



# City of Killeen

## Agenda - Final-Revised

### City Council Workshop

Tuesday, July 18, 2023

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

#### IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

#### Citizen Comments

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.*

#### Discuss Items for Regular City Council Meeting on July 25, 2023

#### Minutes

1. [MN-23-016](#) Consider Minutes of Regular City Council Meeting of June 27, 2023.

#### Resolutions

2. [RS-23-111](#) Consider a memorandum/resolution to appoint Pattillo, Brown & Hill, LLP to provide independent auditing services to the City of Killeen for the fiscal year ended September 30, 2023.

**Attachments:** [Engagement Letter](#)

[Presentation](#)

3. [RS-23-112](#) Consider a memorandum/resolution appointing citizens to the board of the ARBOR OF HOPE non-profit to lead the county-wide coordination and management of homeless services.

**Attachments:** [Presentation](#)

4. [RS-23-113](#) Consider a memorandum/resolution authorizing the purchase of Cisco's Unified Computing System, in an amount not to exceed \$240,386.79.

**Attachments:** [Statement of Work](#)

[Contract Verification Form](#)

[Presentation](#)

5. [RS-23-114](#) Consider a memorandum/resolution accepting a Federal Aviation

Administration Airport Improvement Program Grant for Runway and Taxiway Pavement Preservation at Killeen-Fort Hood Regional Airport, in the amount of \$90,000.

**Attachments:** [Grant Offer](#)  
[Presentation](#)

6. [RS-23-115](#) Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for the Pavement Management Program at Killeen-Fort Hood Regional Airport, in the amount of \$89,190.  
**Attachments:** [Grant Offer](#)  
[Presentation](#)
7. [RS-23-116](#) Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the Pavement Management Program at Killeen-Fort Hood Regional Airport, in the amount of \$99,100.  
**Attachments:** [Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
8. [RS-23-117](#) Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for the professional services for Taxiway E Relocation at Killeen-Fort Hood Regional Airport, in the amount of \$407,903.  
**Attachments:** [Grant Offer](#)  
[Presentation](#)
9. [RS-23-118](#) Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for design of the Taxiway E Relocation Project at Killeen-Fort Hood Regional Airport, in the amount of \$449,900.  
**Attachments:** [Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
10. [RS-23-119](#) Consider a memorandum/resolution authorizing the expenditure of federal forfeiture funds and award Bid 23-33, 3D Crime Scene Scanner to Collision Forensics Solutions, LLC., in the amount of \$138,148.44.  
**Attachments:** [Bid Package](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

### **Public Hearings (Public Hearings Will be Held July 25, 2023)**

11. [PH-23-039](#) HOLD a public hearing and consider an ordinance authorizing the 2023-2024 Annual Action Plan describing use of funds and authorizing



application for an allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds (2nd of 2 Public Hearings)

**Attachments:** [Proposed Funding Tables](#)

[Minutes](#)

[Ordinance](#)

[Conflict of Interest Disclosure Form](#)

[Presentation](#)

12. [PH-23-042](#) HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

**Attachments:** [Ordinance](#)

[Presentation](#)

### Items for Discussion at Workshop

13. [DS-23-069](#) Municipal Court Briefing

**Attachments:** [Presentation](#)

14. [DS-23-075](#) Discuss Proposed FY24 Operating and CIP Budget

15. [DS-23-070](#) Discuss the October 10, 2023 Regular City Council Meeting

16. [DS-23-071](#) Discuss and consider a Health Program and possible reallocation of ARPA funding.

**Attachments:** [Presentation](#)

17. [DS-23-072](#) Discuss potential Bond Issue and Bond Election

18. [DS-23-073](#) Discuss City Council tours of other City Hall facilities

19. [DS-23-074](#) Receive update on pending or contemplated litigation

### Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on July 14, 2023.*

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*Laura J. Calcote, 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 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.*

## **Notice of Meetings**

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

- *Killeen Chamber Luncheon with General Rainey from Army Futures Command, July 19, 2023, 11:30 a.m., Central Texas College in Anderson Hall*
- *Killeen Police Department Graduation & Swearing-In Ceremony, August 25, 2023, 10:00 a.m., Killeen Conference & Civic Center*

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



# City of Killeen

## Staff Report

File Number: MN-23-016

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Consider Minutes of Regular City Council Meeting of June 27, 2023.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
June 27, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb, Councilmembers Ramon Alvarez, Michael Boyd, Jessica Gonzalez, Jose Segarra, and Joseph Solomon

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco, and Sergeant-at-Arms Officer Swain

Don Smith gave the invocation. Mayor Protem Cobb led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Councilmember Solomon to approve the agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously (6-0).*

### Presentations

**PR-23-016** Youth Entrepreneurship Program Presentation

Youth Entrepreneurship Program Representative, Dee Garcia, gave a presentation regarding a program that is free to the community and geared toward teaching eligible youth about business practices.

### Citizen Comments

Julie Oliver spoke regarding RS-23-094.

Louie Minor spoke regarding RS-23-094.

David Bass spoke regarding RS-23-094.

Michael Fornino spoke regarding RS-23-094 and RS-23-104.

Jonathan Okray spoke regarding RS-23-094.

Mellisa Brown spoke regarding RS-23-108 and RS-23-094.

Anca Neagu spoke regarding RS-23-094.

### **Consent Agenda**

- MN-23-014** Consider Minutes of Regular City Council Meeting of May 23, 2023.
- RS-23-095** Consider a memorandum/resolution authorizing the renewal of Cisco Unified Communications Manager and Flex Support Plan, in an amount of \$116,640.00.
- RS-23-096** Consider a memorandum/resolution authorizing the renewal of a Cisco Security Enterprise Agreement, in an amount not to exceed \$176,527.88.
- RS-23-097** Consider a memorandum/resolution awarding Bid Number 23-30 for the Hangar Door Replacement Project to NNAC Inc., in an amount of \$110,340.34.
- RS-23-098** Consider a memorandum/resolution awarding Bid Number 23-32 for the Terminal HVAC Improvements Phase II-Vestibule Door Upgrades at Killeen Fort-Hood Regional Airport to Valcorp Enterprises, LLC, in the amount of \$299,832.
- RS-23-099** Consider a memorandum/resolution authorizing the replacement and installation of duct work at Fire Station 1 and Fire Station 8 by The Brandt Companies, LLC, in the amount of \$81,260.00.
- RS-23-100** Consider a memorandum/resolution awarding Bid No. 23-21, E. Trimmer Road Bridge Repair, to JHL Construction, in the amount of \$387,882.50.
- RS-23-101** Consider a memorandum/resolution to amend the Heart of Texas Landscape & Irrigation agreement by adding nine fire stations to the current landscape contract and renewing the agreement for an additional year, in an amount of \$286,138.34 for FY23.
- RS-23-102** Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Terminal Program Grant for the Solar Project at Killeen Fort-Hood Regional Airport.
- RS-23-103** Consider a memorandum/resolution approving the investment reports for the quarter ended March 31, 2023.
- RS-23-104** Consider a memorandum/resolution renewing Group Employee Medical and Pharmaceutical Benefits with United Healthcare and employee dental insurance with MetLife, effective October 1, 2023.
- RS-23-105** Consider a memorandum/resolution appointing Councilmembers to Audit Committee.

*Motion was made by Councilmember Alvarez to approve the Consent Agenda, as presented.  
Motion was seconded by Councilmember Boyd. The motion carried unanimously (6-0).*

### Resolutions

**RS-23-094** Consider a memorandum/resolution ratifying an agreement with Sheils Winnubst for Legal Services.

Staff Comments: Holli Clements, City Attorney

This item was presented to City Council during their June 20, 2023 Workshop meeting. Ms. Clements was available to provide additional information and to answer questions.

At 5:49 p.m., Mayor Nash-King called for City Council to recess the meeting into executive session.

Per V.T.C.A., Government Code, § 551.001, the City Council will receive advice from legal counsel regarding the ratification of an agreement for legal services related to pending litigation.

At 6:31 p.m., Mayor Nash-King reconvened the City Council meeting into Regular Session.

*Motion was made by Mayor Protem Cobb to approve RS-23-094, with an amendment to not exceed \$100,000, and for any additional expenses to be considered and voted upon by the City Council.  
Motion was seconded by Councilmember Boyd. The motion carried 5-1, with Councilmember Solomon in opposition.*

**RS-23-108** Consider a memorandum/resolution readopting the Governing Standards and Expectations as amended.

Staff Comments: Holli Clements, City Attorney

This item was discussed by City Council at the June 20, 2023 Workshop meeting. Ms. Clements gave a presentation and was available to provide additional information and to answer questions.

*Motion was made by Councilmember Boyd to approve RS-23-108. Motion was seconded by Mayor Protem Cobb. The motion carried 5-1, with Mayor Protem Cobb in opposition.*

### Public Hearings

**PH-23-038** HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

The City Secretary read the caption of the ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS,  
AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO

INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Assistant Director of Finance

This item was presented to City Council during their June 20, 2023 Workshop meeting. Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Boyd to approve PH-23-038. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).*

**PH-23-039** HOLD a public hearing and consider an ordinance authorizing the 2023-2024 Annual Action Plan describing use of funds and authorizing application for an allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds (1st of 2 Public Hearings).

The City Secretary read the caption of the ordinance:

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2023-2024 PROGRAM YEAR(PY) ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR, ALLOCATION, AND EXPENDITURE OF \$1,255,131.00 IN PY 2023-24/FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND THE APPLICATION OF \$607,371.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS, THE USE OF \$479.43 PRIOR YEAR 2021-22 PROGRAM INCOME FOR A TOTAL EXPENDITURE OF \$607,850.43 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Rashawn Smith, Community Development Administrator

This item was presented to City Council during their June 20, 2023 Workshop meeting. Ms. Smith was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Jack Richards spoke regarding Killeen Creators Funding.

Kristin Wright spoke regarding Killeen Creators Funding.

Marcella Cook spoke regarding Killeen Creators Funding

Malika Richard spoke regarding Killeen Creators Funding.

Electra Thornburg spoke regarding Killeen Creators Funding.

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

No action was taken on this item.

**PH-23-040** HOLD a public hearing and consider an ordinance requested by ILI, LLC on behalf of CPB Investments, Inc.; House Cross Associates, LTD; and Melva L. Van Dyke (Case# Z23-14) to rezone approximately 31.005 acres out of Thomas Robinette Survey, Abstract No. 686 and Lot 1, Block 1 of Elms Creek Addition Phase 2 from "AR-1" (Agricultural Single-Family Residential District), "R-3A" (Multifamily Apartment Residential District), and "B-3" (Local Business District) to Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District), "R-3A" (Multifamily Apartment Residential District), and "B-3" (Local Business District) uses. The property is generally located east of South Clear Creek Road and south of Janelle Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 31.005 ACRES OUT OF THOMAS ROBINETTE SURVEY, ABSTRACT NO. 686 AND LOT 1, BLOCK 1 OF ELMS CREEK ADDITION PHASE 2 FROM "AR-1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT), "R-3A" (MULTIFAMILY APARTMENT RESIDENTIAL DISTRICT), AND "B-3" (LOCAL BUSINESS DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH "SF-2" (SINGLE-FAMILY RESIDENTIAL DISTRICT), "R-3A" (MULTIFAMILY APARTMENT RESIDENTIAL DISTRICT), AND "B-3" (LOCAL BUSINESS DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services  
This item was presented to City Council during their June 20, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions. The applicant and founder of ILI, LLC, Joseph Sear, was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Boyd to approve PH-23-040. Motion was seconded by Councilmember Segarra. The motion carried unanimously (5-0), with Councilmember Alvarez not voting.*

### **Adjournment**

With no further business, upon motion being made by Councilmember Boyd, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 7:21 p.m.



# City of Killeen

## Staff Report

File Number: RS-23-111

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Consider a memorandum/resolution to appoint Pattillo, Brown & Hill, LLP to provide independent auditing services to the City of Killeen for the fiscal year ended September 30, 2023.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Judith Tangalin, Executive Director of Finance

**SUBJECT:** Independent Auditing Services

### **BACKGROUND AND FINDINGS:**

The City's audits are required to be performed in accordance with generally accepted auditing standards set forth in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Single Audit Act Amendments of 1996, the U.S. Office of Management and Budget (OMB) Circular A-133, and Audits of State and Local Governments.

On May 22, 2022, the City began advertising a Request for Qualifications (RFQ) in which responses were sought from qualified firms to provide independent auditing services. The RFQ requested audit services for the fiscal years ending September 30, 2022 and 2023, with the option of the addition of the three subsequent fiscal years, based upon satisfactory performance and the annual availability of an appropriation.

On July 21, 2022, the audit committee met with city staff to discuss the RFQ results. The audit committee supported the recommendation to award RFQ #22-27 to Pattillo, Brown & Hill, LLP for independent auditing services.

On August 16, 2022, City Council accepted the independent auditing services agreement with Pattillo, Brown & Hill, LLP. Pattillo, Brown & Hill, LLP conducted the City's audit for the fiscal year ended September 30, 2022 in accordance with all applicable standards, and presented the City Council with the audit in a timely manner. Their examinations of the City's financial records were thorough. They were available for meetings and discussions with City personnel concerning accounting issues and were willing to answer questions and give financial guidance when requested. Additionally, the firm employs a skilled governmental audit staff large enough to adequately perform the annual audit of the City.

On July 18, 2023, the Audit Committee voted to recommend the appointment of Pattillo, Brown & Hill, LLP for the FY 2023 audit.



**THE ALTERNATIVES CONSIDERED:**

1. Appoint Pattillo, Brown & Hill, LLP to provide independent audit services to the City of Killeen.
2. Do not appoint Pattillo, Brown & Hill, LLP and issue a RFQ for independent auditing services.

**Which alternative is recommended? Why?**

Option number 1 to appoint Pattillo, Brown & Hill, LLP is the recommended alternative. Pattillo, Brown & Hill, LLP has extensive governmental auditing experience.

**CONFORMITY TO CITY POLICY:**

City Charter Section 40 states that, prior to the end of each fiscal year, the City Council shall designate qualified Certified Public Accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidence of financial transactions of the city government and shall submit their report to the City Council. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the city government. They shall not maintain any accounts or record of the City business, but within specifications approved by the city council, shall post-audit the books and documents kept by the department of finance and any separate or subordinate accounts kept by any other office, department, or agency of the city government.

Texas Local Government Code 103.001 states that a municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.

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

	2023	2024	2025	2026		
Audit	\$126,000	\$126,000	\$126,000	\$126,000		
Single Audit Base Fee		\$5,000	\$5,000	\$5,000	\$5,000	
Single Audit Major Program (1)		\$7,500	\$7,500	\$7,500	\$7,500	
PFC Audit & Report	\$10,000	\$10,000	\$10,000	\$10,000		
Total	\$148,500	\$148,500	\$148,500	\$148,500		
Estimated major programs @ \$7500each			\$22,500	\$15,000	\$22,500	\$15,000
Total estimate per year	2020		\$171,000	\$163,500	\$171,000	\$163,500

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

Recurring expenditure, see above.

**Is this expenditure budgeted?**

Yes, expenditures are budgeted for all applicable funds in accounting services xxx-xxxx-xxx.47-30. The costs related to the FY 2023 audit which will be incurred in FY 2024 will be included in the FY 2024 budget.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council appoint Pattillo, Brown & Hill, LLP to provide independent auditing services to the City of Killeen for the fiscal year ended September 30, 2023.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Engagement Letter



May 12, 2023

City of Killeen  
ATTN: Lorianne Luciano  
802 N. 2<sup>nd</sup> St Bldg. E, 2<sup>nd</sup> Floor #215  
Killeen, TX 76541

To the City Council and Management:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Killen, Texas (the "City"), as of September 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2023.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

## OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston  
NEW MEXICO | Albuquerque



Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, pension and other postemployment benefits information, identified as Required Supplementary Information in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Schedules – General Fund and Major Special Revenue Funds
- Schedule of Changes in Net Pension Liability and Related Ratios - Texas Municipal Retirement System
- Schedule of Pension Contributions - Texas Municipal Retirement System
- Schedule of Changes in Net Pension Liability and Related Ratios - Firefighter's Relief and Retirement Fund
- Schedule of Changes in Total Other Postemployment Benefit (OPEB) Liability and Related Ratios - Supplemental Death Benefits Fund
- Schedule of Changes in Total Other Postemployment Benefit (OPEB) Liability and Related Ratios - Postemployment Healthcare Plan

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section.

### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

## Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, which raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS

and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the

City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;

10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
  - e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;



21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Non-attest Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City as previously outlined.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results

of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise regarding financial reporting, but the City must make all decisions regarding those matters.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

### **Engagement Administration, Fees and Timing**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2023
Mail confirmations	October 2023
Perform year-end audit procedures	December 2023
Issue audit reports	Feb or March 2024

Todd Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) as outlined in our fee proposal dated June 9, 2022. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Other Matters**

During the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,  
Pattillo, Brown & Hill, L.L.P.



Todd Pruitt, CPA  
Waco, Texas

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Killeen, Texas, by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Report on the Firm's System of Quality Control

December 9, 2022

To the Partners of Pattillo Brown & Hill, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; an audit of an employee benefit; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

***Ericksen Krentel, LLP***

Certified Public Accountants



## INDEPENDENT AUDITING SERVICES

# Audit Firm Selection Background

2

- ❑ City Charter and the Financial Governance Policy requires City Council to designate a Certified Public Accountant to perform the City's annual audit.
- ❑ The City's Financial Governance Policy requires the City to request proposals every five years from qualified firms.
- ❑ City Council awarded the auditing services agreement to Pattillo, Brown & Hill, LLP on August 16, 2022.
  - ▣ Initial agreement was for the audit of fiscal years 2022 and 2023, with the option to renew for three additional fiscal years.
  - ▣ FY 2023 estimated audit cost is \$171,000 (included in the FY 2024 Proposed Budget).
- ❑ Audit Committee met on July 18, 2023 and voted to recommend the appointment of Pattillo, Brown and Hill, LLP for the FY 2023 audit.

# Alternatives

3

- ❑ Do not renew the agreement with Pattillo, Brown & Hill, LLP and issue a request for qualifications for independent auditing services.
- ❑ Renew the agreement with Pattillo, Brown & Hill, LLP to provide independent auditing services for the City of Killeen.



# Recommendation

4

The Audit Committee and staff recommend that the City Council renew the agreement with Pattillo, Brown & Hill, LLP to provide auditing services for the fiscal year ending September 30, 2023.



# City of Killeen

## Staff Report

File Number: RS-23-112

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Consider a memorandum/resolution appointing citizens to the board of the ARBOR OF HOPE non-profit to lead the county-wide coordination and management of homeless services.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Rashawn Smith, Community Development Administrator

**SUBJECT:** Appointment of Citizen Members to ARBOR OF HOPE county-wide non-profit coordinating homeless services.

### **BACKGROUND AND FINDINGS:**

Homelessness and mental health is a crisis of staggering proportions growing worse every day in cities nationwide, the City of Killeen is no exception. Although there are numerous services and programs available within Bell County, the agencies tend to operate individually rather than as a system of support to holistically address homelessness. The cities of Killeen, Temple, and Bell County collectively agreed the situation necessitated a comprehensive approach - one with a series of short, medium, and long-term strategies to adequately address homelessness.

In 2022, the Bell County Judge and Commissioners began working on the plan to reduce the use of jail cells for homeless individuals through the Jail Diversion Program, while in February 2023 the cities of Killeen and Temple adopted the Homelessness and Mental Health Strategic Plan (HMHSP) (Killeen Resolution 23-034R, 2/14/23). The Plan was developed to reduce and address the duration and frequency of homelessness within the county. A major emphasis and recommendation from the Plan is to establish a 501(c)3 non-profit organization to lead the county-wide coordination and management of all homeless services and concerns, including overseeing implementation of the HMHSP. This organization will be known as Arbor of Hope.

The Arbor of Hope governing board will be composed of 4 members appointed by the Bell County Commissioners Court; 3 members appointed by the Killeen City Council; 3 members appointed by the Temple City Council; (1) Chairperson of the County Homeless Service Providers Advisory Council; (1) ex-officio representative of the Central Texas Council of Governments; and the (1) President/CEO of Arbor of Hope serving as an ex-officio member - total 13 board members.

The Community Development Staff, with input from the consultant, created an application to fill the three positions for Killeen. The Application was released and posted to the City's social media sites as well as the City's web page with an open session between June 2, 2023, through June 18, 2023. CD Staff received a total of 12 (twelve) applications for the three positions.

Questions in the application requested specific information and experience relative to serving on the governing board including fundraising, marketing, media/public relations/ communications, board development (recruitment, training, evaluation), volunteer recruitment or management, previous leadership capacity (other organizations, jobs or committee participation), strategic planning, information technology, community outreach, special event planning, grant research writing or management, legal services, finance and accounting, and knowledge/experience with homeless issues. Applicants will serve an initial term of two (2) years. Five (5) of the applicants demonstrate exceptional experience.

Staff has provided a copy of the applications submitted by everyone for Council's consideration of appointment of the three representatives from Killeen to Arbor of Hope governing board.

**THE ALTERNATIVES CONSIDERED:**

1. Council may choose not to appoint any members.
2. Council may select three (3) individuals to for Killeen's representation on ARBOR OF HOPE board.

**Which alternative is recommended? Why?**

Alternative number 2 is recommended.

With the appointment of three (3) individuals to represent Killeen and to serve as a portion of the governing board leading the county-wide non-profit in coordination and management of all homeless services.

**CONFORMITY TO CITY POLICY:**

This item conforms to all applicable City policies and laws.

**FINANCIAL IMPACT:**

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

It is recommended that the City Council appoint three (3) members to the ARBOR OF HOPE board.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

N/A



# ARBOR OF HOPE NON-PROFIT BOARD APPOINTMENTS

# Background

2

- Council adopted the Homeless and Mental Health Strategic Plan February 2023. One of the plans major points of emphasis and recommendations was to establish a non-profit organization to coordinate, manage and oversee the county-wide strategic action steps to reduce homelessness within Bell County.

# Background

3

- The governing board of the non-profit to be established will be composed of 4 members appointed by the Bell County Commissioners Court; 3 appointed by the City of Killeen Council; 3 appointed by the City of Temple; (1) Chairperson of the County Homeless Service Providers Advisory Council; (1) ex-officio representative of the Central Texas Council of Governments; and the (1) President/CEO of Arbor of Hope serving as an ex-officio member - total 13 board members.

# Background

4

- Staff coordinated with the Communications Department for advertisement. The Application was released and posted to the City's social media sites and City's webpage with an open session June 2 through June 18. A total of twelve applications were received.
- Staff has provided a copy of the applications submitted for Council's consideration for appointment of three representatives that will be part of the Arbor of Hope's governing board.



# Alternatives

5

- Council may choose not to appoint any members.
- Council may select three (3) individuals for Killeen's representation on Arbor of Hope board.

# Recommendations

6

- Staff recommends alternative number 2 with appointment of three(3) individuals to represent Killeen and to serve as a portion of the governing board leading the county-wide non-profit in coordination and management of all homeless services.



# City of Killeen

## Staff Report

File Number: RS-23-113

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Consider a memorandum/resolution authorizing the purchase of Cisco's Unified Computing System, in an amount not to exceed \$240,386.79.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Willie Resto, Executive Director of Information Technology

**SUBJECT:** Cisco's Unified Computing System

### **BACKGROUND AND FINDINGS:**

The City of Killeen currently utilizes Cisco's Unified Computing System (UCS) data center architecture. The data center presently has one (1) blade chassis enclosure, populated with five (5) blade servers that are nearing the end of their supported life. The hardware in the blade servers has been supporting the City virtual server environment (90+ servers) since 2016 and the support life will end in February 2024. The chassis enclosure itself is still under support for the foreseeable future. By upgrading the blade servers to the latest Central Processing Units (CPU) and memory hardware; the system will be able to better support the growing virtual environment and technology. The benefits of proceeding with this upgrade include increased functionality and stability of the City's virtual servers (90+), ensuring compatibility with our network systems, and the cost savings of a limited-time migration cost from Cisco. Also included is updating the virtual appliance from version 7.0 to 7.0.3 (the latest security and functional features). This plan provides all necessary licensing, security updates, fixes, software downloads, and hardware replacement support. Cisco support provides escalated assistance, emergency support, and software installs and updates.

### **THE ALTERNATIVES CONSIDERED:**

1. Do not purchase Cisco Unified Computing System and allow the licensing to expire, not receive security updates, fixes, software downloads, and hardware replacement support.
2. Purchase Cisco Unified Computing System and have appropriate licensing, receive security updates, fixes, software downloads, and hardware replacement support

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

Staff recommends option 2 to allow for appropriate licensing, security updates, fixes, software downloads, and hardware replacement support. Without the Unified Computing System, the City would pay 100% of replacement costs for any of the Cisco hardware devices that fail, any security

patches, upgrades, or changes in software or firmware and forgo assistance.

**CONFORMITY TO CITY POLICY:**

The Information Technology Department is seeking approval to purchase Cisco's Unified Computing System from Insight through the Texas Department of Information Resources (DIR) contract. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

**FINANCIAL IMPACT:**

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

This is a one-time expenditure in the amount of \$240,386.79.

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

This is a one-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in the Information Technology Internal Service Fund account 627-2705-419.61-40.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council authorize the purchase of Cisco Unified Computing System from Insight using the Texas DIR contract TSO 4167 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Statement of Work  
Contract Verification Form



## SOLD-TO PARTY 10655459

CITY OF KILLEEN  
PO BOX 1329  
KILLEEN TX 76540-1329

## SHIP-TO

CITY OF KILLEEN  
INFORMATION TECHNOLOGY  
101 E AVENUE D  
KILLEEN TX 76541-5236

## Quotation

**Quotation Number :** [0226348070](#)  
**Document Date :** 06-JUN-2023 valid 28-July-2023  
**PO Number :** CISCO UPGRADE  
**PO release:** :  
**Sales Rep :** Christine Ricker  
**Email :** [CHRISTINE.RICKER@INSIGHT.COM](mailto:CHRISTINE.RICKER@INSIGHT.COM)  
**Telephone :** +15126912013  
**Sales Rep 2 :** Jason Sawyers  
**Email :** [JASON.SAWYERS@INSIGHT.COM](mailto:JASON.SAWYERS@INSIGHT.COM)  
**Telephone :** +14803667154

## We deliver according to the following terms:

**Payment Terms :** Net 30 days  
**Ship Via :** Insight Assigned Carrier/Ground  
**Terms of Delivery:** : FOB DESTINATION  
**Currency :** USD

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">UCS-M6-MLB</a>	Cisco UCS - Major Line Bundle (MLB) - blade - no CPU - 0 GB - no HDD Lead time (days): 66 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">UCSB-B200-M6-U</a>	Cisco UCS B200 M6 Blade Server - blade - no CPU - 0 GB - no HDD Lead time (days): 42 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 6030.45 Discount %: 60.000%	5	2,412.18	12,060.90
<a href="#">UCS-M2-I480GB</a>	Intel - SSD - 480 GB - SATA Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 1407.00 Discount %: 60.000%	10	562.80	5,628.00
<a href="#">UCS-M2-HWRAID</a>	Cisco - storage controller (RAID) - M.2 Card / SATA 6Gb/s Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 352.50 Discount %: 60.000%	5	141.00	705.00
<a href="#">UCSB-MLOM-40G-04</a>	Cisco UCS Virtual Interface Card 1440 - network adapter - LAN-on-motherboard (LOM) - 40Gb Ethernet / FCoE x 2 Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167)	5	661.94	3,309.70

Material	Material Description	Quantity	Unit Price	Extended Price
	MSRP: 1654.85 Discount %: 60.000%			
<a href="#">UCSX-TPM-002C</a>	Cisco Trusted Platform Module 2.0 - Trusted Platform Module (TPM) 2.0 Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 88.72 Discount %: 59.998%	5	35.49	177.45
<a href="#">N20-FW018</a>	Cisco UCS Manager (v. 4.2) - license - 1 license Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">UCSB-FBLK-M6</a>	Cisco storage drive sled Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	10	0.00	0.00
<a href="#">UCS-DIMM-BLK</a>	Cisco DIMM blanking panel Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	100	0.00	0.00
<a href="#">UCSB-HS-M6-F</a>	Cisco - processor heatsink Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">UCSB-HS-M6-R</a>	Cisco - processor heatsink Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">UCSB-MSTOR-M6</a>	Cisco FlexStorage Mini-Storage Carrier For M.2 - system upgrade kit Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">UCS-CPU-I6326</a>	Intel Xeon Gold 6326 / 2.9 GHz processor Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 6421.88 Discount %: 60.000%	10	2,568.75	25,687.50

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">UCS-MR-X64G2RW</a>	Cisco UCS - DDR4 - module - 64 GB - DIMM 288-pin - 2933 MHz / PC4-23400 - registered Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 6031.97 Discount %: 58.000%	60	2,533.43	152,005.80
<a href="#">UCS-SID-INFR-UNK</a>	UNKNOWN Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">UCS-SID-WKL-UNK</a>	UNKNOWN Lead time (days): 14 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">CON-3SNT-UCSB2M6U</a>	Cisco Smart Net Total Care - extended service agreement - 3 years CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 1524.00 Discount %: 27.000% Duration (months) : 36.00	5	1,112.52	5,562.60
<a href="#">DC-MGT-OPTOUT</a>	INTERSIGHT OPT OUT Coverage Dates: 06-JUN-2023 - 06-JUN-2024 Lead time (days): 7 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">OPTOUT-OTHER</a>	CUSTOMER USING ALTERNATE SYSTEMS MGT. OTHER Coverage Dates: 06-JUN-2023 - 06-JUN-2024 Lead time (days): 3 CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 0.00 Discount %: 0.000%	5	0.00	0.00
<a href="#">TRN-CLC-000</a>	Cisco Learning Credits - pre-purchasing training funds unit CISCO AGENT - STATE OF TEXAS DIR PRODUCTS AND SERVICES(# DIR-TSO-4167) MSRP: 1000.00 Discount %: 5.000%	15	950.00	14,250.00

Product Subtotal	213,824.35
Services Subtotal	5,562.60
Professional Services	21,000.00
<b>Total</b>	<b>240,386.79</b>



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Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Christine Ricker  
+15126912013  
[CHRISTINE.RICKER@INSIGHT.COM](mailto:CHRISTINE.RICKER@INSIGHT.COM)  
Fax 7372473728

Jason Sawyers  
+14803667154  
[JASON.SAWYERS@INSIGHT.COM](mailto:JASON.SAWYERS@INSIGHT.COM)  
Fax 4807606232




Insight Client Account Number	10655459
Statement of Work #	4010069507
State/Fed Contract	Texas DIR-IT Outsourcing DIR-CPO-5030-61002175

## **Statement of Work** **("SOW")**

### Parties and addresses for notice:

<b>"Insight"</b>	<b>"Customer"</b>
Company name: Insight Public Sector, Inc.	Company name: City of Killeen
Primary contact: Christine Ricker	Primary contact: Robert Sharp
Address: 13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address: 101 N. College Killeen, TX 76541
Email: christine.ricker@insight.com	Email:

### Agreed and accepted:

<b>Insight</b>	<b>Customer</b>
Authorized signature:  <small>John Brooks (Jun 27, 2023 21:13 MDT)</small>	Authorized signature:
Name:	Name:
Title: <b>Services Director</b>	Title:
Date: <b>6/27/2023</b>	Date:

**The Invoicing procedures section must be completed before this SOW can be processed.**

### Invoicing procedures:

<b>Method (Customer MUST select ONE option below.)</b>	<b>PO Process (Customer MUST select ONE option below.)</b>
<input type="checkbox"/> <b>Mail Invoice</b> – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	<input type="checkbox"/> <b>Customer issues system-generated POs or internal reference numbers for service engagements.</b> Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a copy of the PO is received. To avoid delays, please provide a copy of the PO at the time of execution. PO number: PO release number (if applicable): Internal billing reference number/name:
OR <input type="checkbox"/> <b>Email invoice</b> – Invoice copy will be sent electronically via email to:	OR <input type="checkbox"/> Customer does NOT issue system generated POs for service engagements. Billing reference, if required by Customer:
OR <input type="checkbox"/> <b>Submit invoice via VMS/Customer Portal</b> – Please provide name of VMS/Portal as well as any relevant details/instructions:	Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

This Statement of Work ("SOW") is effective as of the date last signed above ("SOW Effective Date") and subject to the Contract for End-User IT Outsourcing, DIR Contract No. DIR-CPO-5030-61002175 dated February 28, 2022, (the "Agreement") between Insight Public Sector, Inc. and State of Texas Department of Information Resources ("DIR").

## **1. Purpose**

The purpose of this SOW is to set forth the specific Services that Insight will provide to Customer in connection with the Agreement.

## **2. Definitions**

- a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.
- b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

## **3. Scope of Services and Delivery Schedule**

Insight will perform the following services ("Services") per the terms of this SOW.

### **3.1. Service Description**

The following is a high-level description of the Services Insight will provide:

1. The install and configure services as outlined in the Exhibit(s) of this SOW.

#### **3.1.1. Location**

Performance of the Services will be remote.

### **3.2. Project Management**

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

### **3.3. How Services are Accepted**

After Insight performs a Service or delivers a Deliverable to Customer, if the Service or Deliverable does not meet the material requirements described in the SOW, then Customer will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Customer. If Customer fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Customer.

### **3.4. Business Hours**

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

### **3.5. Customer Responsibilities**

Customer is responsible for the following:

1. Customer will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.
2. If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
3. Customer will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Customer.

4. Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
5. Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
7. Customer will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Customer's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
8. Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so.
9. If applicable, Customer is responsible for performance of the following OCM-related tasks:
  - a. Stakeholder Engagement, including but not limited to:
    - i Stakeholder analysis, use case development, and/or persona/user segmentation activities
    - ii Stakeholder engagement plan including scheduling of any activities
  - b. Communications, including but not limited to:
    - i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
    - ii Execution/creation of any content outlined in the communications plan
    - iii Communications T-minus schedule
  - c. Training, including but not limited to:
    - i Training plan and schedule
    - ii Training content planning, creation and/or execution
  - d. Adoption, including but not limited to:
    - i Creation or execution of a governance plan
    - ii Creation or execution of a post-project end-user adoption plan

### **3.6. Assumptions**

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

### **3.7. Change Request Procedure**

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Customer does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

### **3.8. Project Kickoff**

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

### **3.9. Start Date**

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Customer causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Customer may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Customer requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

### **3.10. Estimated Duration**

The Services' duration will be approximately 2 weeks.

## **4. Pricing and Payments**

### **4.1. Fixed Fee**

Customer shall pay Insight the fixed fee of **\$21,000.00**. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Customer. Customer will not reimburse Insight for travel expenses, if any are required.

#### 4.1.1. Invoicing

Insight will invoice Customer monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

Customer will be required to pay each invoice within 30 days from the date that Customer receives the invoice, per Texas Government Code, chapter 2251.

#### 4.2. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Customer. This SOW must be executed and returned to Insight by Customer within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. In the event that work effort is paused for a period in excess of 90 days, Insight will invoice Customer for Services provided to date based on percent complete after 90 days of inactivity.
4. Pricing and estimated time to complete this engagement are based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
5. Customer acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Customer cancels this engagement, Customer shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR \$12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR \$2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities.

#### 4.3. Customer Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Customer's proprietary information contained therein, authored or created by Insight specifically for Customer as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Customer. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Customer a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

## 5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

### **Project Manager**

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Customer readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Customer, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Customer expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Customer at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
  - Identify Customer contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
  - Track the following decisions and deliverables as part of the project plan:
    - Plans for stakeholder engagement, communications, content planning, training, and adoption
    - T-minus schedules for stakeholder engagement, communications, and training
    - Technical dependencies related to OCM activities

### 5.1. Project Contacts

Contact Name	Contact Email
Customer Sponsor - Robert Sharp	
Client Executive - Christine Ricker	christine.ricker@insight.com
Services Manager – Steve Lopez and John Brooks	steve.lopez@insight.com john.brooks@insight.com

## **6. Exhibit – UCS Upgrade**

### **6.1. Service Description**

The following is a high-level description of the Services Insight will provide:

- Upgrade Chassis Firmware to the latest Gold Code
- Replace 5 UCS Blades with newer versions
- Upgrade vCenter to latest 7.x code

### **6.2. Scope and Approach**

Insight will perform the following Services:

#### **UCS Chassis**

- Upgrade UCS-B Chassis and FI Firmware to the latest Gold Code
- Replace 5 UCS B-200 Blades with 5 new B200-M6 Blades
- Prepare local storage to boot the ESXi hosts
- Show the Client how to move/migrate VMs (2-3 VMs)
- Verify and validate boot from storage and VMs functionality

#### **vCenter**

- Upgrade vCenter to the latest 7.x version with patches
- Validate VM functionality after upgrade

#### **6.2.1. Out of Scope**

1. The following are considered out-of-scope and are not part of the Services:
  - a. Electrical or cabling services
  - b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section are considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request Form process.

### **6.3. Deliverables**

#### **Project Management**

##### **Project Manager**

- Communications/escalation contact list
- Weekly status reports on the progress of the project








# City of Killeen HW-SW-Services v2 (003)

Final Audit Report

2023-06-28

Created:	2023-06-27
By:	Christine Ricker (christine.ricker@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMzY1HkhtWuOyNOFTSGi-aMH-C2rw44uT

## "City of Killeen HW-SW-Services v2 (003)" History

-  Document created by Christine Ricker (christine.ricker@insight.com)  
2023-06-27 - 10:41:13 PM GMT- IP address: 198.206.188.6
-  Document emailed to john brooks (john.brooks@insight.com) for signature  
2023-06-27 - 10:42:01 PM GMT
-  Email viewed by john brooks (john.brooks@insight.com)  
2023-06-28 - 3:12:49 AM GMT- IP address: 104.47.58.254
-  Document e-signed by john brooks (john.brooks@insight.com)  
Signature Date: 2023-06-28 - 3:13:06 AM GMT - Time Source: server- IP address: 66.36.121.5
-  Agreement completed.  
2023-06-28 - 3:13:06 AM GMT



### Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

*Erica Falchetti*

Signature

**Erica Falchetti**

Printed Name

**6/27/2023**

Date

**Insight Public Sector, Inc.**

Company Name

**Director, Public Sector**

Title

# FORM Contract Verification Fillable (002)

Final Audit Report

2023-06-27

Created:	2023-06-27
By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9NVNcO6nkQUR5EYg8uIHVBgbkzglpLb5

## "FORM Contract Verification Fillable (002)" History

-  Document created by AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)  
2023-06-27 - 11:02:35 PM GMT- IP address: 20.125.67.140
-  Document emailed to Erica Falchetti (erica.falchetti@insight.com) for signature  
2023-06-27 - 11:03:09 PM GMT
-  Email viewed by Erica Falchetti (erica.falchetti@insight.com)  
2023-06-27 - 11:10:59 PM GMT- IP address: 20.125.67.150
-  Document e-signed by Erica Falchetti (erica.falchetti@insight.com)  
Signature Date: 2023-06-27 - 11:11:17 PM GMT - Time Source: server- IP address: 20.125.67.150
-  Agreement completed.  
2023-06-27 - 11:11:17 PM GMT



# CISCO UNIFIED COMPUTING SYSTEM

RS-23-113

July 18, 2023

# Background

2

- ❑ The Cisco Unified Computing System hardware will reach end of support February 29, 2024
- ❑ The current maintenance agreement will expire on July 22, 2023
- ❑ The Cisco Unified Computing System upgrade provides:
  - ▣ System upgrades for VMware and vCenter software
  - ▣ Security patches and upgrades or hardware replacements
  - ▣ Three years of hardware and software support for the Unified Computing System

# Background continued

3

- Insight is a certified Cisco partner and pricing is through the Texas Department of Information Resources contract TSO-4167
- Cost of the project is \$240,386.79; includes hardware equipment, Cisco support on hardware and software, and professional services

# Alternatives

4

- Do not authorize the purchase of Cisco Unified Computing System hardware
- Authorize the purchase of Cisco Unified Computing System hardware not to exceed \$240,386.79

# Recommendation

5

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of the Cisco Unified Computing System hardware and support with Insight, a Cisco certified vendor utilizing DIR-TSO-4167 contract in an amount not to exceed \$240,386.79





# City of Killeen

## Staff Report

File Number: RS-23-114

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Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for Runway and Taxiway Pavement Preservation at Killeen-Fort Hood Regional Airport, in the amount of \$90,000.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** FAA Grant Acceptance-Runway and Taxiway Pavement Preservation

### **BACKGROUND AND FINDINGS:**

The Killeen Fort Hood Regional Airport (KFHRA) staff submitted an application to the Federal Aviation Administration (FAA) for an Airport Improvement Program (AIP) grant listed on our approved FAA Capital Improvement Plan for FY 2023. The AIP grant is for runway and taxiway pavement preservation to include rubber removal, crack sealing, marking, and minor repairs at KFHRA.

The City has been offered an AIP grant in the amount of \$90,000 to be used for this project. This grant will fund 90% of the cost of this project. Matching funds, in the amount of \$10,000, will come from the FAA Passenger Facility Charge (PFC) that was approved by the FAA on February 16, 2023.

Acceptance of this grant requires the City to make assurances related to the continued availability of the Airport to the public and compliance with a number of Federal Regulations and Standards.

### **THE ALTERNATIVES CONSIDERED:**

1. Do not accept the grant.
2. Accept the grant.

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

Alternative 2 is recommended because:

The project is 100% funded by the Grant and PFC funds; and there is no impact on the Airport operating fund or fund balance

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

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

\$10,000 - 10% match requirement if the grant is accepted.

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

One-time

**Is this expenditure budgeted?**

Upon approval of the associated ordinance amending the FY 2023 Annual Budget

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

N/A

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

Upon approval of the associated ordinance amending the FY 2023 Annual Budget

**RECOMMENDATION:**

City Council accept the Federal Aviation Administration Grant in the amount of \$90,000 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Offer



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
Texas

Texas Airports District  
Office:  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-1524

June 20, 2023

Mr. Kent Cagle  
City of Killeen  
101 N. College Street  
Killeen, TX 76541

Dear Mr. Cagle:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0361-053-2023 at Robert Gray AAF Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jessica Bryan, (817) 222-4039, jessica.l.bryan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Kim Brockman (Jun 20, 2023 11:18 CDT)

Kim Brockman  
Acting Manager  
Texas Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date	June 20, 2023
Airport/Planning Area	Robert Gray AAF Airport
FY2023 AIP Grant Number	3-48-0361-053-2023
Unique Entity Identifier	J6MNLASJ9GC8
TO:	City of Killeen
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 17, 2023, for a grant of Federal funds for a project at or associated with the Robert Gray AAF Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Robert Gray AAF Airport (herein called the "Project") consisting of the following:

Seal Runway Pavement Surface/Pavement Joints 15/33, Seal Taxiway Pavement Surface/Pavement Joints B

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$90,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning;

\$ 90,000 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any



steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 2/11/20, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### SPECIAL CONDITIONS

- 28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor

Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major rehabilitation.
  2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.
  4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.


29. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Kim Brockman (Jun 20, 2023 11:18 CDT)  
(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

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

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### ***FOOTNOTES TO ASSURANCE (C)(1)***

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of



residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

### **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;



2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Killeen), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 17, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.





FEDERAL AVIATION ADMINISTRATION GRANT  
ACCEPTANCE-RUNWAY AND TAXIWAY  
PAVEMENT PRESERVATION AT KILLEEN-FORT  
HOOD REGIONAL AIRPORT

RS-23-114

July 18, 2023



# Background

2

- Staff submitted an application to the Federal Aviation Administration (FAA) for an Airport Improvement Program (AIP) grant
- This grant is for the runway and taxiway pavement preservation project to include rubber removal, crack sealing, marking and minor repairs and is on our previously approved FAA Capital Improvement Plan (CIP) for FY23

# Discussion

3

- The City has been offered an FAA AIP Grant in the amount of \$90,000 to fund 90% of the Runway and Taxiway Pavement Preservation Project at the Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$10,000, will come from the FAA Passenger Facility Charge (PFC) Application that was approved by the FAA on February 16, 2023
- No impact to the operational fund or fund balance

# Alternatives

4

- ☐ Do not accept the grant
- ☐ Accept the grant

# Recommendation

5

- City Council accept the Federal Aviation Administration ALP grant in the amount of \$90,000 and authorize the City Manager, or designee, to execute all grant documents and any and all amendments or actions within the amounts set by state and local law



# City of Killeen

## Staff Report

File Number: RS-23-115

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Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for the Pavement Management Program at Killeen-Fort Hood Regional Airport, in the amount of \$89,190.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** FAA Grant Acceptance-Pavement Management Program

### **BACKGROUND AND FINDINGS:**

The Killeen Fort Hood Regional Airport (KFHRA) staff submitted an application to the Federal Aviation Administration (FAA) for an Airport Improvement Program (AIP) grant. The AIP grant includes a new pavement management study that will result in a new Pavement Management Program (PMP) that is required to meet FAA Grant Assurances and Standards. The key elements of the PMP will be an inventory of existing airfield pavements, a history of rehabilitation and maintenance efforts, mapping of said pavements, condition inspections, and testing (including geotechnical testing) to determine the condition and strength of each section of pavement. The end product will provide the condition of existing pavements and a recommended maintenance program to extend the pavement life cycle. This type of plan is a key element in developing our FAA approved Capital Improvement Plan (CIP) related to planning and justifying grant funding of pavement rehabilitation projects.

The City has been offered an AIP grant in the amount of \$89,190 to be used for this project. This grant will fund 90% of the cost of this project. Matching funds, in the amount of \$9,910, will come from the Airport Capital Improvement fund.

Acceptance of this grant requires the City to make assurances related to the continued availability of the Airport to the public and compliance with a number of Federal Regulations and Standards.

### **THE ALTERNATIVES CONSIDERED:**

1. Do not accept the grant.
2. Accept the grant.

**Which alternative is recommended? Why?**

Alternative 2 is recommended because:

The project is 90% funded by the Grant and 10% match will come from the Airport Capital Improvement fund.

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The grant amount is \$89,190; the required match is \$9,910.

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

One-time.

**Is this expenditure budgeted?**

Upon approval of the associated budget amendment.

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

N/A

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

Upon approval of the associated budget amendment.

**RECOMMENDATION:**

City Council accept the Federal Aviation Administration Grant in the amount of \$89,190 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Offer



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
Texas

Texas Airports District Office:  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-1524

June 27, 2023

Mr. Kent Cagle  
101 N. College Street  
Killeen, TX 76541

Dear Mr. Cagle:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0361-055-2023 at Robert Gray AAF Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jessica Bryan, (817) 222-4039, jessica.l.bryan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Kim Brockman (Jun 27, 2023 08:27 CDT)

Kim Brockman  
Acting Manager  
Texas Airports District Office





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date June 27, 2023

Airport/Planning Area Robert Gray AAF Airport

FY2023 AIP Grant Number 3-48-0361-055-2023

Unique Entity Identifier J6MNLASJ9GC8

TO: City of Killeen

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 9, 2023, for a grant of Federal funds for a project at or associated with the Robert Gray AAF Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Robert Gray AAF Airport (herein called the "Project") consisting of the following:

Conduct or Update Miscellaneous Study

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances

attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$89,190.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$ 0 for planning;  
 \$ 89,190 airport development or noise program implementation; and,  
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 2/11/20, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or



- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

**SPECIAL CONDITIONS**


28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Kim Brockman (Jun 27, 2023 08:27 CDT)  
*(Signature)*

Kim Brockman  
*(Typed Name)*

Acting Manager, Texas ADO  
*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:**

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:**

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

\_\_\_\_\_  
<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Bulld America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.



- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

### **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the



providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Killeen**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 9, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.



**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.





FEDERAL AVIATION ADMINISTRATION GRANT  
ACCEPTANCE-PAVEMENT MANAGEMENT  
PROGRAM AT KILLEEN-FORT HOOD  
REGIONAL AIRPORT

RS-23-115

July 18, 2023

141

# Background

2

- Staff submitted an application to the Federal Aviation Administration (FAA) for an Airport Improvement Program (AIP) grant
- This grant includes a new pavement management study that will result in a new Pavement Management Program (PMP) that is required to meet FAA Grant Assurances and Standards

# Discussion

3

- The key elements of the PMP will be an inventory of existing airfield pavements, a history of rehabilitation and maintenance efforts, mapping of said pavements, condition inspections and testing, including geotechnical testing, to determine the condition and strength of each section of pavement

# Discussion

4

- The end product will provide the condition of existing pavements and a recommended maintenance program to extend the pavement life cycle. This type of plan is a key element in developing our FAA approved Capital Improvement Plan (CIP) related to planning and justifying grant funding of pavement rehabilitation projects

# Discussion

5

- The City has been offered an FAA AIP Grant in the amount of \$89,190 to fund 90% of the cost of the Pavement Management Program at the Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$9,910, will come from the Airport Capital Improvement fund

# Alternatives

6

- ☐ Do not accept the grant
- ☐ Accept the grant



# Recommendation

7

- City Council accept the Federal Aviation Administration ALP grant in the amount of \$89,190 and authorize the City Manager, or designee, to execute all grant documents and any and all amendments or actions within the amounts set by state and local law



# City of Killeen

## Staff Report

File Number: RS-23-116

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Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the Pavement Management Program at Killeen-Fort Hood Regional Airport, in the amount of \$99,100.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** Professional Services Agreement with Garver, LLC

### **BACKGROUND AND FINDINGS:**

The City has been offered a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount of \$89,190 to fund 90% of the Pavement Management Program (PMP) at the Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$9,910, will come from the Airport Capital Improvement fund.

The AIP grant includes a new pavement management study that will result in a new PMP that is required to meet FAA Grant Assurances and Standards. The key elements of the PMP will be an inventory of existing airfield pavements, a history of rehabilitation and maintenance efforts, mapping of said pavements, condition inspections, and testing (including geotechnical testing) to determine the condition and strength of each section of pavement. The end product will provide the condition of existing pavements and a recommended maintenance program to extend the pavement life cycle. This type of plan is a key element in developing our FAA approved Capital Improvement Plan (CIP) related to planning and justifying grant funding of pavement rehabilitation projects.

Staff has negotiated a professional services agreement with Garver, LLC, in the amount of \$99,100, for the PMP at KFHRA.

### **THE ALTERNATIVES CONSIDERED:**

1. Disapprove the agreement.
2. Approve the agreement.

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

Alternative 2 is recommended because:

1. The Garver team is the Airport engineer of record and was selected via a competitive process.
2. This choice offers the most experienced team fully cognizant of FAA requirements for projects at KFHRA.
3. The project is 90% funded by the Grant and 10% match will come from the Airport Capital Improvement Fund.

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The expenditure for Alternative 2 in the current fiscal year is \$99,100.

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

One-Time

**Is this expenditure budgeted?**

Yes, funds will be available in the Aviation Airport Improvement Program (AIP) Grant Fund account 524-0515-521.69-01, and the Aviation CIP Fund account 523-8905-493.69-01, upon approval of the budget amendment.

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

N/A

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

Yes, upon approval of the budget amendment.

**RECOMMENDATION:**

Staff recommends City Council approve a professional service agreement with Garver, LLC in the amount of \$99,100 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Contract

Certificate of Interested Parties



285 SE Inner Loop  
Suite 110  
Georgetown, TX 78626

TEL 512.485.0020  
FAX 512.485.0021

[www.GarverUSA.com](http://www.GarverUSA.com)

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May 9, 2023

Mike Wilson  
Killeen-Fort Hood Regional Airport (GRK)  
8101 S Clear Creek Road  
Killeen, TX 76549

Re: Professional Services Proposal and Contract for  
GRK Pavement Management Program (PMP)

Dear Mr. Wilson,

We appreciate the opportunity to serve the Killeen-Fort Hood Regional Airport with the Pavement Management Program. We have developed a proposed contract including the scope of services and fee.

Please call me if you have any questions.

Sincerely,

GARVER

Derek Mayo, P.E., PMP  
Senior Project Manager

Attachments: GRK PMP Contract



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

## **RECITALS**

**WHEREAS**, Owner intends to develop a Pavement Management Plan (PMP) (the “**Project**”).

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

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

### **1. DEFINITIONS GARVER**

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

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

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

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

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

### **2. SCOPE OF SERVICES**

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

### **3. PAYMENT**

3.1. Fee.



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

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

3.3. Payment.

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

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

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

#### **4. AMENDMENTS**

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

#### **5. OWNER'S RESPONSIBILITIES**

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

5.1.1. Those responsibilities set forth in Exhibit A.

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



subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner agrees to allow the contractor to include "Garver, LLC" as an additional insured under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly solicit any of Garver's Personnel during performance of this Agreement.

## **6. GENERAL REQUIREMENTS**

### **6.1. Standards of Performance.**

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.





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

## 6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

## 6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.
- 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Notwithstanding anything to the contrary, City is a governmental entity subject to Texas Public Information Act and shall abide by said Act and opinions of the Attorney General interpreting the same.

## **7. INSURANCE**

### **7.1. Insurance.**

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2. Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## **8. DOCUMENTS**

- 8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).



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

## **9. INDEMNIFICATION / WAIVERS**

### **9.1. Indemnification.**

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

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

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

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

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

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

9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT



GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO PROCEEDS RECEIVED FROM INSURANCE PROVIDED UNDER EXHIBIT C OF THIS AGREEMENT.

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

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

## 10. DISPUTE RESOLUTION

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

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

10.1.2. If both Parties agree to arbitration, said arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

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

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the



proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

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

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

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

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

## 11. TERMINATION

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

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

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.





## 12. MISCELLANEOUS

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

## 13. EXHIBITS

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

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

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



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

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

**City of Killeen, TX**

**Garver, LLC**

By: \_\_\_\_\_  
Signature *[Signature]*

By: \_\_\_\_\_  
Signature *[Signature]*

Name: Kent Cagle  
Printed Name

Name: Josh Crawford  
Printed Name

Title: City Manager

Title: Vice President

Date: \_\_\_\_\_

Date: 06/13/2023

Attest: \_\_\_\_\_  
Laura Calcote, City Secretary

Attest: *[Signature]*





## EXHIBIT A SCOPE OF SERVICES

Generally, the Scope of Services includes the following services for the evaluation of airfield pavements and Pavement Management Program (PMP) development at the Killeen-Fort Hood Regional Airport (GRK), along with developing Pavement Classification Ratings for each pavement identified in the PMP. The PMP will in accordance with FAA AC 150/5380-7B. The limits of airfield pavements within this scope can be found within Figure 1.

The Scope of Services is divided into three parts as described below.

1. **Part 1** – Preliminary Inspection Services including Historical Data Research and Airside Mapping
2. **Part 2** – Inspection Services including PCI Site Inspection and Site Inspection QC Review
3. **Part 3** – PMP Development including Analysis, Project Recommendations, and Reporting
4. **Part 4** – PCR developed for each pavement identified in the PMP utilizing airport provided record drawings for pavements
5. **Part 5** – Additional geotechnical investigation. If necessary. Up to 2 Taxiway samples may be required to complete the subsurface data necessary to complete PCR calculations as most of the pavements included have geotechnical data available within the last 10 years.

### Part 1

#### Preliminary Inspection Services

Garver will compile inventory data and review construction history from available sources for airside improvements within the limits outlined in Appendix A. The airfield pavements will be divided into branches, with a branch being a readily identifiable part of the network that has a distinct function. Each branch will then be broken into sections. Per ASTM D 5340, Sections shown within Appendix A to be inspected will be divided into sample units which are  $5,000 \pm 1,000\text{ft}^2$  in size for asphalt pavements and 20 slabs  $\pm 8$  for concrete pavements. Garver will develop a CAD map showing branches, sections, and sample units for the areas.

The subdivided branches, sections, and sample units will be input into PAVER.

Available historical data, including construction, rehabilitation, and maintenance information, will also be input into a PAVER database for the sections where data is available.

To develop Work History information, Garver will conduct the following:

- Coordination with the Owner, database research review, and historical aerial imagery review to gather work history data pertaining to the airport pavements. Gathering and processing this data is contingent upon obtainable and accurate information.
- Compile work history information into PAVER.

### Part 2

#### Pavement Condition Index (PCI) Site Inspection

Garver will conduct a PCI survey in accordance with ASTM D 5340 for airfield pavements outlined in Exhibit C. The limits of this inspection include the Commercial Apron, Connector Taxiway D, Connector Taxiway E, and Connector Taxiway G.



Garver will coordinate all field survey activities with the airport. A schedule for the airport surveys will be developed and distributed to all parties concerned in advance of any field activities. Prior to arrival, Garver will arrange for any closures (NOTAM's) required to perform the condition survey. Upon arrival, Garver will provide a briefing for the airport staff involved with the work. Once cleared by airport staff to operate on the airfield, the PCI survey team will begin the inspection by laying out the sample units and evaluating the surface condition of each sample unit. Inspectors will maintain radio contact with ATCT.

During the inspections, the PCI survey team will verify the accuracy of the section layout and sample unit maps and make any field changes as necessary.

The PCI surveys will be conducted by inspectors using tablets and walking the pavement network and recording distresses. The recorded data in the field will be transferred to the PAVER database. Digital photographs will be taken for each section to show typical conditions or any unusual distresses. The digital photographs will be provided via file transfer upon completion of the project. The on-site inspector will review the resultant PCI of each sample area at the conclusion of the inspection for the given sample area.

#### Site Inspection QC Review

Garver will examine data and photographs collected during the PCI site inspection phase to perform an overall quality control review of all data obtained through site inspections.

### **Part 3**

#### PMP Development

Garver will analyze the results of the PCI site inspections and generate pavement condition and distress information for the Airport in accordance with ASTM D 5340. Garver will then compile pavement inventory data within PAVER.

Garver understands that Parallel Taxiway B and Connector Taxiway B3 are planned to be reconstructed in 2023. As such, these branches will not be inspected and a PCI credit for the project will be issued based on work history.

Additionally, Garver understands the FAA is not requiring an PCI update inspection to be performed on Runway 15-33. If available, Garver will obtain the prior PCI data and incorporate this into the analysis. However, Garver shall not be responsible for the accuracy of the prior study data.

Upon completion of the project, Garver will provide shape files, base files, and all collected data to the airport for distribution as needed.

Upon generation of the PCI data, Garver will coordinate with the Airport to develop a customized workflow to select and prioritize projects based upon determined existing conditions. This customized workflow blends pavement science with specific factors impacting the airport. This workflow will be utilized to allocate project types (maintenance, rehabilitation, reconstruction) and apply a project ranking.



### PowerPM Pavement Management Tool

Garver will compile pavement condition data within the PowerPM Pavement Management online dashboard. Garver will host and provide access to the online dashboard for a period of 3-years from the date of distribution of final deliverables.

The PowerPM online dashboard will include:

- Site Conditions:
  - Interactive Pavement Inventory and Map:
    - Section name
    - Pavement use (runway, taxiway, apron, etc.)
    - Pavement material (asphalt, concrete)
  - Condition Information
    - Pavement Condition Index (PCI)
- Inspection Data:
  - Extrapolated Distress Data
- Unconstrained Project List outlining all existing needs
  - As based upon the customized project selection workflow
- 5-Year Interactive Capital Improvement Planning Tool
  - This tool will allow the airport to input preferred budget scenarios to generate a 5-year plan based upon the entered budget scenario
- Work History Data
  - Limited to data provided to Garver by airport prior to draft project deliverables

### Executive Summary

Garver will develop an Executive Summary including overall pavement conditional values at the Branch level. Additionally, the Executive Summary will outline 4 major pavement projects recommended to be included within the airport CIP.

### **Project Deliverables**

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

- PowerPM Pavement Management Tool via online access
  - Airport will be provided Username and Password Credentials
- Executive Summary via electronic PDF file
- PAVER Database files
- Project Photographs



#### **Part 4**

##### PCR

Garver will utilize record drawings and other historical geotechnical data available to develop PCR's for the pavements included in the PCI study. PCRs will be developed utilizing available Geotechnical information from the airport and prepared according to AC 150/5335-5D *Standardized Method of Reporting Airport Pavement Strength - PCR*. This information will be assumed as correct in the development of the PCR calculations.

#### **Part 4**

##### Additional Geotechnical Investigation

If the necessary geotechnical information (pavement section information and subgrade bearing capacity) isn't available from previous geotechnical investigations and record drawings provided by the airport, additional geotechnical investigation will be required to obtain such information.

#### **Additional Services**

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

1. Submittals or deliverables beyond those listed herein.
2. Landside pavement evaluation.
3. Subsurface exploration to determine existing pavement sections.
4. Engineering, architectural, or other professional services beyond those listed herein.
5. Bid documents, specifications, or details for performing pavement maintenance.
6. Project Work History updates based on future construction and rehabilitation.
7. Future PCI Surveys
8. Updating PCI values annually based on standard regression curves if no PCI surveys completed.
9. Topographical survey
10. Geotechnical investigation and reports beyond that included herein

#### **Schedule**

Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

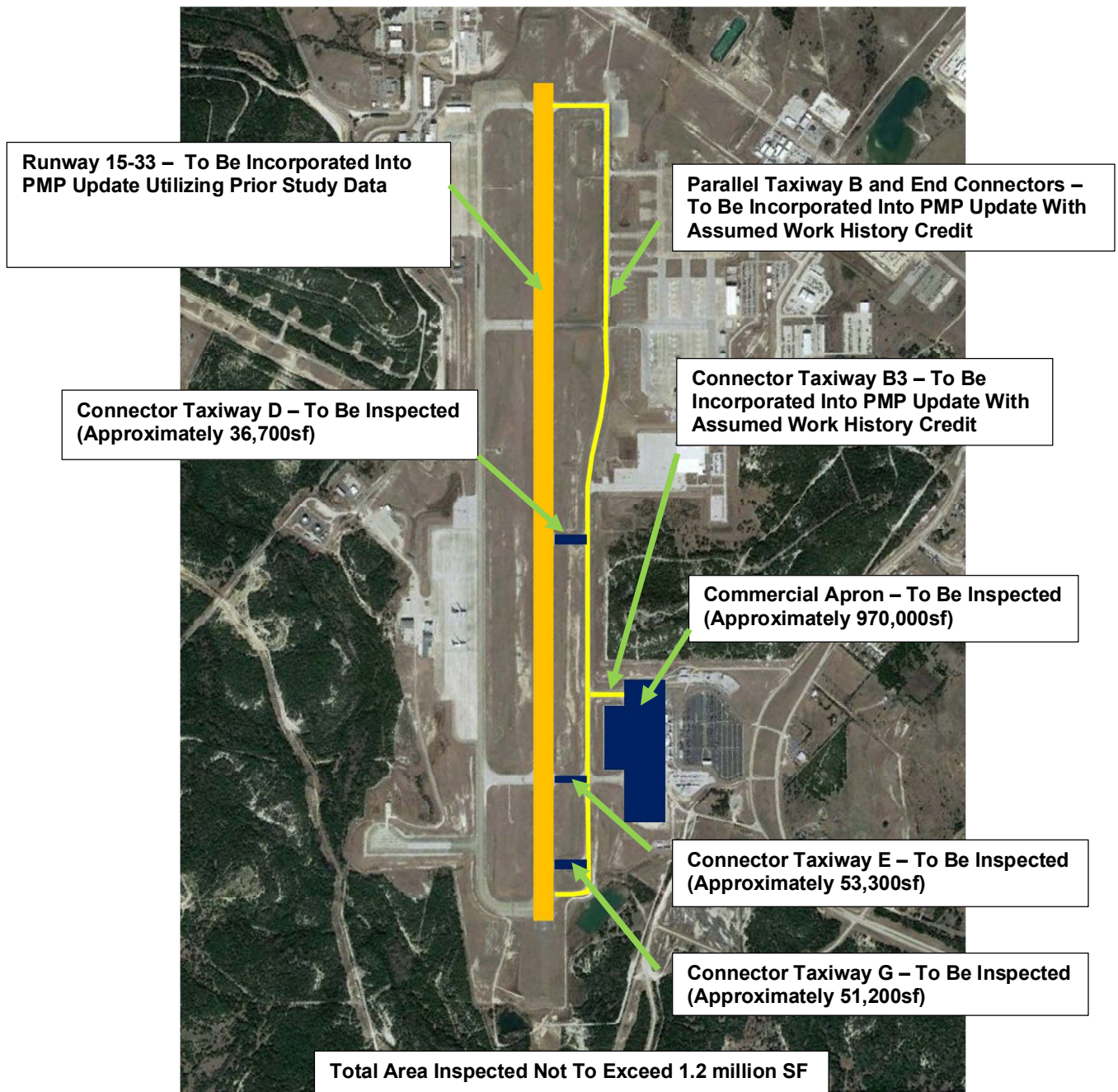


Figure 1 - Proposed Layout



**EXHIBIT B  
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
PCI Survey and PMP	\$59,100	LUMP SUM
PCR	\$20,000	LUMP SUM
Additional Geotechnical Investigation	\$20,000	REIMBURSIBLE NOT TO EXCEED
TOTAL FEE	\$59,100.00	

The total contract amount is \$99,100. The lump sum amount to be paid under this Agreement is \$79,100 and the amount to be paid as a Reimbursible Not to Exceed (NTE) is \$20,000. For informational purposes, a breakdown of Garver's estimated costs is included in this [Exhibit B](#).

**Exhibit B**

**City of Killeen  
GRK Pavement Management Program (PMP)**

**FEE SUMMARY**

<b>Title I Service</b>	<b>Fee Type</b>	<b>Estimated Fees</b>
Pci Survey And Pmp	Lump Sum	\$ 59,100.00
PCR	Lump Sum	\$ 20,000.00
Additional Geotech Investigation	Reimbursible	\$ 20,000.00
	Not to Exceed	
<b>Subtotal for Title I Service</b>		<b>\$ 99,100.00</b>

**Exhibit B****City of Killeen  
GRK Pavement Management Program (PMP)****PCI Survey and PMP**

WORK TASK DESCRIPTION	E-5	E-3	E-1	D-1	RS-4
	hr	hr	hr	hr	hr
<b>1. Part 1 - Preliminary Inspection Services</b>					
Coordination with FAA	4	4			
Coordination with Client	4	6			
Existing Data Compilation and Review	6	4	2	4	
PAVER Database Setup and Mapping	6	4	6	36	
<b>Subtotal - Part 1 - Preliminary Inspection Services</b>	<b>20</b>	<b>18</b>	<b>8</b>	<b>40</b>	<b>0</b>
<b>2. Part 2 - Inspection Services</b>					
Inspection Setup	2	4		14	
PCI Site Inspection	4	12		48	
Site Inspection QC Review	2			10	
PAVER Exports for Analysis			1	2	
<b>Subtotal - Part 2 - Inspection Services</b>	<b>8</b>	<b>16</b>	<b>1</b>	<b>74</b>	<b>0</b>
<b>3. Part 3 - PMP Development</b>					
Incorporation of Runway Data and Work History		4	8	14	
Analysis of Site Conditions	2	6	2	2	
Project Selection Workflow	2	6	4		
PowerPM Site Conditions Page		6	6	2	
Unconstrained Project List		6	6		
5-Year Pavement CIP Planning Tool	2	6	8		
Executive Summary	2	8	4		
<b>Subtotal - Part 3 - PMP Development</b>	<b>8</b>	<b>42</b>	<b>38</b>	<b>18</b>	<b>0</b>

<b>Hours</b>	<b>36</b>	<b>76</b>	<b>47</b>	<b>132</b>	<b>0</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$400.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$100.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$3,001.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$3,701.00</b>
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<b>SUBTOTAL:</b>	<b>\$59,100.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$59,100.00</b>
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**Exhibit B****City of Killeen  
GRK Pavement Management Program (PMP)****PCR**

WORK TASK DESCRIPTION	E-5	E-3	E-1	D-1	RS-4
	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>					
Review Existing Available Geotechnical Data	1		4		
Review Fleet Mix from Previous Taxiway B Project	1	1	2		
Coordinate with Airport on Fleet Mix	2	2			
Perform PCR Calculations	2	8	16		
Develop Report and Results	2	14	10		
QC Review	2	2			
Implement QC Review Results	1	4	6		
Review with Stakeholders	4	1	1		
Implement Comments from Stakeholders	2	2			
<b>Subtotal - Civil Engineering</b>	<b>17</b>	<b>34</b>	<b>39</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>17</b>	<b>34</b>	<b>39</b>	<b>0</b>	<b>0</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$19,403.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$397.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Travel Costs	\$100.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$597.00</b>
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<b>SUBTOTAL:</b>	<b>\$20,000.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$20,000.00</b>
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**EXHIBIT C  
(INSURANCE)**

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

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



## APPENDIX D

### MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

#### 1. ACCESS TO RECORDS AND REPORTS

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

#### 2. CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract.

#### 3. CIVIL RIGHTS – TITLE VI ASSURANCE

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

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's



obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of an Engineer's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);



- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### 4. DEBARMENT AND SUSPENSION

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

#### 5. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex,



sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.
- (4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representatives of the Engineer's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Engineer will include the portion of the sentence immediately preceding paragraph (1)



and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## II. Standard Federal Equal Employment Opportunity Contract Specifications

### (1) As used in these specifications:

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

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

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an



association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

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





community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's



recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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



affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally, the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.)

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

#### 6. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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



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

## 7. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

## 8. TERMINATION OF CONTRACT

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

Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

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

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

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



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

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

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

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

- b) Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Engineer.

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

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

## 9. TRADE RESTRICTION CERTIFICATION

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



contract, the Engineer –

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of



the contract or subcontract for default at no cost to the Owner or the FAA.

#### 10. VETERAN'S PREFERENCE

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

#### 11. TAX DELINQUENCY AND FELONY CONVICTIONS

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

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

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

#### 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Engineer and Subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

#### 13. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.





## **EXHIBIT E**

### **STATE OF TEXAS REQUIREMENTS**

#### **I. PROHIBITION ON CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS**

Consultant's Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations Effective September 1, 2017, Consultant acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Consultant does not engage in business with Iran, Sudan, or any foreign terrorist organizations and (b) Consultant is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for (1) professional or consulting services subject to the Professional Services Act – Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (6) for a purchase of supplies, materials or equipment.

#### **II. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Consultant's Acknowledgement of Prohibition on Contracts with Companies Boycotting Israel Effective September 1, 2017 and as amended May 7, 2019, Consultant acknowledges, in accordance with Chapter 2271 of the Texas Government Code, that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

#### **III. PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Consultant's Acknowledgement of Prohibition on Contracts with Certain Foreign-Owned Companies in Connection with Critical Infrastructure Effective June 18, 2021, Consultant acknowledges, in accordance with Chapter 2274 of the Texas Government Code, that Consultant does not and will not engage in contracts with certain foreign-owned companies in connection with critical infrastructure during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

#### **IV. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

The Consultant must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required





from a sole source provider or when the city does not receive any bids from a company able to provide the required verification. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274

**V. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

The Consultant verifies that it does not have a practice, policy, guidance or directive that discriminates against certain energy companies as defined in Chapter 809 of the Texas Government Code. The Consultant verifies that it:

- a) Does not boycott energy companies; and
- b) Will not boycott energy companies during the term of the contract



**EXHIBIT C**

STATE: Texas

**CERTIFICATION OF ENGINEER**

I hereby certify that I am \_\_\_\_Josh Crawford\_\_ and duly authorized representative of the firm of GARVER, LLC, whose address is 285 SE Inner Loop, Suite 110, Georgetown, TX 78626, and that neither I nor the above firm I here represent has:

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

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

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

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

GARVER, LLC

By 

DATE:

5/9/2023

# 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.**

Garver LLC  
GEORGETOWN, TX United States

**Certificate Number:**  
2023-1019044

**Date Filed:**  
05/10/2023

**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.**

2300315  
Professional Services for Pavement Management Program.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SOBER, JEFFERY	GEORGETOWN, TX United States	X	
	HOLDER, JR, JERRY	GEORGETOWN, TX United States	X	
	HOSKINS, BROCK	GEORGETOWN, TX United States	X	
	SCHNIERS, BRENT	GEORGETOWN, TX United States	X	
	MCILLWAIN, FRANK	GEORGETOWN, TX United States	X	
	GRAVES, MICHAEL	GEORGETOWN, TX United States	X	
	MOTT, JR., WM. EARL	GEORGETOWN, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

## 6 UNSWORN DECLARATION

My name is Josh Crawford, and my date of birth is 01/22/1980.

My address is 385 SE Inner Loop, ste 110, Georgetown, TX, 78626, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 10 day of May, 20 23.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



PROFESSIONAL SERVICES AGREEMENT WITH GARVER,  
LLC FOR THE PAVEMENT MANAGEMENT PROGRAM AT  
KILLEEN-FORT HOOD REGIONAL AIRPORT

# Background

2

- The City has been offered a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant in the amount of \$89,190 to fund 90% of the Pavement Management Program (PMP) at the Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$9,910, will come from the Airport Capital Improvement fund

# Background

3

- The grant includes a new pavement management study that will result in a new Pavement Management Program (PMP) that is required to meet FAA Grant Assurances and Standards

# Background

4

- The key elements of the PMP will be an inventory of existing airfield pavements, a history of rehabilitation and maintenance efforts, mapping of said pavements, condition inspections and testing, including geotechnical testing, to determine the condition and strength of each section of pavement

# Background

5

- The end product will provide the condition of existing pavements and a recommended maintenance program to extend the pavement life cycle. This type of plan is a key element in developing our FAA approved Capital Improvement Plan (CIP) related to planning and justifying grant funding of pavement rehabilitation projects



# Discussion

6

- Staff negotiated a professional services agreement with Garver, LLC in the amount of \$99,100
- \$89,190 will be 90% federally funded and the 10% match will come from the Airport Capital Improvement fund
- Garver, LLC is the Airport's engineer of record and was selected via a competitive process

# Alternatives

7

- ☐ Do not approve the agreement
- ☐ Approve the agreement

# Recommendation

8

- Approve the professional services agreement with Garver, LLC in the amount of \$99,100 and authorize the City Manager or designee to execute all agreement documents and any and all amendments or actions within the amounts set by state and local law



# City of Killeen

## Staff Report

File Number: RS-23-117

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Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for the professional services for Taxiway E Relocation at Killeen-Fort Hood Regional Airport, in the amount of \$407,903.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** FAA Grant Acceptance-Taxiway E Relocation Design

### **BACKGROUND AND FINDINGS:**

A portion of Taxiway E, at the Killeen Fort Hood Regional Airport (KFHRA), needs rehabilitation. However, due to changes in Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation to this taxiway requires relocation.

Staff submitted an application to the FAA for an Airport Improvement Program (AIP) grant listed on our approved FAA Capital Improvement Plan (CIP) for FY 2023. The AIP grant is for project administration, surveying services, geotechnical services, design services, bidding services, and other engineering fees for the relocation of Taxiway E at KFHRA.

The City has been offered an AIP grant in the amount of \$407,903 to be used for this project. The AIP grant will fund 90% of the cost. Matching funds, in the amount of \$45,322, will come from the FAA Passenger Facility Program (PFC) Application that was approved by the FAA on February 16, 2023.

Acceptance of this grant requires the City to make assurances related to the continued availability of the Airport to the public and compliance with a number of Federal Regulations and Standards.

### **THE ALTERNATIVES CONSIDERED:**

1. Do not accept the grant.
2. Accept the grant.

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

Alternative 2 is recommended because:

1. The project is 100% funded by the Grant and PFC funds; and there is no impact on the Airport operating fund or fund balance.

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The required match is \$45,322.

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

One-time.

**Is this expenditure budgeted?**

Yes

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

N/A

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

Yes

**RECOMMENDATION:**

City Council accept the Federal Aviation Administration Grant in the amount of \$407,903 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Offer



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
Texas

Texas Airports District Office:  
10101 Hillwood Pkwy  
Fort Worth, TX 76177-1524

June 27, 2023

Mr. Kent Cagle  
City of Killeen  
101 N. College Street  
Killeen, TX 76541

Dear Mr. Cagle:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0361-054-2023 at Robert Gray AAF Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jessica Bryan, (817) 222-4039, [jessica.l.bryan@faa.gov](mailto:jessica.l.bryan@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Kim Brockman (Jun 27, 2023 09:39 CDT)

Kim Brockman  
Acting Manager  
Texas Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

### FY 2023 Airport Improvement Program (AIP)

#### GRANT AGREEMENT

##### Part I - Offer

Federal Award Offer Date June 27, 2023

Airport/Planning Area Robert Gray AAF Airport

FY2023 AIP Grant Number 3-48-0361-054-2023

Unique Entity Identifier J6MNLASJ9GC8

TO: City of Killeen

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 19, 2023, for a grant of Federal funds for a project at or associated with the Robert Gray AAF Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Robert Gray AAF Airport (herein called the "Project") consisting of the following:

Construct Taxiway E

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances



attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$407,903.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
 \$ 0 for planning;  
 \$ 407,903 airport development or noise program implementation; and,  
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. **Period of Performance:**
    1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. **Budget Period:**
    1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
  - c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - a) Associated with performance under this Grant; or
    - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 02/11/20, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
  - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

### SPECIAL CONDITIONS

28. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the



FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

29. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
  - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
30. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Kim Brockman (Jun 27, 2023 09:39 CDT)

(Signature)

Kim Brockman

(Typed Name)

Acting Manager, Texas ADO

(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Killeen

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

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

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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#### ***FOOTNOTES TO ASSURANCE (C)(1)***

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.



- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all



revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Killeen), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 19, 2023.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.







FEDERAL AVIATION ADMINISTRATION GRANT  
ACCEPTANCE-PROFESSIONAL SERVICES-  
TAXIWAY E RELOCATION

RS-23-117

July 18, 2023

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# Background

2

- A portion of Taxiway E at the Killeen Fort Hood Regional Airport needs rehabilitation. However, due to changes in Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation to this taxiway requires relocation
- Staff submitted an application to the FAA for an Airport Improvement Program (AIP) grant

# Background

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- The grant is for project administration, surveying services, geotechnical services, design services, bidding services, and other engineering fees for the Taxiway E Relocation Project and is on our previously approved FAA Capital Improvement Plan (CIP) for FY23

# Discussion

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- The City has been offered an FAA AIP Grant in the amount of \$407,903 to fund 90% of the design of the Taxiway E Relocation Project at Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$45,322, will come from the FAA Passenger Facility Charge (PFC) Application that was approved by the FAA on February 16, 2023
- No impact to the operational fund or fund balance

# Alternatives

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- ☐ Do not accept the grant
- ☐ Accept the grant

# Recommendation

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- City Council accept the Federal Aviation Administration AIP Grant in the amount of \$407,903 and authorize the City Manager or designee to execute all grant documents and any and all amendments or actions within the amounts set by state and local law



# City of Killeen

## Staff Report

File Number: RS-23-118

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Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for design of the Taxiway E Relocation Project at Killeen-Fort Hood Regional Airport, in the amount of \$449,900.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** Professional Services Agreement with Garver, LLC

### **BACKGROUND AND FINDINGS:**

A portion of Taxiway E, at the Killeen Fort Hood Regional Airport (KFHRA), needs rehabilitation. However, due to changes in Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation to this taxiway requires relocation.

The City has been offered an FAA Airport Improvement Program (AIP) grant in the amount of \$407,903; to fund 90% of the design of the Taxiway E Relocation Project at the KFHRA. Matching funds, in the amount of \$45,322, will come from the FAA Passenger Facility Charge (PFC) Application that was approved by the FAA on February 16, 2023.

Staff has negotiated a professional services agreement with Garver, LLC, in the amount of \$449,900, for the project administration, surveying services, geotechnical services, design services, bidding services, and other engineering fees for the relocation of Taxiway E.

### **THE ALTERNATIVES CONSIDERED:**

1. Disapprove the agreement.
2. Approve the agreement.

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

Alternative 2 is recommended because:

1. The Garver team is the Airport engineer of record and was selected via a competitive process.
2. This choice offers the most experienced team fully cognizant of FAA requirements for projects at KFHRA.



3. The project is fully funded through Grant and PFC funds with no impact to the operating fund or fund balance.

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The expenditure for Alternative 2 in the current fiscal year is \$449,900.

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

One-Time

**Is this expenditure budgeted?**

Yes, funds are available in the Airport Improvement Program (AIP) Grant Fund account 524-0515-521.69-01 and the Passenger Facility Charge (PFC) Fund account 529-0510-521.69-07.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends City Council approve a professional service agreement with Garver, LLC in the amount of \$449,900 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Contract  
Certificate of Interested Parties



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

## **RECITALS**

**WHEREAS**, Owner intends to Taxiway E Relocation (Design) (the “**Project**”).

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

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

### **1. DEFINITIONS GARVER**

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

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

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

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

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

### **2. SCOPE OF SERVICES**

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



### 3. PAYMENT

#### 3.1. Fee.

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

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

#### 3.3. Payment.

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

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

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

### 4. AMENDMENTS

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

### 5. OWNER'S RESPONSIBILITIES

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

5.1.1. Those responsibilities set forth in Exhibit A.

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



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

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner agrees to allow the contractor to include "Garver, LLC" as an additional insured under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly solicit any of Garver's Personnel during performance of this Agreement.

## **6. GENERAL REQUIREMENTS**

### **6.1. Standards of Performance.**

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



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

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

## 6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



### 6.3. Opinions of Cost.

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

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

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

### 6.5. Design without Construction Phase Services.

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

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

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



- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Notwithstanding anything to the contrary, City is a governmental entity subject to Texas Public Information Act and shall abide by said Act and opinions of the Attorney General interpreting the same.

## **7. INSURANCE**

### **7.1. Insurance.**

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.2. Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## **8. DOCUMENTS**

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





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

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

## **9. INDEMNIFICATION / WAIVERS**

### **9.1. Indemnification.**

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

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

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

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

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

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





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

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

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

## 10. DISPUTE RESOLUTION

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

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

10.1.2. If both Parties agree to arbitration, said arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

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

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



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

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

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

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

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

## 11. TERMINATION

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

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

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.



## 12. MISCELLANEOUS

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

## 13. EXHIBITS

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

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Mandatory Federal Contract Provisions for Professional Services Contracts
- Exhibit E – State of Texas Requirements
- Exhibit F – Certification of Engineer
- Exhibit G – Conceptual Layout

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



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

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

**City of Killeen, TX**

**Garver, LLC**

By: \_\_\_\_\_  
Signature *mev*

By: \_\_\_\_\_  
Signature *[Signature]*

Name: Kent Cagle  
Printed Name

Name: Josh Crawford  
Printed Name

Title: City Manager

Title: Vice President

Date: \_\_\_\_\_

Date: 04/07/2023

Attest: \_\_\_\_\_  
Laura Calcote, City Secretary

Attest: \_\_\_\_\_  
*Kendall Smith*



## **EXHIBIT A (SCOPE OF SERVICES)**

Generally, the Scope of Services includes the following professional services for improvements to Taxiway E at Killeen-Fort Hood Regional Airport (GRK). Improvements will consist primarily of Relocating Taxiway E as shown in Exhibit G.

- Project Administration
- Surveying Services
- Geotechnical Services
- Design Services
  - Preliminary Engineering Report (PER)
  - 60% Preliminary Design
  - 90% Final Design
  - 100% Issued for Bid
- Bidding Services

### **1. PROJECT ADMINISTRATION**

- 1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.
- 1.2. Garver will assist in development of grant required documentation to FAA by the Owner.

### **2. SURVEYING SERVICES**

- 2.1. Design Surveys. Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.
- 2.2. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys will be conducted during normal working hours.
- 2.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.
- 2.4. Garver will coordinate easement size requirements with the franchise utilities above for easement preparation. Garver will research property records and develop a legal description for the proposed easement. If necessary, Garver will also develop an exhibit showing the easement boundary. Easement form will be provided by the Owner or franchise utility.

### **3. GEOTECHNICAL SERVICES**



- 3.1. HVJ, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.
- 3.2. Geotechnical services will include gathering field data to determine relative properties of the existing conditions in support of an FAA pavement design.

#### **4. DESIGN SERVICES**

- 4.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA.
- 4.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.
- 4.3. Project Management Plan / Quality Control Procedures
  - 5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.
  - 5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.
- 4.4. Environmental Coordination
  - 4.4.1. Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Garver will include in the construction documents, requirements for the contractor to obtain all TCEQ permits and documentation.
- 4.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.
- 4.6. Construction Safety and Phasing Plan
  - 4.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.



4.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

#### 4.7. Existing Conditions Review

4.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

4.7.2. Site Visits: Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

4.8. Pavement Design: Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Master Plan and based on input from the Client. Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

4.9. Geometric Design: Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – To be determined in design
- Aircraft Approach Category (AAC) – To be determined in design
- Taxiway Design Group (TDG) – To be determined in design
- Critical Aircraft – To be determined in design

4.10. Modeling: Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

4.11. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

#### 4.12. Airfield Electrical

4.12.1. Airfield Lighting and Signage: Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: taxiway edge lighting, guidance signage, *and associated* electrical vault modifications.



4.13. Utility Design and Coordination: It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Dominion Energy

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

#### 4.14. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase		
	60% Preliminary	90% Final	100% Issued for Bid
Cover Sheet	X	X	X
Sheet Index	X	X	X
General Notes	X	X	X
Project Layout Plan	X	X	X
Survey Control Plan	X	X	X
Construction Safety Plans	X	X	X
Construction Safety Details	X	X	X
Existing Conditions Plans	X	X	X
Erosion Control Plans	X	X	X
Erosion Control Details	X	X	X
Demolition Plans	X	X	X
Demolition Details	X	X	X
Drainage Plans	X	X	X
Drainage Details	X	X	X
Underdrain Plans	X	X	X
Underdrain Details	X	X	X
Utility Plans	X	X	X
Utility Details	X	X	X
Typical Sections	X	X	X
Paving Plans	X	X	X
Paving Details	X	X	X
Grading Plans	X	X	X





Grading Details	X	X	X
Joint Layout Plans	X	X	X
Joint Details	X	X	X
Elevation Plans	X	X	X
Elevation Details	X	X	X
Pavement Marking Plans	X	X	X
Pavement Marking Details	X	X	X
Fencing Plans	X	X	X
Fencing Details	X	X	X
Electrical Notes	X	X	X
Lighting Removal Plans	X	X	X
Lighting Installation Plans	X	X	X
Lighting Details	X	X	X
Duct Bank Profiles	X	X	X
Power Installation Plans	X	X	X
Power and Control Diagrams	X	X	X
Cross Sections	X	X	X

#### 4.15. Specifications and Contract Documents

4.15.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

4.15.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards and owner provided general terms and conditions. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

4.16. Engineer's Report: Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections that may be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
  - Site Survey
  - Geotechnical Investigation
  - Project Photographs
- Applicable AIP Standards



- Construction Safety and Phasing
- Geometric Design
- Pavement Design
- Drainage Design
- Airfield Lighting and Signage
- NAVAIDS
- Pavement Markings
- Environmental Considerations
- Utility Design
- Miscellaneous Design Items
- Modifications to AIP Standards
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices

4.17. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

4.18. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

4.18.1. Preliminary Engineering Report (PER)

4.18.1.1. Garver will develop a Preliminary Engineering Report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within three weeks.

4.18.1.2. At the completion of the Owner review period, Garver will meet with the Owner to review the PER and to receive Owner comments and direction.

4.18.2. 60% Preliminary Design

4.18.2.1. Garver will develop 60% preliminary design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within three weeks.

4.18.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's report and to receive Owner comments and direction.

4.18.3. 90% Final Design

4.18.3.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within three weeks.



4.18.3.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

4.18.4. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

## **5. BIDDING SERVICES**

- 5.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.
- 5.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 5.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

## **6. PROJECT DELIVERABLES**

- 6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
- Preliminary Engineering Report (PER) to the Owner and FAA.
    - Two hardcopies (if needed) and electronic copy to the Owner
    - Electronic Copy to the FAA.
  - 60% Preliminary Design Plans, Specifications
    - Two hardcopies (if needed) and electronic copy to the Owner
    - Electronic Copy to the FAA.
  - 90% Final Design Plans, Specifications
    - Two hardcopies (if needed) and electronic copy to the Owner
    - Electronic Copy to the FAA.
  - 100% Issued for Bid Plans, Specifications
    - Two hardcopies (if needed) and electronic copy to the Owner
    - Electronic Copy to the FAA.
  - Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
    - Two hardcopies (if needed) and electronic copy to the Owner
    - Electronic Copy to the FAA.



- Other electronic files as requested.

## 7. ADDITIONAL SERVICES

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

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any main-line utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- TCEQ permit submission or coordination.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including CATEX, wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

## 8. SCHEDULE

8.1. Garver shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
PER	120 Days from Design Kickoff Meeting
60% Preliminary Design	75 Days from Receipt of PER Comments
90% Final Design	60 Days from Receipt of 60% Preliminary Design Comments
100% Issued for Bid	30 Days from Receipt of 90% Final Design Comments

\*Note, any federal holidays and holiday adjacent days (includes Friday after Thanksgiving, Christmas Eve, and New Years Eve) that occur within a design phase will extend the phase by the number of holidays and holiday adjacent days that occur during the proposed phase.



**EXHIBIT B  
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Engineers Report	\$83,600	LUMP SUM
Survey	\$26,200	LUMP SUM
Geotechnical Investigation	\$29,600	LUMP SUM
60% Preliminary Design	\$156,700	LUMP SUM
90% Final Design	\$98,000	LUMP SUM
100% Issued For Bid	\$39,000	LUMP SUM
Bidding Services	\$16,800	LUMP SUM
TOTAL FEE	\$449,900.00	

The lump sum amount to be paid under this Agreement is \$449,900. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B.

## Exhibit B

### City of Killeen

### Killeen Fort Hood Regional Airport Taxiway E Relocation

#### FEE SUMMARY

<b>Title I Service</b>	<b>Fee Type</b>	<b>Estimated Fees</b>
Preliminary Engineers Report	Lump Sum	\$ 83,600.00
<i>Survey</i>	Lump Sum	\$ 26,200.00
<i>Geotechnical Investigation</i>	Lump Sum	\$ 29,600.00
60% Preliminary Design	Lump Sum	\$ 156,700.00
90% Final Design	Lump Sum	\$ 98,000.00
100% Issued For Bid	Lump Sum	\$ 39,000.00
Bidding Services	Lump Sum	\$ 16,800.00
<b>Subtotal for Title I Service</b>		<b>\$ 449,900.00</b>

**Exhibit B****City of Killeen****Killeen Fort Hood Regional Airport Taxiway E Relocation****Preliminary Engineers Report**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-2
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Project Management	2					2	
Coordination with FAA	2			2			
Coordination with Client	4			4			
Coordination with Fort Hood	1			2			
Coordination with Dominion			4				
Internal Weekly Progress Meetings (12)	6		6	6	6		
Coordination with Surveyor and Geotech	2			4			
Dig Permit Coordination	1			2			
Kickoff Meeting and Site Visit	5			5			
Prepare for Report Review Meeting	2			2			
Attend Report Review Meeting (on Site)	4			4			
Prepare and Distribute Report Review Meeting Minutes	1			1			
<b>Subtotal - Project Administration</b>	<b>30</b>	<b>0</b>	<b>10</b>	<b>32</b>	<b>6</b>	<b>2</b>	<b>0</b>
<b>2. Civil</b>							
Review Survey Data				2	4		
Develop Base Map File				4	8		
Geometric Analysis		1		4	10		
Operational Impact Analysis		1		2	4		
Drainage Analysis		1		8	12		
Develop Fleet Mix		1		2	4		
Construction Cost Analysis	1	2		4	8		
Schedule Analysis	1	2		4			
Prepare Exhibits for Appendices	1	4		8	20		
Develop Typical Sections	1	4		4	10		
Develop Geometric Layout				8	16		
Preliminary Construction Safety and Phasing Plan	1	4		12	20		
Draft Report	4	4		24			
Quality Control (QC) Review	4	4		2		4	2
Incorporate Review Comments and Submit Final Report	1	2		4	12		
<b>Subtotal - Civil</b>	<b>14</b>	<b>30</b>	<b>0</b>	<b>92</b>	<b>128</b>	<b>4</b>	<b>2</b>

**Exhibit B**

**City of Killeen**

**Killeen Fort Hood Regional Airport Taxiway E Relocation**

**Preliminary Engineers Report**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-2
	hr	hr	hr	hr	hr	hr	hr
<b>3. Electrical Engineering</b>							
Existing Conditions Analysis and Review		4			4		
Load Calculations		4			8		
Analysis of Proposed new Loading		2			4		
Conceptual Layout and Exhibits		4			12		
Cost Analysis		2			4		
Draft Report		2			2		
Quality Control (QC) Review		1	1				
Incorporate Review Comments and Submit Final Report			1	2	4		
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>19</b>	<b>2</b>	<b>2</b>	<b>38</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>44</b>	<b>49</b>	<b>12</b>	<b>126</b>	<b>172</b>	<b>6</b>	<b>2</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$82,271.00</b>
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<b><u>DIRECT NON-LABOR EXPENSES</u></b>	
Document Printing/Reproduction/Assembly	\$629.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$100.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$400.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$1,329.00</b>
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<b>SUBTOTAL:</b>	<b>\$83,600.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$83,600.00</b>
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## Exhibit B

### City of Killeen

### Killeen Fort Hood Regional Airport Taxiway E Relocation

### 60% Preliminary Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Project Management	3					3	
Coordination with FAA	2			2			
Coordination with Client	4			4			
Coordination with Fort Hood	1			2			
Coordination with Dominion			4				
Internal Weekly Progress Meetings (10)	5		5	5	5		
Site Visit (2)				5	5		
CSPP Review Meeting with Stakeholders	4			4			
Prepare for Preliminary Review Meeting	1			2			
Attend Review Meeting	4			4			
Prepare and Distribute Conceptual Review Meeting Minutes and Tasks				2			
<b>Subtotal - Project Administration</b>	<b>24</b>	<b>0</b>	<b>9</b>	<b>30</b>	<b>10</b>	<b>3</b>	<b>0</b>
<b>2. Civil Engineering</b>							
Establish Design Criteria and Parameters			4		8		
Develop Preliminary Construction Safety and Phasing Plan	1	2		6	16		
Develop Geometric Layout		1		4	12		
Develop Horizontal Alignments		1		2	4		
Develop Vertical Alignments	1	1		4	8		
Develop 3D Model Assemblies				2	16		
Develop 3D Corridor Model				4	32		
Develop Fleet Mix		1		2			
Develop Pavement Design	1	2		6			
Drainage Basin Development		1		8	12		
Pre-Development Flow Calculations		2		4	6		
Post-Development Flow Calculations		2		4	6		
<b>Preliminary Plans</b>	<b>8</b>	<b>14</b>					
Cover Sheet					1		
Sheet Index					1		
General Notes					1		
Project Layout Plan					4		
Survey Control Plan					2		
Construction Safety Plans				6	12		
Construction Safety Details				1	2		
Existing Conditions Plans				1	2		
Erosion Control Plans				4	8		
Erosion Control Details				1	2		
Demolition Plans				4	8		
Demolition Details				1	2		
Drainage Plans				4	16		
Drainage Details				1	6		
Underdrain Plans				2	4		
Underdrain Details				1	2		
Utility Plans				1	4		
Utility Details				1	2		
Typical Sections	1	2		2	8		
Paving Plans				4	12		
Paving Details				2	4		
Grading Plans				8	20		
Grading Details				4	6		
Joint Details				4	6		
Pavement Marking Plans	1	2		2	8		
Pavement Marking Details				2	4		

Exhibit B

City of Killeen

Killeen Fort Hood Regional Airport Taxiway E Relocation

60% Preliminary Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
Cross Sections				4	16		
Develop Construction Contract Documents		1		8			
Develop Technical Specifications		1		10			
Develop Supplemental Specifications		1		6			
Develop Quantities	1	4		6	16		
Develop Opinions of Probable Construction Costs		2		8			
Contractor Outreach	1	4		10			
Internal Quality Control (QC) Review	4	4			4		4
Incorporate QC Review Comments	1	4		16	16		
Incorporate (Owner/FAA/State) Review Comments	1	2		8	16		
Subtotal - Civil Engineering	21	54	4	178	335	0	4
3. Electrical Engineering							
Develop One-Line Diagram			4		8		
Preliminary Plans							
Electrical Notes			1		4		
Lighting Removal Plans			4		14		
Lighting Installation Plans			4		14		
Lighting Details			1		4		
Duct Bank Profiles			1		8		
Power Installation Plans			1		8		
Power and Control Diagrams			1		8		
Develop Technical Specifications			2		8		
Develop Supplemental Specifications			4		12		
Develop Quantities			4		8		
Develop Opinions of Probable Construction Costs			4				
Internal Quality Control (QC) Review	2	2					2
Incorporate QC Review Comments			4		8		
Incorporate (Owner/FAA/State) Review Comments			2		4		
Subtotal - Electrical Engineering	2	2	37	0	108	0	2

Hours	47	56	50	208	453	3	6
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SUBTOTAL - SALARIES:	\$154,993.00
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<b>DIRECT NON-LABOR EXPENSES</b>	
Document Printing/Reproduction/Assembly	\$907.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$100.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,707.00
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SUBTOTAL:	\$156,700.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$156,700.00
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## Exhibit B

### City of Killeen

### Killeen Fort Hood Regional Airport Taxiway E Relocation

### 90% Final Design

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Project Management	2					2	
Coordination with FAA	2			2			
Coordination with Client	4			4			
Coordination with Fort Hood	1			2			
Coordination with Dominion			4				
Internal Weekly Progress Meetings (8)	4		4	4	4		
Site Visit (1 person, 1 trip)				5			
Prepare for Preliminary Review Meeting	1			2			
Attend Review Meeting	4			4			
Prepare and Distribute Conceptual Review Meeting Minutes and Tasks				2			
<b>Subtotal - Project Administration</b>	<b>18</b>	<b>0</b>	<b>8</b>	<b>25</b>	<b>4</b>	<b>2</b>	<b>0</b>
<b>2. Civil Engineering</b>							
Finalize Geometric Layout		1		2	8		
Finalize Horizontal Alignments		1		2	2		
Finalize Vertical Alignments	1	1		2	4		
Finalize 3D Modeling Assemblies				1	8		
Finalize 3D Model				4	16		
Finalize Pavement Design	1	1		2			
<b>Plans</b>	4	8			1		
Sheet Index					1		
General Notes					1		
Project Layout Plan					2		
Survey Control Plan					1		
Construction Safety Plans				6	8		
Construction Safety Details				1	1		
Existing Conditions Plans				1	1		
Erosion Control Plans				4	4		
Erosion Control Details				1	1		
Demolition Plans				4	4		
Demolition Details				1	1		
Drainage Plans				4	8		
Drainage Details				1	4		
Underdrain Plans				2	2		
Underdrain Details				1	1		
Utility Plans				1	2		
Utility Details				1	1		
Typical Sections	1	1		2	4		
Paving Plans				2	6		
Paving Details				2	2		
Grading Plans				4	12		
Grading Details				2	4		
Joint Details				2	4		
Pavement Marking Plans	1	2		2	4		
Pavement Marking Details				2	2		
Cross Sections				2	8		
Develop Construction Contract Documents		1		6			
Develop Technical Specifications		1		6			
Develop Supplemental Specifications		1		4			
Develop Quantities	2	4		6	16		
Develop Opinions of Probable Construction Costs		1		6			

**Exhibit B****City of Killeen****Killeen Fort Hood Regional Airport Taxiway E Relocation****90% Final Design**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
Contractor Outreach	1	2		6			
Internal Quality Control (QC) Review	4	4			4		4
Incorporate QC Review Comments	1	4		16	16		
Incorporate (Owner/FAA/State) Review Comments	1	2		8	16		
<b>Subtotal - Civil Engineering</b>	<b>17</b>	<b>35</b>	<b>0</b>	<b>119</b>	<b>180</b>	<b>0</b>	<b>4</b>
<b>3. Electrical Engineering</b>							
Finalize One-Line Diagram			1		4		
<b>Plans</b>							
Electrical Notes			1		2		
Lighting Removal Plans			2		8		
Lighting Installation Plans			2		8		
Lighting Details			1		2		
Duct Bank Profiles			1		2		
Power Installation Plans			1		2		
Power and Control Diagrams			1		2		
Develop Technical Specifications			2		2		
Develop Supplemental Specifications			2		4		
Develop Quantities			4		4		
Develop Opinions of Probable Construction Costs			4				
Internal Quality Control (QC) Review	2	2					2
Incorporate QC Review Comments			4		8		
Incorporate (Owner/FAA/State) Review Comments			2		4		
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>2</b>	<b>28</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>2</b>

<b>Hours</b>	<b>37</b>	<b>37</b>	<b>36</b>	<b>144</b>	<b>236</b>	<b>2</b>	<b>6</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$96,461.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$839.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$100.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$400.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$1,539.00</b>
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<b>SUBTOTAL:</b>	<b>\$98,000.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$98,000.00</b>
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## Exhibit B

### City of Killeen

### Killeen Fort Hood Regional Airport Taxiway E Relocation

#### 100% Issued for Bid

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Administration</b>							
Project Management	1					1	
Coordination with FAA	1			1			
Coordination with Client	1			1			
Coordination with Fort Hood	1			1			
Coordination with Dominion			1				
Internal Weekly Progress Meetings (4)	2		2	2	2		
Prepare for Preliminary Review Meeting	1			2			
Attend Review Meeting	4			4			
Prepare and Distribute Conceptual Review Meeting Minutes and Tasks				2			
<b>Subtotal - Project Administration</b>	<b>11</b>	<b>0</b>	<b>3</b>	<b>13</b>	<b>2</b>	<b>1</b>	<b>0</b>
<b>2. Civil Engineering</b>							
IFB Final Modifications to Base Design Files				1	2		
IFB Final Modifications to 3D Modeling				2	4		
<b>Plans</b>	2	4					
Sheet Index					1		
General Notes					1		
Project Layout Plan					1		
Survey Control Plan					1		
Construction Safety Plans				1	1		
Construction Safety Details				1	1		
Existing Conditions Plans				1	1		
Erosion Control Plans				1	1		
Erosion Control Details				1	1		
Demolition Plans				1	1		
Demolition Details				1	1		
Drainage Plans				1	1		
Drainage Details				1	1		
Underdrain Plans				1	1		
Underdrain Details				1	1		
Utility Plans				1	1		
Utility Details				1	1		
Typical Sections				1	1		
Paving Plans				1	1		
Paving Details				1	1		
Grading Plans				1	1		
Grading Details				1	1		
Joint Details				1	1		
Pavement Marking Plans				1	1		
Pavement Marking Details					1		
Cross Sections				1	4		
Develop Construction Contract Documents		1		4			
Develop Technical Specifications		1		4			
Develop Supplemental Specifications		1		2			
Develop Quantities		1		2	4		
Develop Opinions of Probable Construction Costs		1		4			
Internal Quality Control (QC) Review	2	2			4	4	4
Incorporate QC Review Comments	1	2		2	4		
Incorporate (Owner/FAA/State) Review Comments	1	1		1	2		
<b>Subtotal - Civil Engineering</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>43</b>	<b>49</b>	<b>4</b>	<b>4</b>

**Exhibit B****City of Killeen****Killeen Fort Hood Regional Airport Taxiway E Relocation****100% Issued for Bid**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
<b>3. Electrical Engineering</b>							
<b>Plans</b>							
Electrical Notes			1		1		
Lighting Removal Plans			1		1		
Lighting Installation Plans			1		1		
Lighting Details			1		1		
Duct Bank Profiles			1		1		
Power Installation Plans			1		1		
Power and Control Diagrams			1		1		
Develop Technical Specifications			1		1		
Develop Supplemental Specifications			1		2		
Develop Quantities			1		2		
Develop Opinions of Probable Construction Costs			2				
Internal Quality Control (QC) Review	2	2					2
Incorporate QC Review Comments			2		4		
Incorporate (Owner/FAA/State) Review Comments			1		2		
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>2</b>	<b>15</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>2</b>

<b>Hours</b>	<b>19</b>	<b>16</b>	<b>18</b>	<b>56</b>	<b>69</b>	<b>5</b>	<b>6</b>
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<b>SUBTOTAL - SALARIES:</b>	<b>\$37,813.00</b>
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**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$887.00
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$100.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$0.00

<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>	<b>\$1,187.00</b>
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<b>SUBTOTAL:</b>	<b>\$39,000.00</b>
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<b>SUBCONSULTANTS FEE:</b>	<b>\$0.00</b>
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<b>TOTAL FEE:</b>	<b>\$39,000.00</b>
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## Exhibit B

### City of Killeen

### Killeen Fort Hood Regional Airport Taxiway E Relocation

### Bidding Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	AM-1	C-3
	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>							
Project Management	1	1					
Contractor Notification - Coordination with City Purchasing		2				2	
Bidder's Inquiries		4		6			
Addendums		4		6			
Prepare for and Attend Pre-Bid Meeting		5		6			
Bid Opening		4					
Prepare Bid Tabulation		2		2		1	
Evaluate Bids and Recommend Award		2	1	4		1	
Coordinate with Contractor for Securities, Insurance, and Contracts						1	
Prepare Construction Contracts		1		1			
Notice of Intent to Award		1		1			
Issue Notice of Award		1		1			
<b>Subtotal - Civil Engineering</b>	<b>1</b>	<b>27</b>	<b>1</b>	<b>27</b>	<b>0</b>	<b>5</b>	<b>0</b>
<b>2. Electrical Engineering</b>							
Draft Addendums			2				
Prepare for Pre-Bid Meeting							
Attend Pre-Bid Meeting (virtual)			1				
Evaluate Bids	2		4	4			
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>0</b>	<b>7</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>3</b>	<b>27</b>	<b>8</b>	<b>31</b>	<b>0</b>	<b>5</b>	<b>0</b>
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**SUBTOTAL - SALARIES:** **\$16,250.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$250.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Travel Costs	\$200.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$550.00**

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**SUBTOTAL:** **\$16,800.00**

**SUBCONSULTANTS FEE:** **\$0.00**

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**TOTAL FEE:** **\$16,800.00**



**EXHIBIT C  
(INSURANCE)**

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

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





## **APPENDIX D**

### **MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS**

#### **1. ACCESS TO RECORDS AND REPORTS**

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

#### **2. BREACH OF CONTRACT TERMS**

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

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

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

#### **3. CIVIL RIGHTS - GENERAL**

In all its activities within the scope of its airport program, the Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract.

#### **4. CIVIL RIGHTS – TITLE VI ASSURANCE**

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



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



During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];



- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

## 5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

## 6. DEBARMENT AND SUSPENSION

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

## 7. DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

The Engineer must not terminate a DBE subcontractor listed in response to without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Engineer shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless Owner consent is provided, the Engineer shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the Engineer has good cause to terminate the DBE firm. For purposes of



this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the Engineer must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The Engineer must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Engineer's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

#### 8. DISTRACTED DRIVING

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

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

#### 9. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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

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



- (3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.
- (4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representatives of the Engineer's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## II. Standard Federal Equal Employment Opportunity Contract Specifications





(1) As used in these specifications:

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

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

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from



which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period, and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with





which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.

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



so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of an Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally, the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.)
- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.



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

#### 10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

#### 11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a



Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

## 12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

## 13. TERMINATION OF CONTRACT

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

Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation



will not include anticipated profit on non-performed services.

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

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

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

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

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

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

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

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

- b) Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of



the Engineer.

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

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

#### 14. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a



foreign country on such USTR list or

- (3) who incorporates in the public works project any product of a foreign country on such USTR list;

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

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

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

#### 15. VETERAN'S PREFERENCE

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

#### 16. TAX DELINQUENCY AND FELONY CONVICTIONS

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

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for





which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### 17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Engineer and Subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

#### 18. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.





## **EXHIBIT E**

### **STATE OF TEXAS REQUIREMENTS**

#### **I. PROHIBITION ON CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS**

Consultant's Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations Effective September 1, 2017, Consultant acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Consultant does not engage in business with Iran, Sudan, or any foreign terrorist organizations and (b) Consultant is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for (1) professional or consulting services subject to the Professional Services Act – Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (6) for a purchase of supplies, materials or equipment.

#### **II. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Consultant's Acknowledgement of Prohibition on Contracts with Companies Boycotting Israel Effective September 1, 2017 and as amended May 7, 2019, Consultant acknowledges, in accordance with Chapter 2271 of the Texas Government Code, that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

#### **III. PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Consultant's Acknowledgement of Prohibition on Contracts with Certain Foreign-Owned Companies in Connection with Critical Infrastructure Effective June 18, 2021, Consultant acknowledges, in accordance with Chapter 2274 of the Texas Government Code, that Consultant does not and will not engage in contracts with certain foreign-owned companies in connection with critical infrastructure during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

#### **IV. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

The Consultant must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required



from a sole source provider or when the city does not receive any bids from a company able to provide the required verification. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274

**V. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

The Consultant verifies that it does not have a practice, policy, guidance or directive that discriminates against certain energy companies as defined in Chapter 809 of the Texas Government Code. The Consultant verifies that it:

- a) Does not boycott energy companies; and
- b) Will not boycott energy companies during the term of the contract



**EXHIBIT F**

AIRPORT IMPROVEMENT AID PROJECT: TBD  
STATE: TEXAS

**CERTIFICATION OF ENGINEER**

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

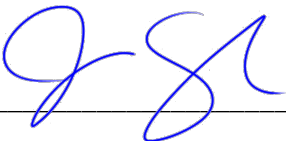
(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

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

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

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

GARVER, LLC

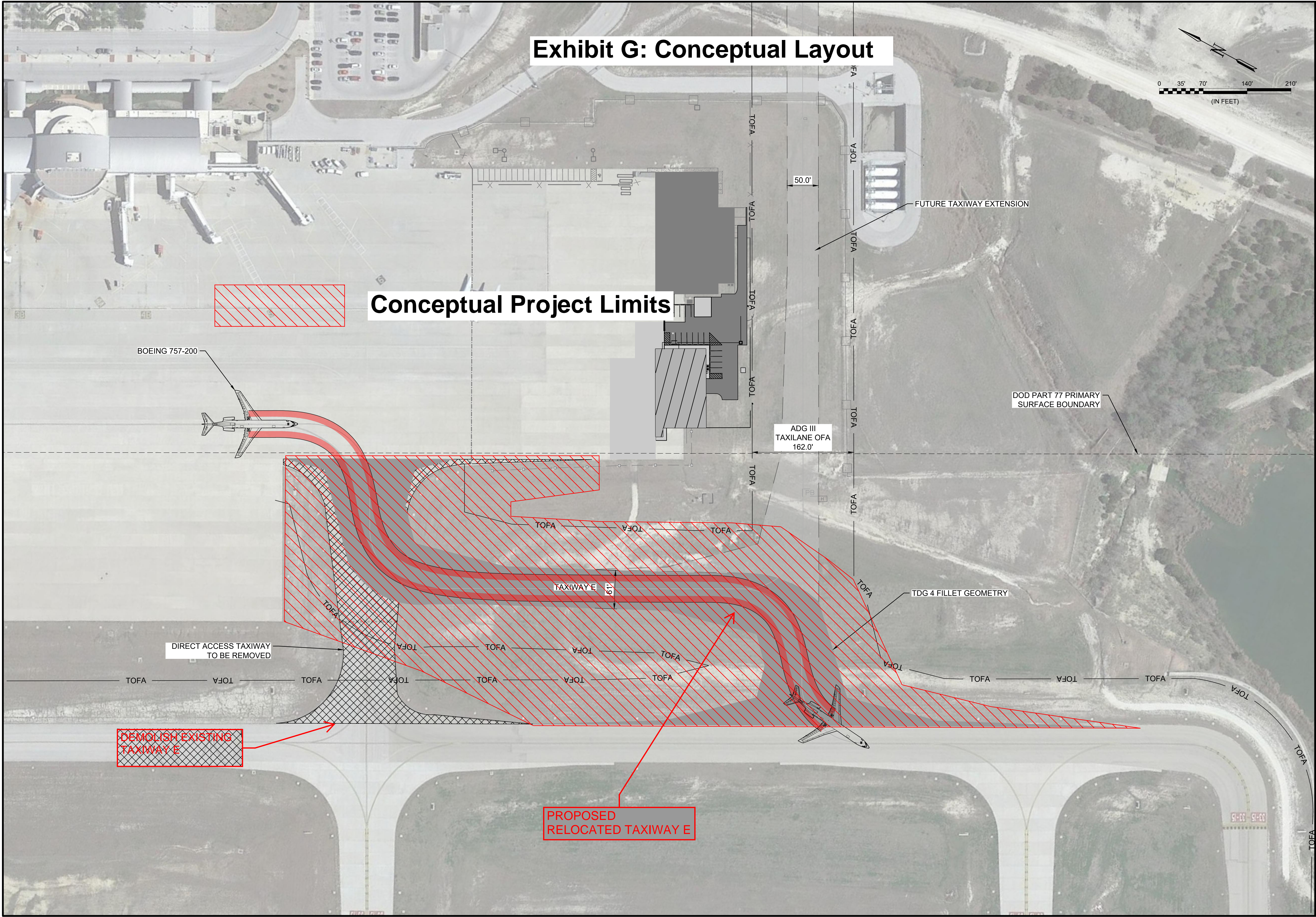
By  \_\_\_\_\_

DATE:

04/07/2023




File: \\garverinc.local\data\Projects\2021\12\1\A06081 - KF-HRA MAP Hangar\Drawings\EXHIBITS\Taxiway E Concept.dwg Last Save: 9/20/2021 8:31 AM Last saved by: MSLang  
Last plotted by: Lang, Madison S Plot Date: 9/21/2021 10:52 AM Plotter used: DWG To PDF.pc3



# Exhibit G: Conceptual Layout

## Conceptual Project Limits

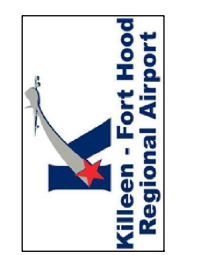


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**PRELIMINARY DESIGN**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DEREK W. MAYO, P.E. 121115 ON 09/09/2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

REV.	DATE	DESCRIPTION	BY



**KILLEN-FORT HOOD REGIONAL AIRPORT**  
KILLEN, TX

**CORPORATE HANGAR PHASE II PROJECT**

**TAXIWAY E - CONCEPTUAL LAYOUT**

JOB NO.: 21A06081  
DATE: SEPT. 2021  
DESIGNED BY: DWM  
DRAWN BY: MSL

BAR IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER  
**EX01**

SHEET NUMBER  
**1**



# 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.**

Garver, LLC  
GEORGETOWN, TX United States

Certificate Number:  
2023-1008858

Date Filed:  
04/18/2023

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, Texas

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

23A06081  
Engineering Design Services for GRK Taxiway E Relocation Project – Design and Bidding Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SOBER, JEFFERY	GEORGETOWN, TX United States	X	
	HOLDER, JR, JERRY	GEORGETOWN, TX United States	X	
	HOSKINS, BROCK	GEORGETOWN, TX United States	X	
	SCHNIERS, BRENT	GEORGETOWN, TX United States	X	
	MCILLWAIN, FRANK	GEORGETOWN, TX United States	X	
	GRAVES, MICHAEL	GEORGETOWN, TX United States	X	
	MOTT, JR., Wm. EARL	GEORGETOWN, TX United States	X	

**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Josh Crawford, and my date of birth is 01/22/1980.

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

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

Executed in Williamson County, State of Texas, on the 18 day of April, 20 23.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



PROFESSIONAL SERVICES AGREEMENT WITH  
GARVER, LLC FOR TAXIWAY E RELOCATION DESIGN  
AT KILLEEN-FORT HOOD REGIONAL AIRPORT

RS-23-118

July 18, 2023

296

# Background

2

- A portion of Taxiway E at the Killeen Fort Hood Regional Airport needs rehabilitation. However, due to changes in Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation to this taxiway requires relocation.

# Background

3

- The City has been offered an FAA Airport Improvement Program (AIP) Grant in the amount of \$407,903 to fund 90% of the design of the Taxiway E Relocation Project at the Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$45,322, will come from the FAA PFC Application that was approved by the FAA on February 16, 2023
- No impact to the operational fund or fund balance.



# Discussion

4

- ❑ Staff negotiated a professional services agreement with Garver, LLC for project administration, surveying services, geotechnical services, design services, bidding services, and other engineering fees in the amount of \$449,900
- ❑ \$404,910 - 90% federally funded
- ❑ \$44,990 - 10% funded by PFC funds
- ❑ Garver, LLC is the Airport's engineer of record and was selected via a competitive process

# Alternatives

5

- ☐ Do not approve the agreement
- ☐ Approve the agreement

# Recommendation

6

- Approve the professional services agreement with Garver, LLC in the amount of \$449,900 and authorize the City Manager or designee to execute all agreement documents and any and all amendments or actions within the amounts set by state and local law



# City of Killeen

## Staff Report

File Number: RS-23-119

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Consider a memorandum/resolution authorizing the expenditure of federal forfeiture funds and award Bid 23-33, 3D Crime Scene Scanner to Collision Forensics Solutions, LLC., in the amount of \$138,148.44.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Pedro Lopez, Chief of Police

**SUBJECT:** Purchase of a crime scene laser scanner with federal forfeiture funds

### **BACKGROUND AND FINDINGS:**

The Criminal Investigation Division of the Killeen Police Department is responsible for gathering evidence, processing crime scenes, and providing professional courtroom testimony in criminal trials. Personnel use different methods and technologies to do so. One such piece of technology is an obsolete 3D scanner to document crime scenes.

The Police Department with the help of the Purchasing Division released Bid 23-33, 3D Crime Scene Scanner on June 12, 2023. Only one bid was received in the amount of \$138,148.44 from Collision Forensic Solutions, LLC.

Collision Forensic Solutions, LLC meets the specifications outlined in the bid, bidding the Lecia 3D Laser Scanner (Lecia RTC360 HDS Laser Scanner) to replace the obsolete model. The Lecia 3D Laser Scanner's advanced technology empowers crime scene investigators to accurately capture and document every detail of a scene, enabling them to fully document a crime, minimizing human error, increasing accuracy, and improving courtroom understanding of crime scenes. This is done by combining pin-point accurate laser scanning with high-definition visualization tools, 3D reality capture improves understanding and documentation of crime scenes and increases efficiency and productivity both in the field and the office. Avoiding scene degradation is a key issue in working towards convictions. Using this technology, the scene can be frozen in time, providing jurors with an immersive environment as close as possible to reality, to view and explore aiding their visualization of the course of events. Not only will the Lecia - RTC360 3D Laser Scanner help improve the accuracy and efficiency of processing major crime scenes, It will enhance the department's forensic footprint and capabilities.

Based on the competitive bid received, the Department plans to purchase the system from Collision Forensic Solutions.

**THE ALTERNATIVES CONSIDERED:**

1. Reject the bid.
2. Approve the bid received from Collision Forensic Solutions in the amount of \$138,148.44.

**Which alternative is recommended? Why?**

Purchasing the Lecia 3D Laser Scanner as recommended. The Lecia model provides the best value considering price, capabilities and ease of use. Department personnel have also used older Leica legacy devices in the past.

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

Current year cost is \$138,148.44 for the initial purchase which includes three years of maintenance support and warranty.

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

One-time purchase cost.

**Is this expenditure budgeted?**

Yes, funds are available in the Police Federal Seizure Forfeiture Fund account 209-6000-441.61-40.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends the City Council authorize the expenditure of federal forfeiture funds and award Bid 23-33, 3D Crime Scene Scanner to Collision Forensics Solutions, LLC. in the amount of \$138,148.44 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Information Technology  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Package  
Certificate of Interested Parties



City of Killeen  
**Purchasing**  
Lorianne Luciano, Director of Procurement  
802 N 2nd St, Killeen, TX 76541

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## PROPOSAL DOCUMENT REPORT

Bid No. 23-33

3D Crime Scene Scanner

RESPONSE DEADLINE: June 28, 2023 at 3:00 pm  
Report Generated: Wednesday, June 28, 2023

## Collision Forensic Solutions Proposal

### CONTACT INFORMATION

**Company:**  
Collision Forensic Solutions

**Email:**  
[mike@collisionfs.com](mailto:mike@collisionfs.com)

**Contact:**  
Michael Selves

**Address:**  
300 S. Fillmore Street  
Papillion, NE 68046

**Phone:**  
(402) 339-1518

**Website:**  
[collisionfs.com](http://collisionfs.com)

**Submission Date:**  
Jun 26, 2023 11:08 AM

### ADDENDA CONFIRMATION

*No addenda issued*

### QUESTIONNAIRE

**1. Conflict of Interest Questionnaire (Form CIQ)\***

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Conflict\_of\_Interest\_Questionnaire\_(Form\_CIQ)\_CFS\_NONE.pdf

**2. Certificate of Interested Parties (Form 1295)\***

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed



**3. Acknowledgement – “Boycott Israel”\***

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

Confirmed

**4. Acknowledgement – “Boycott Energy Companies”\***

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

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

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

Confirmed

**6. Antitrust Law Certification\***

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

Yes

**7. Does any City of Killeen employee or official have any financial or other interest in your company?\***

No

**8. Point of contact to resolve issues (delivery or invoice):\***

Please provide the name, title, address, email, and phone number of contact.

Kristi Smith, Office Manager, 300 S. Fillmore St., Papillion, NE 68046, [kristi@collisionfs.com](mailto:kristi@collisionfs.com), 402-339-1518

**9. Copyrighted Material\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

**10. If your proposal contains confidential information identify where it is located.**

Where in your proposal is the confidential information? Please be specific.

N/A

**11. Proposal Documents\***

**Please Upload your COMPLETE Proposal here.**

Killeen\_PD\_3YR\_3\_RTC360\_Package\_20230315.pdf  
Killeen\_PD\_TX\_-\_Form\_1295-signed.pdf  
Conflict\_of\_Interest\_Questionnaire\_(Form\_CIQ)\_CFS\_NONE.pdf  
23-33\_Bid\_Form\_CFS\_COMPLETED.xlsx  
Vendor\_Questionnaire\_Completed.csv

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

NONE

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.

N/A

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.

N/A

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

7

Signature of vendor doing business with the governmental entity

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

<u>Customer</u>		<u>Dates</u>	
Company: Killeen Police Department	Address: 3304 Community Boulevard	Quote Issued:	6/2/2022
Contact: LT Candice Reyes	City: Killeen	Quote Updated:	10/16/2022
Email: <a href="mailto:creyes@killeentexas.gov">creyes@killeentexas.gov</a>	State/Prov: TX		11/9/2022
Phone: 254-415-9831	P.C./Zip: 76542		2/10/2023
Fax:	Account #:		3/15/2023

**Killeen Police Department RTC360 Package - 3 YEAR WARRANTY and SUPPORT**

Part Number	Product Description	Quantity	Unit Price	Discount	TOTAL
<b>6012673</b>	<b>RTC360 HDS Laser Scanner Package</b>	1	\$85,536.65	\$8,553.67	\$76,982.99
838300	RTC360 Laser Scanner	1			
874800	Calibration Cert. "Silver", TLS RTC360	1			
954519	GEB364 Battery int. Li-ion 10.8V/6900mAh	4			
817063	GVP730 Transport Container for RTC360	1			
842065	MS256 Industrial USB Stick 256GB	2			
872515	Leica RTC360 Quick Guide	1			
874566	Leica Cyclone Field 360 Info Sheet	1			
874567	Leica RTC360 USB Documentation Card	1			
799187	GKL341 Charger Prof. 5000 (4-bay)	1			
731440	AC power Cable 2-pole US, to charger	1			
636767	Rain Cover	1			
<b>6013575</b>	<b>3YR RTC360 Laser Scanner CCP Silver</b> Includes: Report of Individual Instrument Accuracy, 3yr RTC360 Laser Scanner Hardware Warranty, Maintenance / Calibration Service, & 3yr RTC360 Laser Scanner Customer Support	1	\$11,210.00	\$1,121.00	\$10,089.00
<b>CFS GT5543XLS</b>	<b>Gitzo 78" Systematic series 5 tripod</b>	1	\$1,700.00	Cost	\$1,700.00
<b>CFS E-ZLOK 335-6</b>	<b>E-Z LOK Thread reducer for GAD122</b>	1	\$25.00	Cost	\$25.00
<b>870985</b>	<b>GAD122 adapter for GST with 5/8"</b>	1	\$115.00	\$11.50	\$103.50
<b>6010779</b>	<b>NIST Calibrated Dual Target Pole Kit</b>	1	\$2,535.00	\$253.50	\$2,281.50
840867	Dual Target Pole Kit	1			
5003964	NIST Certificate	1			
<b>979836</b>	<b>Cyclone REGISTER 360 PLUS (Permanent)</b>	1	\$9,750.00	\$975.00	\$8,775.00
<b>6018136</b>	Cyclone REGISTER 360 PLUS CCP 3yr Includes: Cyclone REGISTER 360 PLUS updates 3yr & Cyclone REGISTER 360 PLUS Support 3yr	1	\$4,550.00	\$263.90	\$4,286.10
<b>864396</b>	<b>WORKFLOW Permanent</b> (Replacement for PUBLISHER PRO) In addition to other features, WORKFLOW Adds: - Virtual Reality Compatible for training and investigative use - Drag and Drop 3D Models for customized reenactments and obstructive visualizations - Additional file format options More information available upon request.	1	\$2,400.00	\$240.00	\$2,160.00
<b>6012198</b>	<b>Cyclone WORKFLOW CCP 3yr</b> Includes: Cyclone WORKFLOW updates 3yr & Cyclone WORKFLOW Support 3yr	1	\$1,100.00	\$63.80	\$1,036.20
<b>5311688</b>	<b>IMS Map360 Pro (Permanent)</b>	1	\$6,400.00	\$640.00	\$5,760.00
<b>6015995</b>	Map360 Pro CCP 3yr.	1	\$3,970.00	\$218.35	\$3,751.65
<b>N/A</b>	<b>Cyclone FIELD 360 App</b> Cyclone FIELD 360 is currently free to download. A valid Cyclone REGISTER 360 PLUS CCP EID is required to log into FIELD 360.	1	\$0.00	\$0.00	\$0.00
<b>CFS</b>	<b>iPad Pro Wifi with Rugged Hands Free Case</b>	1	\$950.00	Cost	\$950.00
<b>CFS</b>	<b>4-Days on-site training on RTC360 and related software - IAI and ACTAR Accredited</b> Includes: - Tuition for up to 8 students at a customer's facility - Travel costs for trainer	1	\$10,000.00	\$1,000.00	\$9,000.00
<b>CFS</b>	<b>3-Days on-site training on Map360 Pro IAI and ACTAR Accredited</b> Includes: - Tuition for up to 8 students at a customer's facility - Travel costs for trainer	1	\$7,500.00	\$427.45	\$7,072.55

<b>Sub Total:</b>	<b>\$ 133,973.49</b>
<b>Tax:</b>	<b>0% \$0.00</b>
<b>TOTAL:</b>	<b>\$133,973.49</b>

Bundle Discounts applied to this quotation: **\$13,768.17**

**Options:**

CFS	<b>LIFETIME, 24-Hour, technical and operational support from Certified CFS Staff.</b> <b>IAI and ACTAR Accredited</b> Includes: - Virtual, Phone and Email support at all hours	1	\$10,000.00	\$10,000.00	\$0.00
CFS	<b>Forensic Mapping Data Collector and Processor--32GB RAM or better</b> Custom Point Cloud Enhanced Notebook Computer with Tech Support from builder  - NVIDIA Dedicated Graphics - 500GB OS Disk / 1 TB Working Disk or better - Standard 1 Year Limited Warranty for Notebooks or better	1	\$4,025.00	Cost	OPTION

Local Sales Tax & Delivery Costs, if applicable, may not be included.

**NOTE:** Payments by credit card will incur a 5% surcharge.

**CFS provides FREE 24 hour technical and operational support for the LIFETIME of your product. This includes virtual support, telephone support, and/or email support.**

**Note:** Cyclone FIELD 360 On-Site Registration Software is currently free for customers who currently have a valid Public Safety Suite with a current CCP Maintenance agreement on the Register 360 PLUS product. If your Register 360 PLUS CCP lapses you may no longer have access to Cyclone FIELD 360 On-Site Registration Software. All RTC360 VIS functions will continue to work in stand-alone mode.

Customer computer system used for Register 360 PLUS must meet the minimum requirements as set out by Leica Geosystems. Computers are available for purchase, contact your sales rep for more information.

**Minimum specification:**

Processor: Dual core processor running at 2.5GHz, RAM: Minimum 8 GB or more for 64-bit OS, Operating System: Windows 10 (64 bit), Graphics: Support for OpenGL 3.3 or higher with 1GB video memory, Hard Disk: At least 1GB of free disk space required for install.

**Note:** This spec is recommended only for viewing and/or working on smaller projects.

**Recommended specification for Workstation:**

Processor: Latest i9 quad core 10th generation at 3.5GHz or higher, RAM: 64 GB, Operating System: Windows 10 (64 bit), Graphics: NVIDIA Quadro or NVIDIA Geforce with 8GB of dedicated video memory. Internal SSD drives. One for writing and one for reading.

**Signature:**



**Date:**

3/15/2023

**Order Information:**

Collision Forensic Solutions  
300 S. Fillmore St  
Papillion, Nebraska 68046

Attn: Michael Selves  
Tel: 402-339-1518  
Fax: 402-339-4811  
Email: [mike@collisionfs.com](mailto:mike@collisionfs.com)

Quoted Prepared by: KRK/WRH

**Terms & Conditions**

- Quotation Valid for 30 Days.
- Please indicate optional choices when accepting this quote.
- Ad-Hoc Equipment (iPad Pro / Custom Computer / Gitzo) sold at cost.

**NOT FOR DISTRIBUTION TO OTHER VENDORS.**  
**Not to be disseminated / Killeen Police Department only.**

# 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:  
2023-994794

Date Filed:  
03/15/2023

Date Acknowledged:

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

Collision Forensic Solutions  
Papillion, NE 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 Police Department / Killeen Texas

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

RTC360 / 03-15-2023  
Leica RTC360 scanner with 3Yr. Silver CCP, Software, and training

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Selves, Michael	Papillion, NE United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Michael L. Selves, and my date of birth is 5-31-1961

My address is 300 South Fillmore Street, Papillion, NE, 68046, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Sarpy County, State of Nebraska, on the 15 day of March, 2023  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# 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.

NONE

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.

N/A

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.

N/A

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

7

Signature of vendor doing business with the governmental entity

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
6012673	RTC360 HDS Laser Scanner Package	1	90 Days ARO	\$ 76,982.99	\$ 76,982.99
6013575	3 YR RTC360 Laser Scanner CCP Silver - Includes: Report of Individual Instrument Accuracy, 3yr RTC360 Laser Scanner Hardware Warranty, Maintenance / Calibration Service, & 3yr RTC360 Laser Scanner Customer Support	1	90 Days ARO	\$ 10,089.00	\$ 10,089.00
CFS GT5543XLS	Gitzo 78" Systematic series 5 tripod	1	90 Days ARO	\$ 1,700.00	\$ 1,700.00
870985	GAD122 tripod adapter with 5/8" threading	1	90 Days ARO	\$ 103.50	\$ 103.50
CFS E-Z LOK 335-6	E-Z LOK Thread reducer for GAD122	1	90 Days ARO	\$ 25.00	\$ 25.00
979836	NIST Calibrated Dual Target Pole Kit	1	90 Days ARO	\$ 2,281.50	\$ 2,281.50
6018136	Cyclone REGISTER 360 PLUS (Permanent)	1	90 Days ARO	\$ 8,775.00	\$ 8,775.00
864396	Cyclone REGISTER 360 PLUS 3 YR CCP	1	90 Days ARO	\$ 4,286.10	\$ 4,286.10
6012198	Cyclone WORKFLOW (Permanent)	1	90 Days ARO	\$ 2,160.00	\$ 2,160.00
5311688	Cyclone WORKFLOW 3 YR CCP	1	90 Days ARO	\$ 1,036.20	\$ 1,036.20
6015995	IMS Map360 Pro (Permanent) Forensic CAD and analysis software that includes blood pattern area of origin reconstruction, animation, bullet trajectory reconstruction, witness perspective analysis, camera match overlay functionality, and vehicle crash kinematics reconstruction.	1	90 Days ARO	\$ 5,760.00	\$ 5,760.00
FIELD360	IMS Map360 Pro 3 YR CCP	1	90 Days ARO	\$ 3,751.65	\$ 3,751.65
CFS IPAD Pro	Cyclone FIELD 360 App for iOS	1	90 Days ARO	\$ -	\$ -
CFS PC	iPad PRO 1TB WIFI with Rugged Hands Free Case Forensic Mapping Data Collector and Processor -- Specs as listed or better Custom Point Cloud Enhanced Notebook Computer with Lifetime Tech Support from builder - NVIDIA Dedicated Graphics - 500GB OS Disk / 1 TB Working Disk or better - Standard 1 Year Limited Warranty for Notebooks or better	1	90 Days ARO	\$ 1,100.00	\$ 1,100.00
CFS TRAIN	4-Days on-site training for RTC360 and related software IAI and ACTAR Accredited Includes: - Tuition for up to 8 students at a customer's facility - Travel costs for trainer	1	120 Days ARO	\$ 9,000.00	\$ 9,000.00
CFS TRAIN	3-Days on-site training for Map360 Pro IAI and ACTAR Accredited Includes: - Tuition for up to 8 students at a customer's facility - Travel costs for trainer	1	120 Days ARO	\$ 9,000.00	\$ 9,000.00
CFS TRAIN	3-Days on-site training for Map360 Pro IAI and ACTAR Accredited Includes: - Tuition for up to 8 students at a customer's facility - Travel costs for trainer	1	120 Days ARO	\$ 7,072.50	\$ 7,072.50

CFS SUPPORT	LIFETIME, 24-Hour, technical and operational support from Certified CFS Staff Includes: Virtual, Phone, and Email support at all hours.	1,120 Days ARO	\$	10,000.00	\$	-
	<b>Subtotal Price of Goods</b>				\$	138,148.44
	Add: Cost of Transportation				\$	-
	Add: Cost of Insurance				\$	-
	Add: Cost of Training				See Above	
	Add: Other Charges (please specify)				\$	-
	<b>Total Final and All-Inclusive Price</b>				\$	138,148.44

# 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.**

Collision Forensic Solutions  
Papillion, NE United States

**Certificate Number:**  
2023-994794

**Date Filed:**  
03/15/2023

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

Killeen Police Department / Killeen Texas

**Date Acknowledged:**

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

RTC360 / 03-15-2023  
Leica RTC360 scanner with 3Yr. Silver CCP, Software, and training

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Selves, Michael	Papillion, NE United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Michael L. Selves, and my date of birth is 5-31-1961.

My address is 300 South Fillmore Street, Papillion, NE, 68046, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Sarpy County, State of Nebraska, on the 15 day of March, 2023.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# 3D LASER SCANNER

RS-23-119

July 18, 2023

320

# Background

2

- ❑ Detectives with the Criminal Investigation Division of the Killeen Police Department are responsible for gathering evidence, processing crime scenes, and providing professional investigative follow-up and courtroom testimony in criminal trials.
- ❑ Detectives currently document crimes by digital photography, digital video, and crime scene sketches.
- ❑ Depending on the complexity of the scene, detectives can sometimes take hours to document and categorize a crime scene. This delays their ability to interview complainants, witnesses or suspects because they are collecting physical evidence.
- ❑ Crime scene evidence collection is the number one priority in any criminal case.

# Background

3

- A 3D laser scanner produces an initial detailed 3D digital representation for documentation of the crime scene with minimal intrusion and disturbance prior to the physical processing of the scene by the detectives.
- A 3D representation provides improved analysis and visibility of the scene for detectives, prosecutors, and juries, by augmentation of photos, video, and data to the 3D representation.
- A 3D laser scanner can measure details and trajectories accurately and more efficiently, resulting in more accurate and timely processing of the crime scene to allow detectives to conduct follow-up investigative action.



# Additional Applications

4

- In addition to crime scene processing, the 3D laser can be used in the following applications:
  - Crime Scene Processing
  - Accident Reconstruction
  - Fire Scenes
  - Security and Major Incident Management



# Financial

5

- ❑ A competitive bid process was completed, and only one bid was received.
- ❑ At the conclusion of the bid process, the bid submitted by Collision Forensic Solutions, LLC was selected.
- ❑ The submitted bid is \$138,148.44 for the Leica RTC360 3D laser scanner. This initial purchase cost of scanner includes three years of maintenance, support, and warranty.
- ❑ The Department has identified federal forfeiture funds to be used for this expense.

# Alternatives

6

- ❑ Decline the use of forfeiture funds to purchase the 3D scanner. Detectives will continue to use current methods to process and document crime scenes and evidence.
  
- ❑ Approve the use of forfeiture funds to purchase the 3D scanner. Detectives will have modern technology to document and produce 3D digital representations of crime scenes and evidence, significantly improving the documentation of evidence and information for further investigation and prosecution.

# Recommendation

7

- Staff recommends that the City Council authorize the use of federal forfeiture funds for the procurement of the of the 3D scanner from Collision Forensic Solutions, LLC not to exceed \$138,148.44.



# City of Killeen

## Staff Report

File Number: PH-23-039

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1	City Council Workshop	06/20/2023	Reviewed and Referred	City Council	06/27/2023
1	City Council	06/27/2023	Reviewed and Referred	City Council Workshop	07/18/2023

HOLD a public hearing and consider an ordinance authorizing the 2023-2024 Annual Action Plan describing use of funds and authorizing application for an allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds (2nd of 2 Public Hearings)

**DATE:** June 20, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Rashawn Smith, Community Development Administrator

**SUBJECT:** PY 2023-24/Fiscal Year 2024 Community Development Block Grant (CDBG) and Home Investments Partnerships (HOME) Program Annual Action Plan

### **BACKGROUND AND FINDINGS:**

The City of Killeen will receive \$1,255,131.00 from the U.S. Department of Housing and Urban Development (HUD) for PY 2023-2024 CDBG program activities. The City will also receive \$607,371.00 from HUD for PY 2023-2024 Home Investment Partnerships (HOME) and \$479.43 in PY2021-22 program income, is also available for use providing a total of \$607,850.43 for PY 2023-24 HOME activities.

One-on-One and project feasibility/eligibility meetings took place between January 19- February 17 Pre-Applications were made available to interested organizations beginning February 23, 2023, with Annual Funding Applications distributed to [pre-application approval] eligible entities for both the CDBG and HOME programs. Attendance was required at Pre-Application and Annual Funding Application workshops via Zoom or personal attendance. The deadline was March 31, 2023, with a total of 12 Annual Funding Applications submitted by the deadline.

Projects undertaken with CDBG and HOME Program funds must address goals and objectives established in the 5-year Consolidated Strategic Plan (PY 2020-2024) and Annual Action Plan (PY 2023-2024) to meet affordable housing and community development needs. Applications considered and recommended for funding are to align with identified priority community needs, affordable housing needs, goals, and objectives for specific priority categories and, as applicable, be amended to meet changing community development and housing needs. To ensure priority community development and affordable housing needs are addressed, the CDAC used scoring criteria

developed from the CDBG & HOME Grant Programs Governance & Allocation Policy which places major emphasis on project significance, project feasibility, ability to comply with applicable HUD requirements (statutory and regulatory) and, in light of the limited amount of CDBG and HOME funds available to the City of Killeen, leveraging of funds from other federal, state, and private resources to be directed to the most pressing community development and affordable housing needs. Detailed scoring criteria components reviewed are as follows:

1. The proposed project/activity meets identified Consolidated Plan Priority & Community Need.
2. The proposed project/activity readiness - demonstrates the ability for timely completion and expenditure of CDBG/HOME funds.
3. The proposed project/activity results - stated results identified in the application are feasible and expected to be achieved.
4. The proposed project/activity objectives address: high priority need, specific priority population, low-income area, or local target area.
5. The applicant has relative experience - documented experience, management, and capacity associated with proposed project/activity.
6. The proposed project/activity beneficiaries - number of beneficiaries is new, not previously assisted, or increased by 5% if previously assisted (funded by CDBG/HOME) in the last year.
7. The proposed project/activity leverages additional resources - sufficient additional resources leveraged to combine with City's funding from HUD so CDBG/HOME does not endure the absolute expense of program.
8. The proposed project/activity sustainability - demonstrates adequate fiscal support and viability of the proposed project/activity.
9. The proposed project/activity budget - adequate detail project budget with accurate costs and committed resource funding for project completion.
10. The proposed project/activity plan approach - applicant presented a relevant business plan approach to the project, no unresolved matters or concerns with past performance.

The CDAC met on May 10 and 11, 2023 to review and make recommendations for proposed use of PY2023-24/FY2024 CDBG and HOME Program funds. Results are detailed in the attached Community Development Advisory Committee (CDAC) meeting minutes of May 10-11, 2023.

For the program year 2023-2024 / Fiscal Year 2024 HUD regulation allows for 20% of CDBG and 10% of HOME funds to be expended on administration/planning of CDBG and HOME activities. All project costs under the CDBG and HOME Program will be reimbursed to the City by the U.S. Department of Housing and Urban Development

#### **THE ALTERNATIVES CONSIDERED:**

1. Accept the recommendations and applicable comments received during the 30 day comment period, until such time the 30-day comment period, hold the final public hearing on July 25, 2023 and adopt the PY-2023-2024 Annual Action Plan with citizen comment as appropriate.
2. Do not accept the CDBG & HOME grant funds and return funding to HUD.

**Which alternative is recommended? Why?**

Following the second public hearing on July 25, 2023, recommend approval of the final Plan, with revisions as appropriate based on citizen comments received during the previously held 30-day comment period, and during the second public hearing on July 25, 2023

**CONFORMITY TO CITY POLICY:**

Yes, as described in the Citizen Participation Plan, approved by City Council.

**FINANCIAL IMPACT:**

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

\$0 in the current fiscal year and \$1,255,131.00 in CDBG and \$607,850.43 in HOME grant funds in fiscal year 2024.

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

This is a one-time expenditure.

**Is this expenditure budgeted?**

Funds will be included in FY 2024 Proposed Budget, upon City Council approval.

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

N/A

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

Yes, upon City Council approval.

**RECOMMENDATION:**

Recommend approval the 2023-2024 Annual Action Plan with revisions as appropriate based on citizen comments received during the 30-day comment period and during the second public hearing.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Proposed Funding Tables  
Minutes  
Ordinance  
Conflict of Interest Disclosure Form





**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT  
PY 2023-FY24/B-23-MC-48-0020  
PUBLIC SERVICES REQUESTS**

<b>CDBG -PUBLIC SERVICE REQUESTS</b>					
	<b>AGENCY</b>	<b>PROJECT DESCRIPTION &amp; PROPOSED UNITS</b>	<b>Previous Funding / Total Assisted YTD</b>	<b>REQUESTED AMOUNT</b>	<b>CDAC RECOMMENDATION</b>
<b>1</b>	William K. Hall, Operations Director <b>FAMILIES IN CRISIS, INC.</b> 1305 E Rancier Ave P.O. Box 25 Killeen, Texas 76540-0025 254.634.1184 ficinc@familiesincrisis.net	<b>DV Shelter Case Manager (salary)</b> <b>#Units/Cost per Unit: 300/ \$100.00</b> <b>Proposed Use:</b> CDBG funds will be used for partial payment of salary and fringe for one case manager to provide case management services for survivor families residing at the Families In Crisis DV Shelter.	2022- \$ 0.00/ 0 2021- \$10,918.80/127 2020- \$20,000/388 2019- \$20,000/334	\$ <b>30,000.00</b>	<b>\$0.00</b>
<b>2</b>	Jamie Hunt, Director Senior Nutrition <b>HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.</b> P.O. Box 846 San Saba, Texas 76877 325.372.5167 jhunt@hccaa.com	<b>Killeen Senior Meals Program (salary)</b> <b>#Units/Cost per Unit: 453 / \$27.79</b> <b>Proposed Use:</b> Partial payment of salary and fringe benefits for one Meal Delivery Driver providing client intake and preparation and delivery of meals to elderly Killeen residents, age 62 and older.	2022- \$16,530/373 2021- \$10,500/251 2020 - \$9,942/403 2019 - \$9,700/286	\$ <b>12,558.30</b>	\$ <b>4,187.00</b>
<b>3</b>	Rashawn Smith, CD Administrator Community Development Department <b>CITY OF KILLEEN</b> 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7718 rsmith@killeentexas.gov	<b>Killeen Reunification Program (direct assistance to beneficiaries)</b> <b>#Units/Cost per Unit: 300+ / \$1,133.34</b> <b>Proposed Use:</b> Payment of salaries and fringe for 2 licensed master social workers to provide comprehensive case management for persons experiencing homelessness and data entry of current and previous clients in the Homeless Management Information System and coordinated entry ensuring persons are quickly identified, assessed and connected to housing, bus transportation to return to family, funds to provide direct assistance to client/beneficiaries for costs associated with vital documents: driver licenses, state identification, medical records, birth certificates, military records, etc.	0000/000	\$ <b>188,269.00</b>	\$ <b>94,134.00</b>

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT  
PY 2023-FY24/B-23-MC-48-0020  
PUBLIC SERVICES REQUESTS**

<b>CDBG -PUBLIC SERVICE REQUESTS</b>					
	<b>AGENCY</b>	<b>PROJECT DESCRIPTION &amp; PROPOSED UNITS</b>	<b>Previous Funding / Total Assisted YTD</b>	<b>REQUESTED AMOUNT</b>	<b>CDAC RECOMMENDATION</b>
<b>4</b>	Angela Mathews, Sgt Killeen Police Department CITY OF KILLEEN Community Engagement Unit 801 N. 4th St. Killeen, Texas 76541 254.501.8917 amathews@killeentexas.gov	<b>Community Engagement Unit (CEU) (operations)</b> <b>#Units/Cost per Unit: 12,906 / \$37.79</b> <b>Proposed Use:</b> CDBG funds will be used for operations of the CEU for printing, event handouts, portable table, popup cover, and door prizes.	20222-20,000/9730	\$ 20,000.00	\$ 5,000.00
<b>5</b>	Michael Dewees, Executive Director <b>COMMUNITIES IN SCHOOLS OF GREATER CENTRAL TEXAS, INC.</b> 4520 E. Central Texas Expressway, Suite 106 Killeen, Texas 76543 254.554.2132 michael.dewees@cis-tx.org	<b>CIS Case Worker- CIS Connections Program- Killeen Elementary School (salary)</b> <b>#Units/Cost per Unit: 247 / \$76.92</b> <b>Proposed Use:</b> CDBG funds will be used for partial payment of salary for the CIS Connections Program case worker who will provide services to low- moderate income, at-risk youth and their families. Services include guidance and counseling, academic support, tutoring, parent engagement activities, enrichment, health and human services.	20222-19,000/241 2021-\$19,000/189 2020- \$16,500/209 2019- \$21,000/218	\$ 19,000.00	\$ 19,000.00
<b>6</b>	Maureen Jouett, Executive Director <b>BRING EVERYONE IN THE ZONE, INC.</b> 204 Priest Drive PO Box 763 Killeen, Texas 76541 254.423.7632 mail@bringeveryoneinthezone.org	<b>Resource Manager Partial Salary and Fringe (salary)</b> <b>#Units/Cost per Unit: 569 / \$65.42</b> <b>Proposed Use:</b> CDBG funds will be used for partial payment of salary and fringe for the full-time Resource Manager who works with veterans and their families in budgeting, credit counseling, life skills, problem solving, access to benefits SS & VA, and referrals and resource development and collaboration necessary to aid the households.	2022-\$6,642/395 2021-\$5,450/330 2020-\$10,860.13/369 2019-\$12,862.70/455	\$ 11,487.00	\$ 5,000.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT  
PY 2023-FY24/B-23-MC-48-0020  
PUBLIC SERVICES REQUESTS**

<b>CDBG -PUBLIC SERVICE REQUESTS</b>					
	<b>AGENCY</b>	<b>PROJECT DESCRIPTION &amp; PROPOSED UNITS</b>	<b>Previous Funding / Total Assisted YTD</b>	<b>REQUESTED AMOUNT</b>	<b>CDAC RECOMMENDATION</b>
<b>7</b>	TaNeika Driver-Moultrie, Executive Director <b>GREATER KILLEEN FREE CLINIC</b> 718 N. 2ND Street, Suite A Killeen, Texas 76541 254. 618.4211 tdmoultrie@gkfclinic.org	<b>2022 Salary Assistance for Office Manager (salary)</b> <b>#Units/Cost per Unit: 1,325 / \$18.87</b> <b>Proposed Use:</b> CDBG funds will supplement salary of the Clinic Office Manager who is responsible for overall clinic operations and manages the programs covered under the CDBG grant request.	2022- \$22,439.10/1325 2021-\$18,750/360 2020-25,000/1516 2019- \$23,000/1192	\$ 25,000.00	\$ 10,000.00
<b>8</b>	Kristin Wright, Executive Director <b>KILLEEN CREATORS</b> 4509A Bowles Drive Killeen, Texas 76549 254.661.2923 info@killeencreators.com	<b>Killeen Creator's Community Gardens Expansion &amp; Outreach</b> <b>#Units/Cost per Unit: 5082 / \$41.09</b> <b>Proposed Use:</b> irrigation system expenses, contractural fees for AmeriCorps, compost, soil, cedar pickets, signage, and other materials to build new and replenish old garden beds, water bills for community gardens, printing/mailing outreach materials.	2022- \$22,263/7470	\$ 20,000.00	\$0.00
<b>9</b>	Celeste Sierra, CD Specialist - Community Development Department <b>CITY OF KILLEEN</b> 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 csierra@killeentexas.gov	<b>Elderly Transportation Program (direct assistance to beneficiaries)</b> <b>#Units/Cost per Unit: 200 / \$370.00</b> <b>Proposed Use:</b> Payment of transportation through a responsible vendor for elderly persons age 62 years and older for medical realated appointments, grocery shopping, social service programs senior centers, and other locations per established program policy.	2022-\$65,000/180 2021- \$65,000/177 2020- \$70,000/172 2019- \$50,000/205	\$ 65,000.00	\$ 50,948.63
<b>TOTAL PUBLIC SERVICE REQUESTS</b>				<b>\$ 391,314.30</b>	<b>\$ 188,269.63</b>
<b>Total Public Services Funds Available</b>				<b>\$ 188,269.65</b>	

**CITY OF KILLEEN**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PY2023-FY24/B-23-MC-48-0020**  
**CDBG HOUSING, CODE ENFORCEMENT, PUBLIC FACILITIES/IMPROVEMENTS-CITY OWNED**

<b>CDBG HOUSING REHABILITATION, CODE ENFORCEMENT, PUBLIC FACILITIES/IMPROVEMENTS- CITY OWNED</b>					
<b>AGENCY</b>		<b>PROJECT DESCRIPTION &amp; PROPOSED UNITS</b>		<b>REQUESTED AMOUNT</b>	<b>CDAC RECOMMENDATION</b>
<b>10</b>	Earl Abbott, Building Official Building Inspections <b>CITY OF KILLEEN</b> 100 E. Avenue C Killeen, Texas 76541 254-501-7605 eabott@killeentexas.gov	<b>2023 CDBG Unsafe Structure Abatement Program - Clearance and Demolition -</b> <b>#Units/Cost per Unit: 4 / \$88,000</b> <b>Proposed Use:</b> CDBG funds to be used for costs associated with clearance and demolition of unsafe structures within local target/CDBG target areas.	2020-\$97,680/ none	\$ 88,000.00	<b>\$0.00</b>
<b>11</b>	Rashawn Smith, CD Administrator <b>CITY OF KILLEEN</b> 802 N 2nd, BLDG. E Killeen, Texas 76541 254-501-7718 rsmith@killeentexas.gov	<b>Community Reunification and Connections Center Public Facility-City Owned</b> <b>#Units/Cost per Unit: 1 (600+) / \$370.00</b> <b>Proposed Use:-</b> CDBG funds to be used for costs associated with the acquisition/installation of a prefabricated unit to serve as a public health approach to delivery of early intervention methods to identify individualized needs of persons who are homeless or have substance abuse disorders through a comprehensive screening, brief intervention, and referral programs administered by KPD- Homeless Outreach Team and other local nonprofits.	0000/000	\$ 757,370.00	<b>\$ 757,370.00</b>
<b>TOTAL FUNDING REQUESTS:</b>				<b>\$ 845,370.00</b>	<b>\$ 757,370.00</b>
<b>Total Available</b>		<b>\$ 757,370.15</b>			

**CODE ENFORCEMENT**  
**CDBG /HOME ADMINISTRATION CHDO**  
**PY2023-FY24/M-23-MC-48-0228**  
**PY2023-FY24/B-23-MC-48-0220**

**CDBG Code Enforcement Admin FORWARD COMMITMENT,  
CDBG and HOME ADMINISTRATION, and Community Housing Development Organizations (CHDO) Set  
Aside**

CODE ENFORCEMENT			CDAC RECOMMENDATION
Community Development Department <b>CITY OF KILLEEN</b> 100 E. Avenue C Killeen, Texas 76541 254.501.7843 csierra@killeentexas.gov	Code enforcement officer and operations 2023-2024 - salary and operations for one (1) Code Enforcement Officer to work in the local CDBG target areas (north side) and operations expenses.	\$ 58,465.00	\$ 58,465.00
<b>TOTAL CDBG FORWARD COMMITMENT</b>		<b>\$ 58,465.00</b>	

as per May 4, 2022 CDAC recommendations - year 2 of 3

CDBG ADMINISTRATION			CDAC RECOMMENDATION
Community Development Department <b>CITY OF KILLEEN COMMUNITY DEVELOPMENT</b> 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 csierra@killeentexas.gov	CDBG Administration 2023-2024 - maximum 20% of annual grant amount - costs for salary, administration and delivery of the CDBG program.	\$ 251,026.20	\$ 58,465.00
<b>TOTAL CDBG ADMINISTRATION REQUEST</b>		<b>\$ 251,026.20</b>	

**CODE ENFORCEMENT  
CDBG /HOME ADMINISTRATION CHDO  
PY2023-FY24/M-23-MC-48-0228  
PY2023-FY24/B-23-MC-48-0220**

**CDBG Code Enforcement Admin FORWARD COMMITMENT,  
CDBG and HOME ADMINISTRATION, and Community Housing Development Organizations (CHDO) Set  
Aside**

HOME ADMINISTRATION			CDAC RECOMMENDATION
Community Development Department CITY OF KILLEEN Community Development Department 802 N. 2nd Street, Bldg. E P.O. Box 1329 Killeen, Texas 76540 254.501-7843 csierra@killeentexas.gov	HOME Program Administration 2023-2024- Maximum 10% of annual grant amount - costs for salary, operations and delivery of the HOME Program.	\$ 60,737.10	\$ 60,737.10
TOTAL HOME ADMINISTRATION REQUEST		\$ 60,737.10	
HOME Program CHDO Requirement			CDAC RECOMMENDATION
NO APPLICATION REQUEST	2023-24 Minimum CHDO Set Aside Requirement- Minimum 15% of annual HOME allocation for eligible Community Housing Development Organization (CHDO) activity.  No applications were received, the City must set aside the funds as required by regulation.	\$ 91,105.65	\$ 91,105.65
TOTAL FUNDING CHDO SET ASIDE: (minimum 15% of Annual HOME grant)		\$ 91,105.65	

**CITY OF KILLEEN  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
PY2023-FY24/M-23-MC-48-0228**

HOME PROGRAM REQUESTS				
AGENCY		PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED FUNDS	CDAC RECOMMENDATION
12	Kristin Smith, Executive Director - <b>FORT HOOD AREA HABITAT FOR HUMANITY</b> 2601 Atkinson Killeen, Texas 76542 254-392-2307 ceo@fhahfh.org	<b>LAND AQUISITION</b> #Units/Cost per Unit: 4/\$50,000 Proposed Use: HOME funds are proposed to be used for development of affordable homeownership for low to meduim-income individuals or families. This project will allow land to be acquired (purchased), inturn - affordable homes will be built with the intent of the individual or family becoming homeowners with an afforadable mortgage and a 0% intrest rate.	\$ 200,000.00	\$ 456,007.68
<b>TOTAL PROGRAM FUNDING REQUESTS :</b>			\$ 200,000.00	\$ 456,007.68
		<b>Total Available</b>	\$ 456,007.68	

MINUTES  
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE  
May 10, 2023  
Killeen Community Development Training Room  
802 N. 2<sup>nd</sup> Street, Building E  
Killeen, TX 76541  
11:00 AM

CALL TO ORDER: Meeting was called to order at 11:50 by Mr. Frederick.

ROLL CALL: Committee members present – La Donna Barbee, Patsy Bracey, Teresa Cossey, Tracy Hillman-Benoit, Luvina Sabree, and Angela Ann Santos. Absent: Angela Galbreth, Jonathan Hildner and Mary Taylor. City Staff present – Cinda Hayward, Rashawn Smith, Celeste Sierra and Asha Pender, Deputy City Attorney.

APPROVAL OF AGENDA: Ms. Santos moved, seconded by Ms. Bracy to approve the meeting agenda. Motion carried unanimously.

APPROVAL OF MINUTES of last meeting from April 6, 2023: Ms. Hillman-Benoit moved, seconded by Ms. Santos to approve April 6, 2023 minutes as written. Motion carried unanimously.

AGENDA ITEMS

- A. Receive a briefing on open CDBG and HOME programs activities: Ms. Hayward briefed the committee on status of current CDBG and HOME projects and programs as of the second quarter. Mr. Frederick asked if the funding for the CDBG code enforcement officer was subject to reprogramming if it was not used. Ms. Hayward advised that a mid-year reprogramming of those funds may be visited if the officer has not been selected or if they cannot keep that position filled. Ms. Bracy asked if it would really take 24 months to complete the improvements at the Rosa Hereford Community Center. Ms. Hayward advised the improvements could take between 18-24 months to complete. In response to Greater Killeen Community Clinic hiring medical staff to conduct clinics and funding being returned for the past two cycles, Mr. Frederick advised that the clinic's finances have improved due to the clinic receiving additional funds from Bell county's indigent health care program and from other grants and may do with less funding from the CDBG grant. Ms. Barbee advised the clinic may consider a raise for the officer manager. In reference to Killeen Creators asking to request a response from HUD on the conflict-of-interest issue resulting from hiring the agency's ED's husband to be paid with CDBG, Ms. Hillman-Benoit asked which regulation stated that the activity was non-compliant due to conflict of interest. Ms. Hayward advised the HUD's compliance addressed conflict-of-interest policy regarding benefits received by certain staff and included information about IRS and the Secretary of State's non- profit requirements may have additional compliance. Ms. Cossey asked if the agency is selling produce at farmer markets to generate revenue. Ms. Hayward advised they provided the produce only to residents where gardens were located. No further discussion.
- B. Discuss and consider reprogramming funds for availability in PY2023-2024 (City FY2024) HOME program income: Ms. Hayward advised that CDBG funding available for reprogramming was addressed at the April 6 meeting and was allocated to the senior and center improvements at the senior and community center, which went to council and was approved on May 9, 2023. The Council also accepted the bid submitted for the project and activity will move forward. HOME program income received during FY 21-22 was available for reprogramming and was being requested to be allocated during the FY 23-24 funding process. Ms. Hillman-Benoit moved, seconded by Ms. Santos to allocate HOME program income funds in the amount of \$479.43 during the current allocation process. Motion carried unanimously.
- C. Receive a briefing on submittals for the PY22-23 Pre-Applications; Applications for Funding (AFFs) submitted; use of the AFF evaluation sheets; and Previous Forward Commitment of CDBG funding: Ms. Hayward briefed committee on the application process and deadlines, advising that staff was available for assisting with reviewing proposed requests, assisting with pre-applications and with the applications for funding. There were six entities that went through proposal review but did not submit pre-applications, two entities that submitted a pre-application but did not submit all required documents. A survey was sent out to agencies requesting input on the application process and there were no responses received. Staff prepared applications submitted for review by CDAC and advised all applications for CDAC review included an evaluation sheet for use by



committee. Ms. Hayward advised that the only project not included was the CDBG Code Enforcement officer funding as the project was allocated a forward commitment. Agencies will brief committee in person on their projects and will be available for questions from the committee.

*At approximately 12:38 pm, Mr. Frederick called a recess to address a medical condition experienced by Ms. Santos. Ms. Santos left for the day and the meeting resumed at 12:50 pm.*

- D. Discuss and consider recommendations for approval of CDBG and HOME Program Year 2023-2024 Applications for Funding of proposed activities to City Council: Committee listened to nine public service application briefs from the following applicants and asked questions from some of the applicants: Suzanne Armor and William Hall from Families in Crisis, Inc. requesting salary assistance for case manager at the domestic violence shelter; Ashley Johnson and Jamie Hunt from Hill Country Community Action Association requesting salary assistance for a meal delivery driver under the Killeen Senior Meals Program; Rashawn Smith of Killeen Community Development for salary and operation assistance for two master social workers under the Killeen Reunification Program for homeless initiatives; Sgt. Angela Mathews for operations assistance for the Community Engagement Unit for community events; Michael Dewees and Cinnamon Clay from Communities in Schools for salary assistance for a caseworker under the Connections Program.

*Mr. Frederick recessed meeting for a break at 2:27 and reconvened at 2:43 to continue with applicant presentations.*

Maureen Jouett from Bring Everyone in the Zone for salary assistance for the Resource Manager assisting veterans; TaNeika Driver-Moultrie from Greater Killeen Community Clinic for salary assistance for the clinic office manager. *Mr. Frederick abstained from discussion with this item as he is part of the Greater Killeen Community Clinic board.*

Kristin Wright from Killeen Creators, Inc. for community garden expansion and outreach; Celeste Sierra for direct payment of services under the City of Killeen Elderly Transportation Program.

After reviewing services and discussions by committee on the nine applicants, Ms. Sabree moved, seconded by Ms. Hillman-Benoit to recommend the following allocations for public services to city council for review and approval for a total of \$188,269.65. Motion carried unanimously.

Families in Crisis, Inc. for domestic violence case worker salary	\$ 00.00
Hill Country Community Action for meal delivery driver salary	\$ 4,187.00
COK Killeen Reunification Program for one social worker salary and operations	\$94,134.00
KPD Community Engagement Unit for community event operations	\$ 5,000.00
Communities in Schools for Connections Program case worker salary at Killeen Elementary School	\$19,000.00
Bring Everyone in the Zone for resource manager salary	\$ 5,000.00
Greater Killeen Community Clinic for office manager salary	\$10,000.00
Killeen Creators, Inc. for community garden expansion and outreach	\$ 00.00
City of Killeen Elderly Transportation Program for direct services	\$50,948.65

After no further discussions Mr. Frederick recessed meeting at 4:30 pm until May 11, 2023 at 2:30 PM.

CALL TO ORDER: Meeting was called to order at 2:34 P.M. by Mr. Frederick.

ROLL CALL: Committee members present – La Donna Barbee, Patsy Bracey, Teresa Cossey, Tracy Hillman-Benoit, Luvina Sabree, and Angela Ann Santos. Absent: Angela Galbreth, Jonathan Hildner and Mary Taylor. City Staff present – Cinda Hayward, Rashawn Smith, Celeste Sierra and Asha Pender, Deputy City Attorney.

- D. Discuss and consider recommendations for approval of CDBG and HOME Program Year 2023-2024 Applications for Funding of proposed activities to City Council: Committee continued to listen to additional applications briefs from the following applicants with committee members asking questions of applicants throughout the presentations – Edwin Revell and Elisa Navarro from City of Killeen Planning and Development Services requesting assistance with funds to clear and demolish unsafe structures within local target areas; Rashawn Smith, City of Killeen Community Development Department for acquisition/installation funds for a prefabricated building to address homelessness initiatives; Kristin Smith of Killeen Creators and, Kristin Smith of Ft. Hood Area Habitat for Humanity for funding land acquisition for housing development under the HOME program. After the final presentation, Mr. Frederick recessed meeting at 4:00 pm to provide committee an opportunity to complete evaluations on the presentations. Meeting reconvened at 4:23 pm.

Committee members went on to discuss the applications that were presented and after no further discussion, Ms. Hillman-Benoit moved, seconded by Ms. Santos to allocate funding to CDBG Administration, the forward commitment funds to CDBG Code Enforcement officer Admin, to the Community Reunification and Connections Center project and to Ft. Hood Habitat for Humanity. Funding for the HOME Program was left out of the motion and Mr. Hillman-Benoit moved to amend her original motion to include the HOME Program funding for administration and Community Housing Development Organization (CHDO) set aside. Ms. Santos concurred with the amended motion. Motion carried unanimously to recommend the following allocations for City Council review.

2023 CDBG Unsafe Structure Abatement Program	\$ 00.00
Community Development for Community Reunification and Connections Center	\$757,370.15
Community Development Department for program administration/planning activities	\$251,026.20
CDBG Code Enforcement officer forward commitment	\$ 58,465.00
HOME Program administration/planning activities	\$ 60,737.10
CHDO required set-aside	\$ 91,105.65
Ft. Hood Area Habitat for Humanity for land acquisition activities for the development of housing	\$456,007.68

Mr. Frederick asked Ms. Hayward to remind committee members when the council meets and Ms. Hayward provided dates for workshops, public hearings, public comment periods and the action plan submittal to HUD. Mr. Frederick also reminded committee members to let staff know if they are attending so that staff can address quorums appropriately.

ADJOURNMENT: Mr. Frederick asked for a motion to adjourn. Mr. Bracy moved, seconded by Ms. Hillman-Benoit to adjourn. Motion carried and meeting adjourned at 4:36 PM

Celestina Sierra, CD Senior Specialist: Celestina Sierra

## ORDINANCE \_\_\_\_\_

**AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2023-2024 PROGRAM YEAR(PY) ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR, ALLOCATION, AND EXPENDITURE OF \$1,255,131.00 IN PY 2023-24/ FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND THE APPLICATION OF \$607,371.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS, THE USE OF \$479.43 PRIOR YEAR 2021-22 PROGRAM INCOME FOR A TOTAL EXPENDITURE OF \$607,850.43 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 2023-24 Action Plan describing CDBG and HOME activities is consistent with the goals and objectives described in the Consolidated Strategic Plan; and

**WHEREAS**, two public hearings were conducted and held by the City Council to seek citizen participation and comment on the Program Year 2023-24 Action Plan describing the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds; and

**WHEREAS**, the Community Development Advisory Committee (CDAC) has reported its recommendation on the use of CDBG and HOME Program funds for PY 2023-24; and

**WHEREAS**, the City Council of the City of Killeen has invited and received further citizen comment on the allocation of \$1,255,131.00 in PY 2023-24 CDBG funds, and the allocation of \$607,371.00 in 2023-24 HOME funds, the reprogramming of \$ 4 7 9 . 4 3 PY2021-22 program income; and

**WHEREAS**, after due consideration of the community's needs within the City as required by the U.S. Department of Housing and Urban Development, the City Council of the City of Killeen has determined to apply for and has agreed on the allocation of said funds;

**NOW THEREFORE,**

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

**SECTION I.** That the City Council of the City of Killeen held public hearings, on June 27, 2023 and July 25, 2023 in accordance with HUD regulations to hear and accept citizen comments on the 2023-2024 Annual Action Plan for the required 30-day comment period, with the comment period beginning June 26, 2023 and ending July 25, 2023, describing proposed CDBG and HOME activities.

**SECTION II.** That the City Council of the City of Killeen hereby authorizes the City Manager to submit the 2023-2024 Annual Action Plan and execute an application for \$1,255,131.00 in CDBG funds and \$607,371.00 in HOME funds for Program Year 2023-24/ City Fiscal Year 2024, and approves reprogramming of \$479.43 in prior year HOME program income funds, and approves CDBG and HOME Program expenditures during the Fiscal Year 2024 in the following manner:

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**Public Services**

Hill Country Community Action, Inc. salary for senior meal delivery driver	\$ 4,187.00
Greater Killeen Free Clinic salary for office manager	\$ 10,000.00
Bring Everyone in the Zone salary for resource manager	\$ 5,000.00
Communities in Schools of Greater Central Texas, Inc. salary for Connections Program case worker at Killeen Elementary School	\$ 19,000.00
City of Killeen Reunification Program/Homeless Initiative salary and direct assistance to beneficiaries	\$ 94,134.00
City of Killeen Elderly Transportation Program for senior transportation	\$ 50,948.65
City of Killeen Police Dept. for Community Engagement Unit	\$ 5,000.00

**Housing, Code Enforcement, Public Facilities/Improvements-City Owned**

Community Reunification and Connections Center (public facility)	\$ 757,370.15
City of Killeen Code Enforcement (1 Officer salary and ops) <i>forward commitment approved under Ordinance 22-055 for PY2023/FY2024</i>	\$ 58,465.00
Community Development (CDBG) Administration and Planning of Activities	<u>\$ 251,026.20</u>
<b>TOTAL Community Development Block Grant</b>	<b>\$1,255,131.00</b>

## **HOME INVESTMENT PARTERSHIPS ACT (HOME) PROGRAM**

Fort Hood Area Habitat for Humanity land acquisition affordable housing development	\$ 456,007.68
Community Housing Development Organization minimum required set aside	\$ 91,105.65
HOME Program Administration and Planning of Activities maximum allowed	\$ 60,737.10
<b>TOTAL HOME Program Grant</b>	<b>\$ 607,850.43</b>

Further, all funds remaining in any project account at the completion of the project shall be transferred forward to like accounts to be available for subsequent reprogramming to other eligible projects.

**SECTION III.** That if any section or part of any section or paragraph of this ordinance is 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 this ordinance shall be effective after its passage and approval to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 25th day of July 2023 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**

**ATTEST:**

\_\_\_\_\_  
Debbie Nash-King, MAYOR

\_\_\_\_\_  
Laura J. Calcote, CITY SECRETARY

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Holli Clements, CITY ATTORNEY

**DISTRIBUTION:** Community Development Department, Finance Department

# City of Killeen, Texas

## Conflict of Interest Disclosure Form

Applicable to Federally Supported Housing and Community Development Activities/Programs

This document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any contract, finding or providing assistance. The term "Conflict of Interest" refers to situations in which financial or other personal considerations may compromise or have the appearance of compromising professional judgment in following the rules and regulation of any federally supported program.

Please mark the appropriate box for each question. For each question answered as "YES", as it relates to each question answered. If the question does not relate to you, please mark the answer as "NO."

The following questions apply to YOU as an individual.

### A. Your Individual Relationships:

☐ 1. Are you an employee/officer/agent or other person described as a "covered person" directly or indirectly employed by the City of Killeen?

☐ Yes ☒ No

☐ 2. Are you an elected or appointed officer/agent or other person qualifying as a "covered person" for the City of Killeen?

☒ Yes ☐ No

### B. Your Family Relationships:

☐ 1. Is any family member(s) that is described as a "covered person" directly or indirectly employed by the City of Killeen?

☐ Yes ☒ No

☐ 2. Is any family member(s) that is described as a "covered person" an elected or appointed officer/agent of the City of Killeen?

☐ Yes ☒ No

### C. Your Program Relationships:

☐ 1. Are you a member [current or past], or do you serve on the governing body of any private/for-profit/non-profit enterprise?

☒ Yes ☐ No

☐ 2. Do you serve in a decision making capacity as an employee/officer/agent of any private/for-profit/non-profit enterprise?

☒ Yes ☐ No

☐ 3. Is the private/for-profit/non-profit enterprise, for which you are an employee/officer/agent, currently in a contract/agreement for any City of Killeen federally supported program/activity?

☒ Yes ☐ No

- ☐ 4. Does the private/for-profit/non-profit enterprise, for which you are an employee/officer/agent anticipate participation (in an AFF or other prescribed document) in any City of Killeen federally supported program/activity? ☒ Yes ☐ No

**D. Your Business Relationships:**

- ☐ 1. Are you, through your private/for-profit/non-profit enterprise, involved as an investor, owner, employee, consultant, or contractor of a business entity that has a direct/indirect relationship with the City of Killeen's federally supported programs/activities to provide goods or services, sponsor development activities, and/or receive referrals from the City of Killeen?
- ☐ Yes ☒ No

Please disclose any conflict(s) below:

Greater Killeen Comm Clinic

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*I have read and understand the Conflict of Interest Disclosure Form. I have marked each applicable question. I will promptly update this disclosure form if relevant circumstances change. I understand that this Disclosure is not a confidential document.*

Printed Name

Date

4-6-23

Signature



# FY24 CDBG & HOME GRANT REQUESTS – 2<sup>ND</sup> PUBLIC HEARING

PH-23-039

July 18, 2023

346



# Background & Information

2

- Annually the city receives funding from the U.S. Department of Housing and Urban Development (HUD) from two of the four formula grant programs
  - ▣ Community Development Block Grant (CDBG)
  - ▣ Home Investment Partnerships Act (HOME)
- The city must seek input from the community; hold public hearings; and submit an action plan to HUD for approval

# Community Input & Community Survey

3

- ❑ Community Development Division conducts community planning meetings to gather citizen input on community needs.
  - ▣ Input meetings held January 25 and February 9, 2023
- ❑ Results are posted on City website
- ❑ Results guide the CDAC committee's recommendations for proposed activities for the coming year

# HUD Grant Programs

4

- ❑ **CDBG activities must meet a national objective**
  - ▣ Benefit low- and moderate-income persons
  - ▣ Eliminate slum and blight – area or spot basis
  - ▣ Respond to natural disasters
- ❑ **HOME activities must address housing**
  - ▣ Development and redevelopment of affordable units for tenants and owners, or rental assistance

# Public Hearings & Citizen Comment

5

- ❑ Public hearings scheduled
  - ▣ June 27<sup>th</sup> and July 25<sup>th</sup>
- ❑ Citizen comment for 30 days
  - ▣ June 26 – July 25
  - ▣ Comments must be on the proposed use of funds and may be received via orally or by written comment

# Community Development Grant Programs (CDBG& HOME) Funding FY24

6

□ CDBG grant	\$1,255,131.00
□ Total funding available	<b>\$1,255,131.00</b>
□ HOME grant	\$ 607,371.00
□ Reprogrammed (excess funds from previously completed projects) & Program income (repayment on loans)	\$ 479.43
□ Total funding available	<b>\$ 607,850.43</b>

# Community Development Advisory Committee

7

- Met May 10<sup>th</sup> and 11<sup>th</sup> to review applications for funding
- Application response scored on four dimensions:
  - Significance – extent to which the proposed program/project meets identified objectives & community needs in 2020-2024 5-year Consolidated Plan Strategy
  - Impact & Delivery – the program/project impact on the community need and how assistance will be delivered to the beneficiaries.
  - Feasibility & Compliance – the financial capacity to carry out the proposed program/project and ability to comply with federal regulatory & statutory requirements
  - Leveraging – amount of other funding resources committed to the program/project providing a greater impact

# CDBG Funding Categories

8

- ❑ Public Services
  - ▣ Limited to maximum 15% of annual grant
- ❑ Housing, Public Facilities & Improvements, Code Enforcement and other eligible CDBG projects
  - ▣ 65% + reprogrammed funds
- ❑ Administration
  - ▣ Limited to 20% of annual grant

# Community Development Block Grant – Public Services Funding Requests/Recommendations

9

Agency	Project Description	Amount Requested	CDAC Recommendation
FAMILIES IN CRISIS	DV Shelter Case Manager (salary assistance)	\$30,000.00	\$ 0.00
HILL COUNTRY COMMUNITY ACTION ASSOCIATION	Killeen Senior Meals Program (salary assistance)	\$ 12,558.30	\$ 4,187.00
CITY OF KILLEEN COMMUNITY DEVELOPMENT	Killeen Reunification Program (direct assistant to beneficiaries; payment of salary/fringe of Licensed Master Social Worker)	188,269.00	\$ 94,134.00
KILLEEN POLICE DEPARTMENT	Community Engagement Unit- Operations	\$ 20,000.00	\$ 5,000.00



# Community Development Block Grant – Public Services Funding Requests / Recommendations

10

Agency	Project Description	Amount Requested	CDAC Recommendation
COMMUNITIES IN SCHOOLS – GREATER CENTRAL TEXAS	Connections Program at Killeen Elementary (salary assistance)	19,000.00	19,000.00
BRING EVERYONE IN THE ZONE	Resource Manager (partial salary and fringe)	11,487.00	\$ 5,000.00
GREATER KILLEEN COMMUNITY CLINIC	2023-24 Office Manager (salary assistance)	25,000.00	10,000.00
KILLEEN CREATORS	Community Gardens Expansion & Outreach	20,000.00	\$ 0.00

# Community Development Block Grant – Public Services Funding Requests / Recommendations

11

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN	Elderly Transportation Program (direct assistance to beneficiaries) – elderly transportation services	65,000.00	\$ 50,948.65
<b>Public Services -15% - \$188,269.65</b>		<b>\$391,314.30</b>	<b>\$188,269.65</b>

# Community Development Block Grant – Code Enforcement Forward Commitment

12

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN CODE ENFORCEMENT	Code Enforcement (1 Officer and operations)	\$58,465.00	<b>\$58,465.00</b>
<b>Year 1 of a Forward Commitment of CDBG funds as approved under ordinance 22-055</b>		\$58,465.00	<b>\$58,465.00</b>

# Community Development Block Grant – Housing, Public Facilities & Improvements, Code Enforcement

13

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN BUILDING INSPECTIONS	2023-24 Unsafe Structure Abatement Program (clearance & demolition)	\$88,000.00	\$ 0.00
CITY OF KILLEEN COMMUNITY DEVELOPMENT	Community Reunification and Connections Center (public facility)	\$757,370.00	\$ 757,370.15
<b>Total remaining available funding amount \$757,370.15</b>		<b>\$845,370.00</b>	<b>\$757,370.15</b>

# Home Investment Partnerships (HOME) Program - Housing and Administration Requests / Recommendations

14

Agency	Project Description	Amount Requested	CDAC Recommendation
FORT HOOD AREA HABITAT FOR HUMANITY	Land Acquisition for construction of affordable housing (homeowner)	\$200,000.00	<b>\$456,007.68</b>
CITY OF KILLEEN COMMUNITY DEVELOPMENT	HOME Program Administration (max 10% of annual grant)	\$60,737.10	<b>\$ 60,737.10</b>

# HOME - Community Housing Development Organization Requests / Recommendations

15

Agency	Project Description	Amount Requested	CDAC Recommendation
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)	Required Minimum Set-aside - 15% of annual grant	\$ 91,105.65	<b>\$91,105.65</b>
<b>HOME Program Requests</b>		<b>\$351,842.75</b>	<b>\$607,850.43</b>

# Summary

16

- Required comment period began June 26<sup>th</sup>
  - ▣ Advertised in Killeen Daily Herald, City web page
  - ▣ Comment period ends tonight at the final Public Hearing
- Council to consider an Ordinance adopting the PY2023 Annual Action Plan as presented and after due consideration and receipt of any additional public comments
- Submittal of Program Year 2023/FY24 Annual Action Plan to HUD
  - ▣ Due by Aug 17, 2023
- HUD approval of Annual Plan and release of funding
  - ▣ After October 1, 2023



# City of Killeen

## Staff Report

File Number: PH-23-042

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HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

**DATE:** July 18, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Miranda Drake, Assistant Director of Finance

**SUBJECT:** Budget Amendment

### **BACKGROUND AND FINDINGS:**

This budget amendment addresses two initiatives: 1) appropriates the revenue and expense for the Pavement Management Program at the Killeen Fort Hood Regional Airport; and 2) appropriates the additional funds for the Certificates of Obligation, Series 2023 bond issue and reappropriates project budgets according to City Council direction.

- 1) There is a grant of \$89,190 from the Federal Aviation Administration (FAA) that will pay for 90% of the project and the required 10% grant match will come from the Aviation CIP Fund in the amount of \$9,910.

#### Revenues

USDOT-FAA	\$89,190
TOTAL REVENUE	\$89,190

#### Expenses

Design/Engineering	\$99,100
TOTAL EXPENSE	\$99,100

- 2) The FY 2023 Adopted Budget included projects for a planned Certificates of Obligation (CO) bond issue of \$20,000,000. After two workshops where Citizens provided input along with a website survey to gather Citizen's input, City Council authorized a notice of intent to issue \$32 million CO for a modified list of capital projects.

The original project list included the Animal Services Quarantine Facility (\$1,090,000), City Hall HVAC Upgrades (\$1,545,635), City Hall Structural Improvements (\$975,750), and the Police Department North Annex Remodel (\$7,150,000). In May 2023, the City Council approved the purchase of a new Animal Services Facility for pet adoptions and other operations so that the current adopt facilities can then be used for quarantine facilities. This purchase was paid



for with fund balance and payments that will be made through the Fort Cavazos Intergovernmental Services Agreement over the next two fiscal years. The City Hall improvements, City Hall HVAC upgrades, and Police Department North Annex Remodel were put on hold pending the outcome of a future potential bond election for a new City Hall.

On July 11, 2023, City Council authorized the issuance and sale of Combination Tax and Revenue Certificates of Obligation Bonds in a total aggregate principal amount not to exceed \$32,000,000 for capital projects. The FY 2023 Adopted Budget included budgeted projects for a planned bond issue of \$20,000,000. This budget amendment appropriates the additional bond proceeds and premium, and reappropriates project budgets according to City Council direction.

Revenues

Bond Proceeds \$10,450,000

Premium 1,698,064

TOTAL REVENUE \$12,148,064

Expenses

Design/Engineering \$952,125

Land/ROW 850,000

Construction 9,161,010

Furnitures & Fixtures 51,311

Contingency 735,000

Equipment & Machinery 775,000

Reserve Appropriation (795,446)

Paying Agent Fees/Issuance Costs 419,064

TOTAL EXPENSE \$12,148,064

**THE ALTERNATIVES CONSIDERED:**

Option 1 - Do not approve the ordinance amending the FY 2023 Annual Budget.

Option 2 - Approve the ordinance amending the FY 2023 Annual Budget.

**Which alternative is recommended? Why?**

Option 2 is recommended to approve the ordinance amending the FY 2023 Annual Budget.

**CONFORMITY TO CITY POLICY:**

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

**FINANCIAL IMPACT:**

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

This budget amendment will appropriate the following expenses:

Aviation CIP Grant Fund - \$9,910 for the Pavement Management Program (10% match)  
Aviation AIP Grant Fund - \$89,190 for the Pavement Management Program  
Certificates of Obligation 2023 Bond Fund - \$12,148,064 for Capital Projects

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

One-time

**Is this expenditure budgeted?**

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

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

N/A

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

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

**RECOMMENDATION:**

City Council approve the ordinance amending the FY 2023 Annual Budget.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2022 to September 30, 2023, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to amend the FY 2023 Annual Budget; and

**WHEREAS**, the budget amendment requires City Council approval;

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

**SECTION 1.** That Ordinance 22-067, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2022 to September 30, 2023, be amended as to the portion of said budget as follows:

**Revenues:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
524-0000-332.15-02	USDOT-FAA		\$ 22,131,092
	Pavement Management Program. Appropriate revenue for an Airport Improvement grant from the FAA and the offsetting project expense. Appropriate the required match from the Aviation CIP Fund.	89,190	
	<b>Budget Change Sub-total</b>	89,190	
	<b>Account Sub-total</b>		22,220,282
327-0000-393.01-01	BOND PROCEEDS		20,000,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	10,450,000	
	<b>Budget Change Sub-total</b>	10,450,000	
	<b>Account Sub-total</b>		30,450,000

**Revenues (continued):**

327-0000-393.01-06	PREMIUM		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	1,698,064	
	<b>Budget Change Sub-total</b>	1,698,064	
	<b>Account Sub-total</b>		1,698,064
	<b>REVENUES TOTAL</b>	<b>\$ 12,237,254</b>	<b>\$ 54,368,346</b>

**Expenditures:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
524-0515-521.69-01	DESIGN/ENGINEERING		1,783,524
	Pavement Management Program. Appropriate revenue for an Airport Improvement grant from the FAA and the offsetting project expense. Appropriate the required match from the Aviation CIP Fund.	89,190	
	<b>Budget Change Sub-total</b>	89,190	
	<b>Account Sub-total</b>		1,872,714
523-8905-493.69-01	DESIGN/ENGINEERING		60,300
	Pavement Management Program. Appropriate revenue for an Airport Improvement grant from the FAA and the offsetting project expense. Appropriate the required match from the Aviation CIP Fund.	9,910	
	<b>Budget Change Sub-total</b>	9,910	
	<b>Account Sub-total</b>		70,210
327-8905-493.69-01	DESIGN/ENGINEERING		400,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	350,000	
	<b>Budget Change Sub-total</b>	350,000	
	<b>Account Sub-total</b>		750,000

**Expenditures (continued):**

327-8905-493.69-03	CONSTRUCTION		1,800,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	150,000	
	<b>Budget Change Sub-total</b>	150,000	
	<b>Account Sub-total</b>		1,950,000
327-8920-493.69-01	DESIGN/ENGINEERING		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	2,050,000	
	<b>Budget Change Sub-total</b>	2,050,000	
	<b>Account Sub-total</b>		2,050,000
327-8920-493.69-02	LAND/ROW		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	850,000	
	<b>Budget Change Sub-total</b>	850,000	
	<b>Account Sub-total</b>		850,000
327-8920-493.69-03	CONSTRUCTION		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	13,560,000	
	<b>Budget Change Sub-total</b>	13,560,000	
	<b>Account Sub-total</b>		13,560,000
327-8920-493.69-04	FURNITURE & FIXTURES		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	30,000	
	<b>Budget Change Sub-total</b>	30,000	
	<b>Account Sub-total</b>		30,000

**Expenditures (continued):**

327-8920-493.61-35	EQUIPMENT & MACHINERY		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	775,000	
	<b>Budget Change Sub-total</b>	775,000	
	<b>Account Sub-total</b>		775,000
327-8920-493.69-05	CONTINGENCY		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	735,000	
	<b>Budget Change Sub-total</b>	735,000	
	<b>Account Sub-total</b>		735,000
327-8930-493.69-01	DESIGN/ENGINEERING		600,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(600,000)	
	<b>Budget Change Sub-total</b>	(600,000)	
	<b>Account Sub-total</b>		-
327-8930-493.69-03	CONSTRUCTION		2,000,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	4,500,000	
	<b>Budget Change Sub-total</b>	4,500,000	
	<b>Account Sub-total</b>		6,500,000
327-8932-493.69-01	DESIGN/ENGINEERING		237,875
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(237,875)	
	<b>Budget Change Sub-total</b>	(237,875)	
	<b>Account Sub-total</b>		-

**Expenditures (continued):**

327-8932-493.69-03	CONSTRUCTION		2,283,510
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(2,283,510)	
	<b>Budget Change Sub-total</b>	(2,283,510)	
	<b>Account Sub-total</b>		-
327-8955-493.69-01	DESIGN/ENGINEERING		240,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(240,000)	
	<b>Budget Change Sub-total</b>	(240,000)	
	<b>Account Sub-total</b>		-
327-8955-493.69-03	CONSTRUCTION		850,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(850,000)	
	<b>Budget Change Sub-total</b>	(850,000)	
	<b>Account Sub-total</b>		-
327-8960-493.69-01	DESIGN/ENGINEERING		370,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(370,000)	
	<b>Budget Change Sub-total</b>	(370,000)	
	<b>Account Sub-total</b>		-
327-8960-493.69-03	CONSTRUCTION		10,045,480
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(5,915,480)	
	<b>Budget Change Sub-total</b>	(5,915,480)	
	<b>Account Sub-total</b>		4,130,000

**Expenditures (continued):**

327-8960-493.69-04	FURNITURE & FIXTURES		78,689
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	21,311	
	<b>Budget Change Sub-total</b>	21,311	
	<b>Account Sub-total</b>		100,000
327-8960-493.69-05	CONTINGENCY		190,000
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	-	
	<b>Budget Change Sub-total</b>	-	
	<b>Account Sub-total</b>		190,000
327-8995-493.50-20	RESERVE APPROPRIATION		904,446
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	(795,446)	
	<b>Budget Change Sub-total</b>	(795,446)	
	<b>Account Sub-total</b>		109,000
327-9000-489.72-12	PAYING AGENT FEES		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	1,000	
	<b>Budget Change Sub-total</b>	1,000	
	<b>Account Sub-total</b>		1,000
327-9000-489.73-10	ISSUANCE COSTS		-
	Appropriate funding for the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects as approved by City Council on July 11, 2023.	418,064	
	<b>Budget Change Sub-total</b>	418,064	
	<b>Account Sub-total</b>		418,064
	<b>EXPENDITURES TOTAL</b>	<b>\$ 12,247,164</b>	<b>\$ 34,090,988</b>



**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 38 and 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 25<sup>th</sup> day of July, 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED**

\_\_\_\_\_  
Debbie Nash-King  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Laura J. Calcote  
City Secretary

\_\_\_\_\_  
Holli C. Clements  
City Attorney



# BUDGET AMENDMENT

PH-23-042

July 18, 2023

372

# Budget Amendment

2

- Pavement Management Program - \$99,100
  - \$89,190 – FAA Airport Improvement Grant (90%)
  - \$9,910 – Required 10% match – Aviation CIP Fund
- Certificates of Obligation, Series 2023 - \$32,148,064
  - Original Adopted Budget included \$20,000,000
  - Amendment adds \$12,148,064 and reappropriates project budgets according to City Council direction

# Budget Amendment (cont'd)

3

<b>Project</b>	<b>Revenue</b>	<b>FY 2023 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
Pavement Program	USDOT-FAA	\$ -	\$ 89,190	\$ 89,190
	<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 89,190</b>	<b>\$ 89,190</b>
<b>Project</b>	<b>Expense</b>	<b>FY 2023 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
Pavement Program	Design/Engineering	\$ -	\$ 99,100	\$ 99,100
	<b>Total Expense</b>	<b>\$ -</b>	<b>\$ 99,100</b>	<b>\$ 99,100</b>

# Budget Amendment (cont'd)

4

Project	Revenue	FY 2023 Budget	Budget Change	Amended Budget
Certificates of Obligation	Bond Proceeds	\$ 20,000,000	\$ 10,450,000	\$ 30,450,000
	Premium	-	1,698,064	1,698,064
	<b>Total Revenue</b>	<b>\$ 20,000,000</b>	<b>\$ 12,148,064</b>	<b>\$ 32,148,064</b>

Project	Revenue	FY 2023 Budget	Budget Change	Amended Budget
Animal Services Quarantine Facility	Design/Engineering	\$ 240,000	\$ (240,000)	\$ -
	Construction	850,000	(850,000)	-
City Hall Hvac Upgrades	Design/Engineering	150,000	(150,000)	-
	Construction	1,395,635	(1,395,635)	.375

# Budget Amendment (cont'd)

5

Project	Revenue	FY 2023 Budget	Budget Change	Amended Budget
City Hall Structural Improvements	Design/Engineering	87,875	(87,875)	-
	Construction	887,875	(887,875)	-
Police Department North Annex Remodel	Design/Engineering	150,000	(150,000)	-
	Construction	7,000,000	(7,000,000)	-

# Budget Amendment (cont'd)

6

Project	Revenue	FY 2023 Budget	Budget Change	Amended Budget
Evidence Storage Building	Design/Engineering	200,000	(200,000)	-
	Construction	2,043,724	706,276	2,750,000
	Furniture & Fixtures	78,689	21,311	100,000
	Contingency	190,000	-	190,000
Fleet Services Facility	Design/Engineering	-	2,050,000	2,050,000
	Land/Row	-	850,000	850,000
	Construction	-	13,560,000	13,560,000
	Furniture & Fixtures	-	30,000	30,000
	Equipment & Machinery	-	775,000	775,000
	Contingency	-	735,000	735,000

# Budget Amendment (cont'd)

7

<b>Project</b>	<b>Revenue</b>	<b>FY 2023 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
New Park Development	Construction	-	4,500,000	4,500,000
Parks Maintenance Facility	Design/Engineering	600,000	(600,000)	-
	Construction	2,000,000	-	2,000,000
Parking Lot Expansion For Police Headquarters	Design/Engineering	20,000	(20,000)	-
	Construction	1,001,756	378,244	1,380,000
				378



# Budget Amendment (cont'd)

8

Project	Revenue	FY 2023 Budget	Budget Change	Amended Budget
Skylark New Fixed Base Operator Building	Design/Engineering	400,000	350,000	750,000
	Construction	1,800,000	150,000	1,950,000
	Reserve Appropriation	904,446	(795,446)	109,000
	Paying Agent Fees	-	1,000	1,000
	Issuance Costs	-	418,064	418,064
	<b>Total Expense</b>	<b>\$ 20,000,000</b>	<b>\$ 12,148,064</b>	<b>\$ 32,148,064</b>

# Recommendation

9

City Council approve the ordinance amending the FY 2023 Annual Budget



# City of Killeen

## Staff Report

File Number: DS-23-069

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Municipal Court Briefing



# MUNICIPAL COURT BRIEFING

DS-23-069

July 18, 2023

382

- ❑ Number of June 2023 Defendants
- ❑ Funds Collected
- ❑ National Center for State Courts CourtTool Metrics
  - ▣ Clearance Rate
  - ▣ Time to Disposition
  - ▣ Age of Pending Caseload
  - ▣ Trial Date Certainty

**3**

## Municipal Court Challenges

June 2023

4

## Number of Defendants

June 2023

## June 2023 Defendants

5

- 1,441 defendants serviced by clerks in lobby
- 341 defendants appeared for court dockets



6

## Funds Collected

May-June 2023

# Funds Collected

7

- Total funds collected by the court for fines, fees, and court costs
- This metric shows how much money was retained by the City and how much money was remitted to the State
- Determines the total amount of funds collected by the court

# Funds Collected

8

		Funds Collected		
Month/Year	Kept By City	Remitted to State	Total Collected	Comments
May-23	\$249,389	\$108,191	\$357,580	
Jun-23	\$241,381	\$117,362	\$358,743	

9

## National Center for State Courts CourtTool Metrics

May 2023 – June 2023

# Clearance Rate

10

- The number of outgoing cases as a percentage of the number of incoming cases
- The clearance rate measures whether the court is keeping up with its incoming caseload

# Clearance Rate

11

Month/Year	Actual	Clearance Rate	
		National Time Standards	Comments
May-23	99.59%	100% or higher	
Jun-23	58.80%	100% or higher	The number of case filings increased, and the number of cases disposed decreased compared to previous month.

# Time to Disposition

12

- The percentage of cases disposed or otherwise resolved within established time frames
- This measure, used along with the Clearance Rate and Age of Active of Pending Caseload, is an essential management tool that assesses the length of time it takes a court to process cases

# Time to Disposition

13

Actual (10% of Sample Cases)					
Month/Year	% of Cases Disposed - Within 60 Days	% of Cases Disposed - Within 90 Days	% of Cases Disposed - Within 180 Days	National Time Standards	Comments
May-23	27.52%	34.90%	47.65%	75% of cases disposed within 60 days 90% within 90 days;	Court did not issue many warrants between 2018 - 2022. Therefore, the number of days between the file date and the time of disposition is significantly large and the cases never went into an inactive state. For cases in which there is a warrant, they go into an inactive state. Once the warrant is recalled the case is reactivated and the clock starts over when calculating the number days to disposition. As a result, the number of days to disposition is significantly large.
Jun-23	29.34%	37.72%	66.47%	98% within 180 days	



# Age of Pending Caseload

14

- The age of the active cases that are pending before the court, measured as the number of days from filing until the time of measurement
- Cases that are filed but are not yet disposed are what make up the court's pending caseload

# Age of Pending Caseload

15

Month/Year	% of Pending Cases 1-60 Days Old	% of Pending Cases 61-90 Days Old	Actual Data		National Time Standards	Comments
			% of Pending Cases 91-180 Days Old	% of Pending Cases Older than 180 Days		
May-23	3.06%	1.68%	3.89%	91.37%	75% of cases disposed within 60 days; 90% within 90 days; 98% within 180 days	The court still has a significant backlog that it is trying to address. The court is preparing to conduct a docket clean up and it has resumed processing warrants.
Jun-23	3.84%	1.53%	4.29%	90.34%		

# Time Date Certainty

16

- The number of times cases disposed by trial are scheduled for trial
- This metric provides a tool for management to evaluate the effectiveness of calendaring and continuance practices

# Trial Date Certainty

17

Month/ Year	% of Cases Disposed - Bench Trials	Average Number of Trial Settings - Bench Trials	Actual Data		National Time Standards	Comments
			% of Cases Disposed - Jury Trials	Average Number of Trial Settings - Jury Trials		
May-23					90% of cases disposed with 2 or fewer trial settings	No Bench or Jury Trials Held
Jun-23						No Bench or Jury Trials Held

# Summary

18

- ❑ Municipal Court Challenges
- ❑ Number of June 2023 Defendants
- ❑ Funds Collected
- ❑ National Center for State Courts CourtTool Metrics
  - ▣ Clearance Rate
  - ▣ Time to Disposition
  - ▣ Age of Pending Caseload
  - ▣ Trial Date Certainty

# End

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☐ Questions



# City of Killeen

## Staff Report

File Number: DS-23-075

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Discuss Proposed FY24 Operating and CIP Budget



# City of Killeen

## Staff Report

File Number: DS-23-070

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Discuss the October 10, 2023 Regular City Council Meeting





# City of Killeen

## Staff Report

File Number: DS-23-071

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Discuss and consider a Health Program and possible reallocation of ARPA funding.



# ARPA PROJECT STATUS

DS-23-071

July 18, 2023

404

# ARPA Project Status

**Coronavirus State and Local Fiscal Recovery Funding Amount** **\$ 29,117,907**

Approved Uses	Amount Allocated	Amount Spent To Date 6/30/2023	Remaining Balance
<i>Hotel Occupancy Tax Fund:</i>			
Personnel	\$ 366,822	\$ 261,582.19	\$ 28,751,085
Grants to the Arts	394,905	287,693.00	28,356,180
Deferred Maintenance -			
KCCC HVAC Replacement	1,078,000	49,776.00	27,278,180
KCCC Lighting Upgrades	126,680	-	27,151,500
KCCC Interior Doors	80,300	80,300.00	27,071,200
KCCC Camera Upgrade	22,055	12,613.89	27,049,145
KCCC Replacement Tables	16,610	16,609.59	27,032,535
Special Events Ctr Comm Fans	11,679	11,679.00	27,020,856
KCCC Podiums	5,870	5,870.15	27,014,986
KCCC Restripe Parking Lot	4,990	4,990.00	27,009,996
KCCC Landscaping	15,195	15,194.87	26,994,801
KCCC Bay Door	12,982	12,982.00	26,981,819
	<u>2,136,088</u>	<u>759,290.69</u>	

# ARPA Project Status

Approved Uses	Amount Allocated	Amount Spent To Date 6/30/2023	Remaining Balance
<i>General Fund:</i>			
Public Safety Premium Pay -			
Premium Pay PD	\$ 2,343,497	\$ 1,837,428.27	\$ 24,638,322
Premium Pay FD	2,211,284	1,626,606.78	22,427,038
Quarantine Expenses	1,076	1,075.34	22,425,962
Boys and Girls Club	750,000	250,000.00	21,675,962
Business Assistance	1,145,507	918,803.78	20,530,455
Downtown Events	332,000	237,953.39	20,198,455
Mental Health Program Police & Fire -			
PD Mental Health Program	250,000	33,077.82	19,948,455
FD Mental Health Program	250,000	22,842.23	19,698,455
Hill Country Transit District (HOP) - Route Options	1,100,000	933,343.22	18,598,455
Non-Profit Organization Assistance	150,000	150,000.00	18,448,455
	<u>8,533,364</u>	<u>6,011,130.83</u>	

# ARPA Project Status

Approved Uses	Amount Allocated	Amount Spent To Date 6/30/2023	Remaining Balance
<i>Governmental CIP Fund:</i>			
Emergency Operations Center/Fire Operations	\$ 11,900,000	\$ 298,452.68	\$ 6,548,455
Police Range & Training Facility	250,000	-	6,298,455
Hill Country Community Action (Meals-On-Wheels)	200,000	-	6,098,455
Conder Park	1,918,000	1,244,703.68	4,180,455
Long Branch Park	500,000	450,231.95	3,680,455
Phyllis Park	300,000	183,781.14	3,380,455
Long Branch Pool	590,000	153,396.20	2,790,455
Stewart Park	600,000	482,105.26	2,190,455
Gap Sidewalks	750,000	-	1,440,455
Back Up Generators for Water/Sewer Pump & Lift Stations	500,000	106,000.00	940,455
	<u>17,508,000</u>	<u>2,918,670.91</u>	

# ARPA Project Status

Approved Uses	Amount Allocated	Amount Spent To Date 6/30/2023	Remaining Balance
<b><i>FY 2023 Appropriations:</i></b>			
Youth Summer Program	\$ 216,567	18,908.37	\$ 723,888
Traffic Monitoring Center Upgrade	132,287	83,307.40	591,601
Speed Mitigation Measures throughout City	250,000	-	341,601
Trail Upgrades (4 trails @ \$25K each)	100,000	-	241,601
Central Texas Alcohol Rehabilitation Center	70,000	10,335.00	171,601
Grocery Store Initiative (plus KPFC funding of \$70K)	20,328		151,273
	<u>789,182</u>	<u>112,551</u>	
	<u>\$ 28,966,634</u>	<u>\$ 9,801,643.20</u>	<u>\$ 151,273</u>

# Grocery Store Initiative

□ ARPA Funds	\$20,328
□ Killeen Public Facility Corp. Funds	<u>\$70,000</u>
Total	\$90,328

## Allocated:

Oasis Fresh Market (YTD spent \$2,900)	\$42,000
Remaining Balance Available for Allocation	\$48,328



# City of Killeen

## Staff Report

File Number: DS-23-072

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Discuss potential Bond Issue and Bond Election





# City of Killeen

## Staff Report

File Number: DS-23-073

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Discuss City Council tours of other City Hall facilities



# City of Killeen

## Staff Report

File Number: DS-23-074

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Receive update on pending or contemplated litigation