
Report created by ..... turraa

	Model	ADR Code	Ann. Hours	Qty	Amount Financed	Payment	Purchase Option
New	420F2IT	915.00	1500	1	117,175.76	2,140.20	65,520.00

Special Conditions:

420F2IT  
Model Year - 2019, Standard Environment; Major Attachments-Air Conditioning, Cab, Tires; Blades/Buckets/Rippers-Backhoe Bucket, General Purpose Bucket, Quick Coupler

	Model	Insurance	Payment w/Insurance
New	420F2IT	180.39	2,320.59

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

### CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amounts. Under the CAT Master Tax Lease and CAT Long Term Rental Agreement, a lessee is required to indemnify the lessor for loss of tax benefits.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
2120 West End Avenue, Nashville, TN 37203  
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:



**Caterpillar Financial Services Corporation**

**Finance Proposal**

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Caterpillar Financial Services Corporation

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City of Killeen - 420F2 - CVO (January Delivery)

Date



DATE: October 4, 2018

QUOTE #:226585-01

**CITY OF KILLEEN FLEET SERVICES**  
FRANK TYDLACKA

PO BOX 1329  
KILLEEN, TEXAS 76540-1329

**One (1) New Caterpillar Inc Model: 420F ITC4E Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:**

DATE: October 4, 2018QUOTE #:Quote 226585-01

#### MACHINE SPECIFICATIONS

**STOCK NUMBER: HLK036415**

DESCRIPTION	REF.#
420F2 BHL IT, TIER 4, HRC	450-8450
STICK, EXTENDABLE, 14FT	450-8730
POWERTRAIN, 4WD, POWERSHIFT	547-6095
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757
HYDRAULICS, MP, 6FCN/8BNK, IT	450-8533
CAB, DELUXE	450-8683
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	433-4806
BELT, SEAT, 2" SUSPENSION	206-1747
AIR CONDITIONER, T4	450-8715
TIRES, 12.5 80/19.5L-24, FS	380-8961
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	430-9944
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	398-2681
COUPLING,QD,THREADED WITH CAPS	456-3390
FAN, DELUXE CAB	387-6682
PRODUCT LINK, CELLULAR, PL641I	447-0049
BATTERY, HEAVY DUTY	457-2797
PLATE GROUP - BOOM WEAR	423-7607
SECURITY SYSTEM, KEYPAD	387-6570
GUARD, STABILIZER	353-1389
CARRIAGE, FORK	6W-8832
FORK TINE, 54" X 5" X 2"	195-6939
COUPLER, PIN LOCK, BL F	544-1901
BUCKET-GP, 1.5 YD3, IT	251-1794

DESCRIPTION	REF.#
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
RUST PREVENTATIVE APPLICATOR	462-1033
SHIPPING/STORAGE PROTECTION	461-6839
PACK, DOMESTIC TRUCK	0P-0210
LANE 2 ORDER	0P-9002
KIT, HYD, COMBINED, 14FT E-STK	
18" QC HD DIRT BUCKET	

**STOCK NUMBER: HLK036415**

**SOURCEWELL QUOTE CONTRACT #032515:**

SALE PRICE	\$116,573.96
EXT WARRANTY	Included
<b>TOTAL PRICE</b>	<b>\$116,573.96</b>
<hr/>	
<b>SUB TOTAL</b>	<b>\$116,573.96</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$116,573.96</b>

**WARRANTY**

Standard Warranty: 12 Month/Unlimited Hours Total Machine  
Extended Warranty: 3YR / 5000 HOUR POWERTRAIN + HYDRAULIC WARRANTY

**NOTES**

**STANDARD EQUIPMENT**

**CONSIST NOTE**

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 420F2 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

**BOOMS, STICKS AND LINKAGES**

14'4" Center pivot excavator style  
backhoe  
Pilot operated joystick hydraulic  
controls with pattern changer valve  
Pilot operated stabilizer controls

Boom transport lock  
Swing transport lock  
Street pads stabilizer shoes  
Anti-drift hydraulics

## POWERTRAIN

Drive-line parking brake  
High Ambient Cooling Package  
Torque converter  
Transmission--four speed synchro mesh  
with power shuttle & neutral safety

switch  
Spin-on fuel, engine oil & transmission  
oil filters  
Outboard planetary rear axles  
Open Circuit Breather

## HYDRAULICS

Load sensing, variable flow system  
with 43 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings  
Caterpillar XT-3 hose

Hydraulic oil cooler  
Pilot control shutoff switch  
PPPC, Flow-sharing hydraulic valves  
Hydraulic suction strainer

## ELECTRICAL

12 volt electrical start  
150 ampere alternator  
Horn and Backup Alarm  
Hazard flashers/turn signals  
Halogen head lights (4)  
Halogen rear flood lights (4)  
Stop and tail lights

Audible system fault alarm  
Key start/stop system  
880 CCA maintenance free battery  
Battery disconnect switch  
External/internal power receptacles(12v)  
Diagnostic ports for engine and machine  
Electronic Control Modules

## POWERTRAIN

Differential lock  
disk brake with dual pedals & interlock  
Hydraulically boosted multi-plate wet  
indicator  
ejection system & filter condition  
integral precleaner, automatic dust  
A dry-type axial seal air cleaner with  
Eco mode

Thermal starting aid system  
Water separator with service indicator  
with Selective Catalytic Reduction(SCR)  
US EPA Tier4 Final Emissions Compliant  
with ACERT technology.  
Direct Injection Turbo Charged Engine,  
Cat C4.4, 74.5KW (Net 93HP / 69kW)

## BOOMS, STICKS AND LINKAGES

Single Tilt Loader  
Transmission neutralizer switch  
control  
Self-leveling loader with single lever  
Return-to-dig (auto bucket positioner)

Lift cylinder brace  
Bucket level indicator  
Cat Cushion Swing(tm) system  
(Boom, Stick and E-Stick)

## ELECTRICAL

Remote jump start connector

## OPERATOR ENVIRONMENT

Lighted gauge group  
Interior rearview mirror  
Rear fenders

Hand and foot throttle  
Automatic Engine Speed Control  
One Touch Low Idle

ROPS canopy  
2-inch retractable seat belt  
Tilt steering column  
Steering knob

Floor mat and Coat Strap  
Lockable storage area  
Air suspension seat

#### **OTHER STANDARD EQUIPMENT**

Hydrostatic power steering  
Standard Storage Box  
Transport tie-downs  
Ground line fill fuel tank with 44  
gallon capacity  
Ground line fill diesel exhaust fluid  
tank with 5 gallon capacity  
Rubber impact strips on radiator guards

Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual  
Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem Protection  
Long Life Coolant -30C (-20F)  
Padlocks (2 on ST, 3 on IT)



# SALES AGREEMENT

DATE Oct 16, 2018  
Agreement Number: 226585

**HOLT TEXAS LTD (HOLT), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone:(800) 275-4658**

CUSTOMER <u>CITY OF KILLEEN FLEET SERVICES</u>		<u>&lt;SAME&gt;</u>	
S	STREET ADDRESS <u>PO BOX 1329</u>	S	
T	CITY/STATE <u>KILLEEN, TX</u>	H	COUNTY/COUNTRY <u>BELL, UNITED STATES</u>
L	POSTAL CODE <u>76540-1329</u>	T	PHONE NO. <u>254 634 2191</u>
D	CUSTOMER CONTACT: <u>EQUIPMENT</u>	P	<u>FRANK TYDLACKA - 254 501 7789</u>
O	<u>PRODUCT SUPPORT</u>	T	<u>FRANK TYDLACKA - 254 501 7789</u>
	INDUSTRY CODE: <u>LOCAL GOVERNMENT (PS93)</u>	O	PRINCIPAL WORK CODE _____
		F.O.B. AT: <u>Waco - Machine Division</u> SHIP VIA: <u>Customer Arranged</u>	
CUSTOMER NUMBER <u>0668055</u>		Sales Tax Exemption # (if applicable) - TYPE: <u>N/A</u>	
		TX MUNICIPALITY _____	
CUSTOMER PO NUMBER _____		LKE ( Yes / <u>No</u> ) _____	
PAYMENT TERMS: _____ (Payment Terms are subject to Finance Company – OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input checked="" type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Net 30			
CASH WITH ORDER <u>N/A</u> BALANCE TO FINANCE <u>N/A</u> CONTRACT INTEREST RATE <u>N/A</u> RELEASE NUMBER _____			
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC		MODEL: 420F ITC4E	
ID NUMBER: HLK036415		YEAR: TBA	
		SERIAL NUMBER: TBA	
		SMU: TBA	
420F2 BHL IT, TIER 4, HRC	450-8450	RIDE CONTROL	398-2681
PACK, DOMESTIC TRUCK			0P-0210
STICK, EXTENDABLE, 14FT	450-8730	COUPLING,QD,THREADED WITH CAPS	456-3390
LANE 2 ORDER			0P-9002
POWERTRAIN, 4WD, POWERSHIFT	547-6095	FAN, DELUXE CAB	387-6682
KIT, HYD, COMBINED, 14FT E-STK			
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757	PRODUCT LINK, CELLULAR, PL641I	447-0049
18" QC HD DIRT BUCKET			
HYDRAULICS, MP, 6FCN/8BNK, IT	450-8533	BATTERY, HEAVY DUTY	457-2797
CAB, DELUXE	450-8683	PLATE GROUP - BOOM WEAR	423-7607
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	SECURITY SYSTEM, KEYPAD	387-6570
SEAT, DELUXE FABRIC	433-4806	GUARD, STABILIZER	353-1389
BELT, SEAT, 2" SUSPENSION	206-1747	CARRIAGE, FORK	6W-8832
AIR CONDITIONER, T4	450-8715	FORK TINE, 54" X 5" X 2"	195-6939
TIRES, 12.5 80/19.5L-24, FS	380-8961	COUPLER, PIN LOCK, BL F	544-1901
COUNTERWEIGHT, 1015 LBS	337-9696	BUCKET-GP, 1.5 YD3, IT	251-1794
STABILIZER PADS, FLIP-OVER	9R-6007	CUTTING EDGE, TWO PIECE,WIDE	9R-5320
INSTRUCTIONS, ANSI	430-9944	RUST PREVENTATIVE APPLICATOR	462-1033
SERIALIZED TECHNICAL MEDIA KIT	421-8926	SHIPPING/STORAGE PROTECTION	461-6839
TRADE-IN EQUIPMENT		TERMS OF SALE	
MODEL: _____ YEAR: _____ SN: _____		SALE PRICE <u>\$116,573.96</u>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		EXT WARRANTY <u>Included</u>	
MODEL: _____ YEAR: _____ SN: _____		SUB TOTAL <u>\$116,573.96</u>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		DOCUMENT FEE <u>\$350.00</u>	
MODEL: _____ YEAR: _____ SN: _____		TOTAL PURCHASE PRICE <u>\$116,923.96</u>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:		EQUIPMENT WARRANTY	
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.		Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein. 12 Month/Unlimited Hours Total Machine 3YR / 5000 HOUR POWERTRAIN + HYDRAULIC WARRANTY	
HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.			
OTHER TERMS AND CONDITIONS		INITIAL _____	
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.		CSA: _____	
THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.			
NOTES:			

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

Date Oct 16, 2018  
Bryan Taylor(900)  
ORDER RECEIVED BY \_\_\_\_\_  
SALES MANAGER \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_

Date \_\_\_\_\_  
CITY OF KILLEEN FLEET SERVICES  
CUSTOMER  
By \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_

## **ADDITIONAL TERMS AND CONDITIONS**

**1. AGREEMENT:** This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

**2. TITLE TO EQUIPMENT:** Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

**3. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

**4. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

**5. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

**6. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

**7. SECURITY AGREEMENT:** Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

**8. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

**9. REMEDIES ON DEFAULT:** In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

**10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.**

**11. ASSIGNMENT:** HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to CATD Exchange Services LLC. No assignee of HOLT, including CATD Exchange Services LLC, as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

**12. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

**13. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

**14. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: [http://www.cat.com/en\\_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html](http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html). **Right to a jury trial is hereby waived by all parties.**

**15. ARBITRATION:** Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Backhoe Lease-Purchase (Name of Contract), dated 11/29/18, made by and between the City of Killeen ("City") and Holt Texas, LTD ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Killeen

Vendor: Holt Texas, LTD.



By: \_\_\_\_\_

By: Michael Puryear  
General Counsel

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



QUOTE# 001-Q74647

## CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN		Contractor: CALDWELL COUNTRY			
Contact Name: GRANT ROACH		CALDWELL COUNTRY			
Email: GROACH@KILLEENTEXAS.GOV		Prepared By: Averyt Knapp			
Phone #: 254-501-7798		Email: aknapp@caldwellcountry.com			
Fax #: 254-501-8934		Phone #: 979-567-6116			
Location City & State: KILLEEN, TX		Fax #: 979-567-0853			
Date Prepared: OCTOBER 29, 2018		Address: P. O. Box 27, Caldwell, TX 77836			
Contract Number: BUY BOARD #521-16		Tax ID # 14-1856872			
Product Description: 2019 CHEVROLET SILVERADO CHASSIS CAB W-BDY CC36003					
A Base Price & Options:			\$121,250		
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X4-REGULAR CAB, 169" WHEELBASE, 84" CAB TO AXLE, 19,500#GVWR, 6.6L- DURAMAX DIESEL, 6- SPD ALLISON AUTOMATIC, 4.30 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITON, AMFM- STEREO, TILT, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW HEATED MIRRORS, KEYLESS ENTRY, 7,500# FRONT AXLE, 13,500# REAR AXLE, 13,500# REAR SUSPENSION, OEM INTEGRATED TRAILER BRAKE CONTROLLER, PTO PROVISION, 19.5" X 6.75" WHEELS, FULL SIZE SPARE TIRE AND WHEEL, 225/70R19.5G TIRES (7), UPFITTER SWITCH PACKAGE, CAB MOUNT PROVISION, TRAILER PROVISION W/WIRE HARNESS, INSTALL CRANE BODY AND 4329 CRANE PALFINER PSC 4329 TELESCOPIC MECHANICAL FIELD SERVICE CRANE, PSC4329 TELESCOPIC FIELD SERVICE CRANE, EZ5086 SILICONE COVER FOR RADIO	INCL			

	REMOTE CONTROL, BOOM SUPPORT OPTION ADJUSTABLE, 11" BODY PCB43 SERIES 11' HD GALVANNEALED STEEL CRANE BODY WITH STANDARD RIGHT REAR CRANE MOUNTING COMPARTMENT, EIGHT (8) RECESSED CARGO TIE DOWNS, OUTRIGGER REAR POWER OUT CRANE SIDE POWER DOWN STABILIZERS GASS SHOCK DOOR RETAINER FOR TEN SIDE PACK DOORS, MASTER LOCKING SYSTEM, BOOM SUPPORT MOUNTING BRACKET, INTERIOR COMPARTE NT W/ROLL OUT DRAWER COMBINATION ALUMINUM -8 DRAWERS, ADJUSTABLE DIVIDER TRAY, LH HORIZONTAL COMPARTMENT, SPRAY ON BEDLNIKER TO COVER CARGO AREA FLOOR SIDES FRT BULKHEAD AND TAILGATE, BACK UP ALARM, ANTI SAIL MUD FLAPS, WILTON 6 1/2" VISE ON REAR VISE PLATE, TOTAL INSTALL				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$121,250
Quantity Ordered					1
Subtotal E					\$121,250

F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$121,650
Estimated Delivery Date:		180 DAYS APPX

H.B. 89

**ADDENDUM TO CONTRACT FOR GOODS OR SERVICES**  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Vehicle Purchases (Name of Contract), dated 10/27/2018, made by and between the City of Killeen and Caldwell Country Chevrolet.

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 30 day of October, 2018.

City of Killeen

Vendor

By: \_\_\_\_\_

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

Caldwell Country Chevrolet  
By: AKM

Averyt Knapp - Fleet Director

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only</b>		<b>Contract No.:</b>	<b>AM10-18</b>	<b>Date Prepared:</b>	<b>10/31/18</b>
<b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST therefore please type or print legibly. Therefore please type or print legibly.</b>							
<b>Buying Agency:</b>	Killeen Fire Department			<b>Contractor:</b>	Mac Haik Dodge	1194-925	HGAC
<b>Contact Person:</b>	Keith Foxx			<b>Prepared By:</b>	David Sheehy		
<b>Phone:</b>				<b>Phone:</b>	281-768-1881		
<b>Fax:</b>				<b>Fax:</b>	281-820-7435		
<b>Email:</b>	kfoxx@killeentexas.gov			<b>Email:</b>	dsheehy@machaikdcj.com		
<b>Product Code:</b>	<b>AM18HE12</b>	<b>Description:</b>	Remount of 14' Module on RAM 4500 Diesel 4x2 Reg Cab				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							<b>\$81,500.00</b>
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
1012	General // All products listed in the current Stryker / Ph	\$21,200.00	1269	Remount Module // Scene Lights // Furnish & in	1,500.00		
1061	Chassis // Heat Shielding // Heat Shielding	\$1,500.00	1262	Remount Module // Power // Furnish & install L	1,500.00		
1080	Chassis // Suspension // LiquidSpring	\$11,000.00	1214	Remount Module // A/C // Furnish & install Dor	6,000.00		
1032	Chassis // Air Horn System // Dual 10" & 12" Air Horns	\$1,050.00	1218	Remount Module // Bumper // Furnish and instal	700.00		
1033	Chassis // Air Horn System // Fast Recover Compressor	\$1,400.00	1053	Chassis // Flashlights // 2 Survivor Flashlights	650.00		
1081	Chassis // Tint // Chassis Window Tint	\$250.00	1041	Chassis // Camera // Voyage Quad View Mirror	1,600.00		
1268	Remount Module // Power Source // Furnish & install C	\$7,500.00	1239	Remount Module // Interior Lights // Furnish & i	3,500.00		
1257	Remount Module // Paint // Non-White Single Stage 14'	\$18,250.00	1197	Module // Refrigerator // Engle 15 gt. Refridgera	900.00		
1123	Module // Conspicuity // Conspicuity on the Rear of the	\$1,500.00	1237	Remount Module // Front I/O // Front I/O with L	1,500.00		
1139	Module // Exterior // Striping and lettering // Pricing //	\$2,900.00	1012	General // All products listed in the current Stry	25,000.00		
1272	Remount Module // Treadbrite // Furnish & install tread	\$900.00	<b>Subtotal From Additional Sheet(s):</b>		\$6,550.00		
1263	Remount Module // Power // Furnish & install Meltric s	\$750.00	<b>Subtotal B:</b>		\$117,600.00		
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
			<b>Subtotal From Additional Sheet(s):</b>		\$0.00		
			<b>Subtotal C:</b>		\$0.00		
<b>Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).</b>				<b>For this transaction the percentage is:</b>		0%	
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							
<b>Quantity Ordered:</b>	<b>2</b>	<b>X Subtotal of A + B + C:</b>		\$199,100.00	<b>=</b>	<b>Subtotal D:</b>	\$398,200.00
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>						<b>Subtotal E:</b>	\$600.00
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
			<b>Subtotal F:</b>		\$0.00		
<b>Delivery Date:</b>				<b>G. Total Purchase Price (D+E+F):</b>		\$398,800.00	

CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only				Contract No.:	AM10-18	Date Prepared:	10/31/18
<b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST therefore please type or print legibly. Therefore please type or print legibly.</b>							
Buying Agency:	Killeen Fire Department			Contractor:	Mac Haik Dodge	1194-925	HGAC
Contact Person:	Keith Foxx			Prepared By:	David Sheehy		
Phone:				Phone:	281-768-1881		
Fax:				Fax:	281-820-7435		
Email:	kfoxx@killeentexas.gov			Email:	dsheehy@machaikdcj.com		
Product Code:		Description:					
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)</b>							
Description		Cost	Description		Cost		
1013	General // All products listed in the current Technimou	\$1,450.00					
1235	Remount Module // Floor // Furnish & install Alucabon	\$3,100.00					
1222	Remount Module // Captains Chair // 4pt Captains Chai	\$2,000.00					
			Subtotal From Additional Sheet(s):				
			Subtotal B:		\$6,550.00		
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)</b>							
Description		Cost	Description		Cost		
			Subtotal From Additional Sheet(s):				
			Subtotal C:		\$0.00		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		0%	
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							
Quantity Ordered:		X Subtotal of A + B + C:	\$6,550.00	=	Subtotal D:	\$0.00	
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>						Subtotal E:	
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>							
Description		Cost	Description		Cost		
			Subtotal F:		\$0.00		
Delivery Date:				<b>G. Total Purchase Price (D+E+F):</b>		\$0.00	

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT****TARRANT COUNTY COOPERATIVE BID 2016-006--POLICE PACKAGE VEHICLES****VENDOR--SILSBEE FORD****End User:** CITY OF KILLEEN**Silsbee Rep:** RICHARD HYDER 409.300.1385**Contact:** GRANT ROACH groach@killeentexas.gov**Phone/email:** [rhyder.cowboyfleet@gmail.com](mailto:rhyder.cowboyfleet@gmail.com)**Product Description:** FORD INTERCEPTOR UTILITY**Date:** 6/6/2018**A. Bid Series:** 14**A. Base Price:** **\$ 24,678.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2019 INTERCEPTOR UTILITY AWD	\$ 1,898.00	PB400	SETINA PB400AL PUSH BUMPER*	\$ 229.00
64E	18" ALUMINUM WHEELS	\$ 475.00			
86P	POLICE HEADLAMP HOUSING*	\$ 55.00		*REVISED BASED ON TC CONTRACT	
86T	POLICE TAIL LAMP HOUSING*	\$ 50.00			
17A	REAR AIR CONDITIONING*	\$ -			
12R13	EXTERIOR SPO FIRE ENGINE RED	\$ 1,168.00			
FW	CHARCOAL CBCR	\$ 60.00			
60A	GRILL SIREN WIRING	\$ 50.00			
53M	SYNC (BLUETOOTH)	\$ 295.00			
55F	REMOTE KEYLESS ENTRY	\$ 340.00			
76R	REVERSE SENSING	\$ 275.00			
65U	INTERIOR UPGRADE	\$ 390.00			
M7300	HARRIS M7300 RADIO	\$ 4,115.00			

**Total of B. Published Options:** **\$ 9,400.00****C. Unpublished Options****\$= 16.1 %**

Options	Bid Price	Options	Bid Price
TOMAR 970L-49D3-0101 SCORPION LIGHT BAR	\$ 2,190.00		
TOMAR 948L SIREN/CONTROLLER	\$ 694.00		
TOMAR 100 WATT SPEAKER	\$ 185.00		
TOMAR L-STICK-13W8-B 8 MODULE	\$ 525.00		
TOMAR WSMV-14LS-R/B LED X2 (WINDOWS)	\$ 240.00		
TOMAR TRT-30W-W1FS LED BAR (PB)	\$ 675.00		
EQUIPMENT SERVICES	\$ 980.00		

**Total of C. Unpublished Options:** **\$ 5,489.00****D. Contract Price Adjustment:** \_\_\_\_\_**E. Delivery Charges:** 252 miles**F. Total of A + B + C + D + E = F****G. Quantity Ordered** 5 **x F =****H. Trade-in Allowance****I. Non-Equip Charges & Credits** \_\_\_\_\_**J. TOTAL PURCHASE PRICE****\$ 199,725.00**

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Vehicle Purchases (Name of Contract), dated 11/16/18, made by and between the City of Killeen ("City") and Silsbee Ford ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Killeen


Vendor

\_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_

Silsbee Ford  
By: 



QUOTE# 002-CAPO42125

## CONTRACT PRICING WORKSHEET

End User: CITY OF KILLEEN	Contractor: ROCKDALE COUNTRY
Contact Name: GRANT ROACH	ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: KILLEEN, TX	Fax #: 979-567-0853
Date Prepared: AUGUST 31, 2018	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #521-16	Tax ID # 27-3037856

Product Description: 2019 FORD EXPLORER PPV K8A

**A Base Price & Options:**

	\$62,594
--	----------

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	DUAL LED (LH & RH SPOTLIGHTS), 3.5L-V6 ECOBOOST, 6-SPD AUTOMATIC, CLOTH BUCKET FRONT/VINYL REAR BENCH, FULL RUBBER FLOOR, AIR CONDITION FRONT & REAR, AMFM-STEREO W/SYNC, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, SINGLE KEY FLEET CODE #0151X, COURTESY LAMP DISABLE, GRILLE WIRING, DEFLECTOR PLATE, FRONT LAMP HOUSING PROVISION, REAR TAIL LAMP HOUSING PROVISION, EMERGENCY EQUIPMENT CAPQ42125 (PER ATTACHED)	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	

Subtotal B

INCL

### C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					
Quantity Ordered					25
Subtotal E					\$1,564,850
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					
					\$1,565,250
Estimated Delivery Date:					Q2-2019



CAP Fleet Upfitters, LLC  
5615 SW HK Dodgen Loop  
Temple, TX 76502  
Phone: 254-773-1959

## Quote

Date 08/31/2018  
Quote # CAPQ42125

Name / Address  
KILLEEN POLICE DEPARTMENT  
2003 LITTLE NOLAN RD  
KILLEEN, TX 76542

Ship to:  
KILLEEN POLICE DEPARTMENT  
2003 LITTLE NOLAN RD  
KILLEEN, TX 76542

Salesperson: Cody Craig  
Email : ccraig@capfleetupfitters.com  
VIN :  
End User: KILLEEN POLICE

Year : 2019  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description
GGB8DEDE	1	LEGACY WC 48" RW/BW/RW/BW NOTES: CLEAR LENSES
STPKT83	1	LIGHTBAR STRAP KIT #83 NOTES: INCL IN LIGHTBAR PACKAGE
CCSRNT4G	1	CARBIDE 3 Section Control Head and 21 Push Buttons, 4-Position Slide Switch NOTES: CUSTOMER SPEC CENCOM
SA315P	1	SA315P SPEAKER, BLACK PLASTIC NOTES: INCL IN LIGHTBAR PACKAGE
SAK1	2	SA-315 MOUNT KIT UNIVERSAL NOTES: INCL IN LIGHTBAR PACKAGE
SA315P	1	SA315P SPEAKER, BLACK PLASTIC NOTES: 2ND SPEAKER FOR DUAL TONE OPERATIONS
CCSRN4DA	1	WeCan? External Amplifier, for use with CenCom Carbide, for Dual Amplifier Applications NOTES: DUAL TONE APLIFIER
I2J	2	DUO LINEAR ION RED/BLUE BLK NOTES: LIFTGATE MOUNTED / TOWARDS REAR VISIBLE WHEN LIFTED.
IONGROM	2	ION SERIES BODY MOUNT GROMMET NOTES: GROMMET
MCRNTE	1	STUD MOUNT MICRON BLU/WHIT NOTES: GRILLE SPLIT
MCRNTD	1	STUD MOUNT MICRON RED/WHIT NOTES: GRILLE SPLIT
I2E	1	DUO LINEAR ION BLUE/WHITE BLK NOTES: HL OPTION
I2D	1	DUO LINEAR ION RED/WHITE BLK NOTES: HL OPTION
MBFX11DE	1	ION MIRROR-BEAM EXPLORER RW/BW
OEWD34	1	ION OUTER EDGE WC DUO UTILITY NOTES: R/A DRIVER SIDE B/A PASSENGER SIDE DOO
AVC22JJ	2	DUAL AVENGER II DUO RB/RB CORD NOTES: rb rear 1/4 glass.
IONR	1	ION LIGHT RED
IONB	1	ION LIGHT BLUE
IONBKT1	1	ION LICENSE PLATE BKT HORIZ.
ETHFSS-SP	1	Select-A-Pattern Headlight Flasher, Solid State w/ 18" wire leads (compatible w/ 2016+ Ford PI Utility)
ETFBSSN-P	1	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.
P46FLC	1	PAR-46 8 DEG LED SPOT LT 12V
P4714UINT13A	1	Polycarbonate Center Slider Window with Expanded Metal Insert



CAP Fleet Upfitters, LLC  
5615 SW HK Dodgen Loop  
Temple, TX 76502  
Phone: 254-773-1959

## Quote

Date 08/31/2018  
Quote # CAPQ42125

Name / Address  
KILLEEN POLICE DEPARTMENT  
2003 LITTLE NOLAN RD  
KILLEEN, TX 76542

Ship to:  
KILLEEN POLICE DEPARTMENT  
2003 LITTLE NOLAN RD  
KILLEEN, TX 76542

Salesperson: Cody Craig  
Email : ccraig@capfleetupfitters.com  
VIN :  
End User: KILLEEN POLICE

Year : 2019  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description
S4705UINT13OSB	1	Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat
DP47UINT13	1	Pair, Black ABS, Rear Door Panels
WB47UINT13	1	Pair, Steel Window Bars (for use with DP47UINT13 Rear Door Panels only)
TREMCO-PI-UTIL	1	TREMCO COVERT ANTI-THEFT SYSTEM 2013-2014 FORD INTERCEPTOR FLEET
GK10342UHKSSCAXL	1	Dual T-Rail Mount 2 Universal XL , Handcuff Key Override
21008936B	1	5# FIRE EXTINGUISHER WITH MOUNTING BRACKET
S3011K	1	9' STOP STICK RACK KIT-RED
DUAL-SL	1	DUAL-SL COUNTING UNIT DUAL DISPLAY LUMEX HIGH TEMP DUAL KA-BAND ANTENNA REMOTE CONTROL KA TUNNING F
PKG-PSM-253	1	2013-2016 Ford Interceptor Utility & 2011-2015 Ford Explorer (Retail) Premium Passenger Side Mount Package
DS-DELL-406	1	Docking Station for Dell's Latitude 12 & 14 Rugged Extreme Notebooks with Power Supply
C-VS-1308-INUT	1	2013-2016 Ford Interceptor Utility Police Vehicle Specific 21" Console
C-CUP2-I	1	Internal cup holders
C-ARM-103	1	Armrest for top mount, console, large pad
C-EB30-CH7-1P	1	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS M/A-COM
C-EB40-CCS-1P	1	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03
PDU42WB	1	POWER DISTRIBUTION UNIT
OP-FIU-12-40-24-D	1	OPS Single Drawer Explorer
FI-0004	1	FORD INTERCEPTOR BASE
INSTALL	1	Installation
LABOR	1	LABOR
CSLABOR	1	CUSTOMER SUPPLIED PARTS LABOR
SSUPPLY	1	SHOP SUPPLIES
FB6-PLC	2	6 HEAD FUSE BLOCK W/ PILOT/INDICATOR LIGHTS & COVER
CAPHARNESS	1	CAP FLEET WIRING HARNESS
SHIP	1	SHIPPING & HANDLING
DEALER	1	DEALER PREP
INSPECT	1	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY
CSNOTE	1	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE**
APPROVE	1	PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED : x_____
Misc.	1	HARRIS M7300 764-870MHZ .
Misc.	1	DELL LATITUDE 14 RUGGED 5414



CAP Fleet Upfitters, LLC  
5615 SW HK Dodgen Loop  
Temple, TX 76502  
Phone: 254-773-1959

## Quote

Date 08/31/2018  
Quote # CAPQ42125

Name / Address  
KILLEEN POLICE DEPARTMENT  
2003 LITTLE NOLAN RD  
KILLEEN, TX 76542

Ship to:  
KILLEEN POLICE DEPARTMENT  
2003 LITTLE NOLAN RD  
KILLEEN, TX 76542

Salesperson: Cody Craig  
Email : ccraig@capfleetupfitters.com  
VIN :  
End User: KILLEEN POLICE

Year : 2019  
Make : Ford  
Model : Pi Utility

Part #	Qty	Description
SYSED-06-A	1	EDGE HIDEF SYSTEM - SD CAM - A 4 BUTTONS SD CAMERA
Misc.	1	mzz-01
Misc.	1	scopt-2
SCOPT-27	1	OPT- TWO DUAL-BAND ANTENNA 802.11 A/G/N (INCLUDES TWO(2) ANTENNAS)
Misc.	1	SCA-014
Misc.	1	SCPKD-DRA-0405
Misc.	1	BMIS13
GRAPHICS	1	CUSTOM GRAPHICS
LABOR	1	LABOR - GRAPHICS

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

H.B. 89

**ADDENDUM TO CONTRACT FOR GOODS OR SERVICES**  
*(Change as needed to match the name or type of your contract)*

This addendum supplements that certain Vehicle Purchases (Name of Contract), dated 11/16/18, made by and between the City of Killeen ("City") and Caldwell Country ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

15 The City and Vendor have duly executed this Addendum as of this day of October, 2018.

City of Killeen

Vendor

By: \_\_\_\_\_

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

Rockdale County Ford  
By: [Signature]  
Averyt Knapp

# 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.

RDO Equipment Co.  
Hewitt, TX United States

Certificate Number:  
2018-414508

Date Filed:  
10/15/2018

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.

032515-JDC  
410L Backhoe Lease-Purchase for Mowing and Drainage Dept.

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.



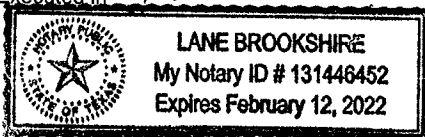
### 6 UNSWORN DECLARATION

My name is COLIN DUECY, and my date of birth is 5-4-1984.

My address is 333 EARLE RD, HEWITT, TX, 76643, .  
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 15<sup>th</sup> day of October, 2018.  
(month) (year)



Colin Duecy  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-413181

Date Filed:  
10/10/2018

Date Acknowledged:

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

Deere & Company  
Cary, NC United States

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

City of Killeen

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

Sourcewell Contract 021815-DAC  
John Deere Tractor and Rotary Cutter 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 Tamara Hebert, and my date of birth is 10-2-1973.

My address is 2000 John Deere Run, Cary, NC, 27513, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Wake County, State of NC, on the 10<sup>th</sup> day of Oct, 20 18.  
(month) (year)

Tamara Hebert  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-414921

Date Filed:  
10/16/2018

Date Acknowledged:

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

Freightliner of Austin  
Austin, TX United States

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

City of Killeen

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

BuyBoard 521-16  
CoK Street Operations Freightliner M2106 Dump Truck

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

## 6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67.

My address is 1701 Smith Rd, Austin, TX, 78721, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 16 day of October, 2018.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-423308

Date Filed:  
11/07/2018

Date Acknowledged:

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

Freightliner of Austin  
Austin, TX United States

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

City of Killeen

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

BuyBoard 521-16  
Equipment Purchases

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

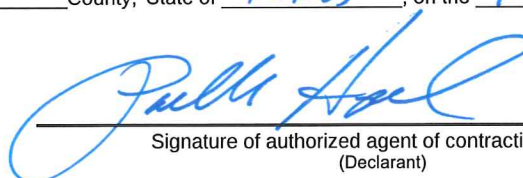
### 6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67.

My address is 1701 Smith Rd, Austin, TX, 78721, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Texas County, State of Texas, on the 7 day of November, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2018-415870

Date Filed:  
10/17/2018

Date Acknowledged:

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

Holt Texas, LTD.  
San Antonio, TX United States

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

KILLEEN, CITY OF

**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.**

SOURCEWELL  
Backhoe lease/purchase

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	TAYLOR, Bryan	Waco, TX United States		X
	RICHTER HOLT, Corinna	San Antonio, TX United States	X	
	HOLT, Peter J.	San Antonio, TX United States	X	

**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Michael Puryear, and my date of birth is June 10, 1959.

My address is 5665 Southeast Loop 410 San Antonio TX 78222 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 16th day of October, 20 18.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-417357

Date Filed:  
10/22/2018

Date Acknowledged:

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

Silsbee Ford Inc.  
Silsbee, TX United States

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

City of Killeen

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

2016-006  
Ford Interceptor Purchases

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

5 Check only if there is NO Interested Party.

☐

## 6 UNSWORN DECLARATION

My name is Richard Hyder, and my date of birth is 5/13/63.

My address is 3005 Bear Trails, Orange, TX, 77632, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Hardin County, State of TX, on the 22 day of October, 2018.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

# 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.

Rockdale Country Ford  
Rockdale, TX United States

Certificate Number:  
2018-414569

Date Filed:  
10/15/2018

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.

#521-16  
Purchase of Vehicles

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

5 Check only if there is NO Interested Party. ☐

## 6 UNSWORN DECLARATION

My name is Adrienne Gattis and my date of birth is 9/23/76

My address is PO Box 17 (street), Caldwell (city), TX (state), 79036 (zip code), USA (country)

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

Executed in Burleson County, State of Texas, on the 15 day of October, 2018  
(month) (year)

Adrienne Gattis  
Signature of authorized agent of contracting business entity  
(Declarant)

## 1 of 1

**Date Acknowledged:**

CITY OF KILLEEN

MAC HAIK TO PROVIDE AGREED UPON RAM CHASSIS CAB TO FRAZER LTE TO UPFIT INTO AN AMBULANCE

Version V1.0.6711

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-420364

Date Filed:  
10/30/2018

Date Acknowledged:

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

Caldwell Country Chevrolet  
Caldwell, TX United States

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.

521-16  
Vehicles

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

5 Check only if there is NO Interested Party.

☐

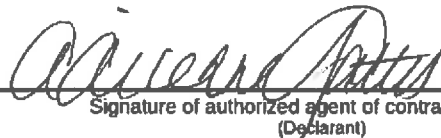
### 6 UNSWORN DECLARATION

My name is Adrienne Gattis, and my date of birth is 9/23/76

My address is PO Box 27 Caldwell TX 77836 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Burleson County, State of Texas, on the 30 day of October, 20 18.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-423760

Date Filed:  
11/08/2018

Date Acknowledged:

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

Grande Truck Center  
San Antonio, TX United States

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

City of Killeen

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

521--16  
Equipment Purchases

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 Keith Shoffstall, and my date of birth is 10/9/1953.

My address is 13522 Pueblo Springs Dr. SAN ANTONIO TX 78232 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 8<sup>th</sup> day of November, 20 18.  
(month) (year)

Keith Shoffstall

Signature of authorized agent of contracting business entity  
(Declarant)





# PROCUREMENT OF FLEET REPLACEMENT VEHICLES AND EQUIPMENT

PH-18-036

November 13, 2018

# Background

2

- Fleet Services maintains the annual vehicle replacement schedule that is approved during the budget process.
  - ▣ At times fleet replacement crosses fiscal years.
- Criteria used to establish the replacement schedule:
  - ▣ Available funding;
  - ▣ Vehicle age compared to the recommended replacement age;
  - ▣ Mileage or hours used;
  - ▣ Repair costs; and
  - ▣ Department and division feedback.
- Annual fleet replacement budget:
  - ▣ FY 2017 - \$752,155
  - ▣ FY 2018 - \$4,444,596
  - ▣ FY 2019 - \$4,613,300

# Procurement Information

- Total of 40 pieces of fleet are being procured at a cost of \$3 million.
  - ▣ Public Safety – 32 pieces of fleet (\$2.1 million).
  - ▣ Public Works – 8 pieces of fleet (\$900,000).
- FY 2019 fleet replacement - \$1.7 million.
  - ▣ Funds are in the FY 2019 Budget.
- FY 2018 fleet replacement - \$1.3 million.
  - ▣ Requires a budget amendment.
- Vehicle and equipment purchases are in compliance with the Local Government Code and the City's Purchasing Policy.

# Budget Amendment

4

- Purpose of budget amendment
  - ▣ Establish budget for procurement of approved FY 18 fleet replacement vehicles and equipment in FY 19 Budget.
- Fiscal Impact
  - ▣ Total budget amendment- \$1,293,309.
  - ▣ Funding is available in the Fleet Internal Service Fund (ISF).
  - ▣ Fleet ISF budget will increase \$1,293,309 to move funds to the appropriate Capital Improvement Project (CIP) Fund.
    - Governmental CIP Fund will increase \$1,101,613.
    - Water & Sewer CIP Fund will increase \$121,650.
    - Drainage CIP Fund will increase \$70,046.

# Alternatives

5

- Option 1: Defer replacement.
  - ▣ This will cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose residual value.
- Option 2: Replace the fleet and approve the budget amendment.
  - ▣ This provides for safe and effective delivery of emergency and utility services and achieves the least cost of ownership.

# Recommendation

6

Staff recommends that City Council approve the ordinance amending the FY 2019 Budget, the procurement of the fleet, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.



# City of Killeen

## Legislation Details

**File #:** PH-18-036B    **Version:** 1    **Name:** Fleet Replacement Budget Amendment Ordinance  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 11/6/2018    **In control:** City Council  
**On agenda:** 11/27/2018    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance amending the FY 2019 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing revenue and expenditure accounts for the purchase of fleet.  
**Sponsors:** Finance Department, Fleet Services  
**Indexes:** Budget Amendments  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
11/13/2018	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 13, 2018

**TO:** Ronald L. Olson, City Manager

**FROM:** Jonathan Locke, Executive Director of Finance

**SUBJECT:** Fleet Replacement Budget Amendment

### **BACKGROUND AND FINDINGS:**

Funding for the acquisition of replacement vehicles and equipment was approved as part of the City's FY 2018 Budget process. The Fleet Services Division maintains an annual vehicle and equipment replacement schedule. The criteria used to establish this replacement schedule is based upon available funding, units per category, age, mileage/hours, repair costs, and department/division feedback.

The annual fleet replacement budget for FY 2018 was \$4,444,596. Not all of the vehicles approved to be replaced in the FY 2018 schedule were replaced during the fiscal year. The budgets for these vehicles and equipment must be carried forward into FY 2019. Fleet Services is prepared to procure 18 pieces of fleet that were approved as part of the FY 2018 fleet replacement schedule. The total cost of the fleet is \$1,288,532.

### **THE ALTERNATIVES CONSIDERED:**

- 1.) Defer replacement, which will cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose residual value in the existing vehicles.
- 2.) Replace the vehicles and equipment in order to provide safe and effective delivery of emergency and utility services and achieve the least cost of ownership.

### **Which alternative is recommended? Why?**

The second alternative is recommended to enable departments to accomplish their mission in a safe and cost effective manner.

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

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

### **FINANCIAL IMPACT:**

The \$1,288,532 required to purchase the 18 pieces of fleet is available in the Fleet Services Internal Service Fund. In order to separate capital expenses from operating expenses, the funds must be transferred from the Fleet Services Internal Service Fund to the appropriate capital



improvement fund. The budget amendment will allow the funds to be transferred and appropriated as follows:

Transfer from:

Fleet Services Internal Service Fund: \$1,288,532

Transfer to:

Governmental Capital Improvement Fund: \$1,096,836 (16 pieces of fleet)

Water & Sewer Capital Improvement Fund: \$121,650 (1 piece of fleet)

Drainage Capital Improvement Fund: \$70,046 (1 piece of fleet)

Total transfer to amount: \$1,288,532

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

The total expenditures associated with the purchase of these vehicles and equipment will be \$1,288,532 in the current fiscal year. There will be no expenditures associated with the purchase of these vehicles in future years.

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

One-time.

**Is this expenditure budgeted?**

Following the approval of the attached budget amendment.

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

The attached budget amendment.

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

Following the approval of the attached budget amendment.

**RECOMMENDATION:**

Staff recommends that City Council approve the ordinance amending the FY 2019 Annual Budget and Plan of Municipal Services.

**DEPARTMENTAL CLEARANCES:**

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2019 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING REVENUE AND EXPENDITURE ACCOUNTS FOR THE PURCHASE OF FLEET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2018 to September 30, 2019, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to replace vehicles and machinery; and

**WHEREAS**, the need for additional funds requires a budget amendment;

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

**SECTION 1.** That Ordinance 18-032, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2018 to September 30, 2019, be amended as to the portion of said budget as follows:

**Revenues:**

Account Number	Description	Original Budget	Budget Change	Amended Budget
601-0000-280.00-00	Fleet Internal Service Fund - Fund Balance	\$ -	\$1,293,309	\$1,293,309
349-0000-391.06-01	Transfer in from Fund 601	-	1,101,613	1,101,613
375-0000-391.06-01	Transfer in from Fund 601	-	70,046	70,046
387-0000-391.06-01	Transfer in from Fund 601	-	121,650	121,650
	Total	\$ -	\$2,586,618	\$2,586,618

**Expenditures:**

Account Number	Description	Original Budget	Budget Change	Amended Budget
601-6000-441.93-49	Transfer to GF CIP	\$ -	\$876,516	\$876,516
601-3445-434.93-49	Transfer to GF CIP	-	225,097	225,097
601-3448-434.93-75	Transfer to Drainage CIP	-	70,046	70,046
601-3420-438.93-87	Transfer to W&S CIP	-	121,650	121,650
349-3445-434.61-10	Motor Vehicles-Street Operations	449,000	220,320	669,320
349-6000-441.61-10	Motor Vehicles-Police	1,074,500	876,516	1,951,016
375-3448-434.61-35	Machinery & Equipment-Drainage Maintenance	-	70,046	70,046

387-3420-438.61-10	Motor Vehicles- W&S Operations	123,700	121,650	245,350
	Total	\$1,647,200	\$2,586,618	\$4,233,818

**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

**SECTION III:** That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION IV:** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION V:** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27th day of November, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED**

\_\_\_\_\_  
Jose L. Segarra  
MAYOR

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Lucy C. Aldrich  
City Secretary

\_\_\_\_\_  
Kathryn H. Davis  
City Attorney



# PROCUREMENT OF FLEET REPLACEMENT VEHICLES AND EQUIPMENT

PH-18-036

November 13, 2018

# Background

2

- Fleet Services maintains the annual vehicle replacement schedule that is approved during the budget process.
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- Criteria used to establish the replacement schedule:
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  - ▣ Repair costs; and
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- Annual fleet replacement budget:
  - ▣ FY 2017 - \$752,155
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# Alternatives

5

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  - ▣ This will cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose residual value.
- Option 2: Replace the fleet and approve the budget amendment.
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# Recommendation

6

Staff recommends that City Council approve the ordinance amending the FY 2019 Budget, the procurement of the fleet, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.