



City of Killeen

Regular City Council Meeting Agenda

July 16, 2013

Killeen City Hall
101 North College Street
City Council Chambers
5:00 P.M

Call to Order and Roll Call

___ Daniel A. Corbin, Mayor	___ Glenn Morrison
___ Elizabeth Blackstone	___ City Manager
___ Terry J. Clark	___ Kathryn H. Davis
___ Jared Foster	___ City Attorney
___ Wayne Gilmore	___ Paula Miller
___ Steve Harris	___ City Secretary
___ Jonathan Okray	___ Sergeant-At-Arms
___ Jose Segarra	

Invocation

Pledge of Allegiance

Approval of Agenda

Consent Agenda

- CA-1 Consider minutes of Regular City Council Meeting of June 25, 2013.
- CA-2 Consider a memorandum/resolution authorizing payment of the annual maintenance contract renewal for SunGard Public Sector.
- CA-3 Consider a memorandum/resolution for a City/Owner Agreement to extend a Sanitary Sewer Interceptor within the Eagle Valley Subdivision.
- CA-4 Consider a memorandum/resolution for a City/Owner Agreement to extend a Minor Collector Street within the Trimmier Estates, Phase Four Subdivision.

- CA-5 Consider a memorandum/resolution for the Lease-Purchase of twelve (12) unmarked vehicles for the Police Fleet.
- CA-6 Consider a memorandum/resolution approving the sale of an approximately 15 acre tract of land adjacent to Skylark Field to the Killeen Economic Development Corporation, and authorizing the City Manager to carry out the sale.
- CA-7 Consider a memorandum/resolution approving the appointment of a City Secretary.
- CA-8 Consider a memorandum/resolution approving the appointment of an Executive Director of Finance.

Public Hearings / Ordinances

- PH-1 **HOLD** a public hearing to provide citizens the opportunity to comment, and City Council to discuss and take action on the Interlocal Agreement and application of the Edward Byrne Memorial Justice Grant (JAG) FY 2013-14.
- PH-2 **HOLD** a public hearing and consider an ordinance requested by Y & J Investment Management, Inc., (**Case #Z13-20**) to rezone part of Lot 1, Block 1, Y & J Addition from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District). The property is locally known as 1103 W. Veterans Memorial Boulevard, Suite 105, Killeen, Texas.

Ordinances / Resolutions

- OR-1 Consider an ordinance approving Arts Commission recommendations for disbursement of hotel/motel tax funds FY 2013-2014.

Adjournment

CLOSED MEETINGS

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.

AMERICANS WITH DISABILITIES ACT

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

Future Workshop Items

The following items have been scheduled for workshop discussion on the dates shown. The final scheduling of these items is dependent upon the presenters/interested parties being available on the dates projected.

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.

- Community Forum, July 15, 2013, 6:00 p.m., Killeen Police Headquarters
- Greater Killeen Chamber of Commerce Luncheon, July 24, 2013, 11:30 a.m., Central Texas College
- Korean War Veterans Associations Banquet, July 27, 2013, 6:15 p.m., Club Hood, Fort Hood

City of Killeen
Regular City Council Meeting
Killeen City Hall
June 25, 2013
5:00 p.m.

Presiding: Mayor Pro-Tem Elizabeth Blackstone

Attending: Councilmembers, Terry Clark, Jared Foster, Wayne Gilmore, Steve Harris, and Jonathan Okray

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, and City Secretary Paula Miller

Absent: Mayor Daniel A. Corbin, Councilmember Jose Segarra

Councilmember Okray gave the invocation, and Councilmember Clark led everyone in the pledge of allegiance.

Approval of Agenda

Councilmember Clark moved to approve the agenda as written, seconded by Councilmember Harris. The motion was unanimously approved.

Consent Agenda

CA-1 Consider minutes of Regular City Council Meeting of June 11, 2013.

CA-2 Consider a memorandum/resolution [13-064R] authorizing Parks and Recreation to enter into a lease agreement with Marathon Fitness for cardiovascular equipment.

This three-year lease of cardiovascular equipment will be paid from the equipment replacement account, and total cost of the lease is \$110,093.26.

CA-3 Consider a memorandum/resolution [13-065R] for a recommendation to the Employee Benefit Trust to award RFP No. 13-14 Group Employee Term Life and Accidental Death & Dismemberment Insurance Benefits.

Staff recommends that the City Council make a recommendation to the Employee Benefit Trust to award the bid for employee term life and accidental death and dismemberment insurance to Dearborn National.

CA-4 Consider a memorandum/resolution [13-066R] approving a Communications Facilities License agreement extension with Aeronautical Radio, Inc., d/b/a ARINC at Killeen-Fort Hood Regional Airport.

Staff has negotiated a five-year lease with Aeronautical Radio for extension of a lease that originated in 2007. The company provides voice and data communications services to airlines and corporate aircraft at the airport. The lease will run through June 30, 2018.

CA-5 Consider a memorandum/resolution [13-067R] approving an Interlocal agreement for cooperative purchasing for actuarial shared services regarding GASB 45 with North Central Texas Council of Governments.

GASB 45 requires an actuarial study on post-employment benefits at least biennially. Staff recommends an interlocal agreement for cooperative purchasing for actuarial shared services with the North Central Texas Council of Governments.

CA-6 Consider a memorandum/resolution [13-068R] appointing an independent auditor at the recommendation of the Audit Committee for the fiscal year ending September 30, 2013.

In 2012, the City Council awarded an agreement with Weaver LLP for independent audit services for the fiscal year ended September 30, 2012. The agreement included a renewal option for three additional years. Staff recommends Weaver LLP again be approved as independent auditor for the fiscal year ended September 30, 2013.

Councilmember Okray moved to approve the above items on the Consent Agenda, seconded by Councilmember Harris. The motion was approved unanimously.

Public Hearings / Ordinances

PH-1 **HOLD** a public hearing and consider an ordinance adopting the FY 2013-2014 Annual Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnerships (HOME) program (2nd of 2 public hearings).

The caption of the ordinance was read as follows:

AN ORDINANCE AUTHORIZING THE 2013-2014 ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$959,678.00 IN FY 2013-14 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS IN THE AMOUNT OF \$141,379.94 FOR A TOTAL EXPENDITURE OF \$1,101,057.94 OF CDBG FUNDS; AND THE APPLICATION OF \$313,692.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS IN THE AMOUNT OF \$275,592.78 FOR A TOTAL EXPENDITURE OF \$589,284.78 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

CDBG Director Leslie Hinkle reported this was the second of two required public hearings. She introduced the HUD representative and members of the CDAC committee in attendance at tonight's meeting.

CDAC Chair Kim Barr reported the committee's recommendation as follows:

CDBG Public Services:

Bell County Human Services - \$4,974.38
Bring Everyone in the Zone - \$10,974.38
Communities In Schools of Greater Central Texas, Inc. - \$20,056.28
Families in Crisis, Inc. - \$5,974.38
Greater Killeen Free Clinic - \$25,000.00
Hill Country Community Action Assoc. /Aging Services - \$5,980.29
Killeen Housing Authority, summer camp program 2014 - \$991.99
City of Killeen Transportation Program, elderly transportation - \$70,000.00

Housing:

Housing Renewal Program – \$221,912.00

Acquisitions, Public Facilities and Improvements:

Central Texas 4C, Inc. Head Start surveillance systems - \$32,694.20
Families in Crisis, Inc.: homeless shelter renovations - \$510,564.44

Administration/Planning:

Administration and Planning of CDBG Program - \$191,935.60

Total CDBG Funds Allocated - \$1,101,057.94

Home Investment Partnerships (HOME) Program:

Administration - \$31,369.20
Community Housing Development Organizations [CHDO] Set Aside, 2013-14 minimum set aside requirement - \$47,053.80
Families In Crisis, Inc. Tenant Based Rental Assistance program - \$213,853.24
City of Killeen Community Development Division Elderly TBRA program - \$207,008.54
City of Killeen Community Development Division 2013-14 HAP assistance with repairs - \$90,000.00

Total Home Funds Allocated - \$589,284.78

Mayor Pro-Tem Blackstone opened the public hearing. With no one appearing, the public hearing was closed.

Councilmember Okray moved to approve the ordinance [13-048], seconded by Councilmember Clark. The motion was approved unanimously.

PH-2 **HOLD** a public hearing and consider a plat submitted by G. Wayne Cospers (Case #12-022RRS: Cospers Ridge Estates, Phase Four) being a residential replat of Lots 1-6, Block 1, Lot 1, Block 2, Lots 1 and 2, Block 3, Lot 1, Block 4, Cospers Ridge Estates, Phase Three and 15.204 acres out of the W. H. Cole Survey, Abstract No. 200. The property is located south of Cospers Ridge Estates Phase Two, Killeen, Texas [13-069R].

The developer changed the lot configuration and added unplatted land into the subdivision. It now contains sixty-nine lots and extends five local streets that were platted in a previous phase. The Planning and Zoning Commission recommended approval of the replat.

Mayor Pro-Tem Blackstone opened the public hearing. With no one appearing, the public hearing was closed.

Councilmember Gilmore moved to approve the plat, seconded by Councilmember Foster. The motion was approved unanimously.

PH-3 **HOLD** a public hearing and consider a plat submitted by Barnes Independent Developers GP, L.L.C. (Case #13-011RRS: Eagle Valley, Phase II) being a replat of approximately 9.478 acres, part of the W. L. Harris Survey, Abstract No. 1155, and a residential replat of Lots 21 – 46 and Lots 58 – 62, Block 1, Lots 1 -12 and Lots 16 – 18, Block 2, Lot 1, Block 3, and Lots 34 -37, Block 4, Eagle Valley Addition. The property is located south of W. Stan Schlueter Loop, Killeen, Texas [13-070R].

This residential replat consists of three blocks, sixty-nine lots, and two drainage tract blocks, and is zoned single-family residential. The Planning and Zoning Commission recommended approval of the replat.

Mayor Pro-Tem Blackstone opened the public hearing. Colette Marshall appeared in support of the request. With no one else appearing, the public hearing was closed.

Councilmember Foster moved to approve the plat, seconded by Councilmember Okay. The motion was approved unanimously.

PH-4 **A. HOLD** a public hearing and consider a request to change the Comprehensive Plan Future Land Use Map from General Residential to Multi-family Residential for approximately 4.004 acres located along the south right-of-way of Janelle Drive, approximately 920 feet east of the t-intersection of Clear Creek Road.

B. HOLD a public hearing and consider an ordinance requested by House Cross Associates, LTD (Case #Z13-18) to rezone Lot 1, Block 1, Elms Creek Addition, Phase Two from B-3 (Local Business District) to R-3A (Multifamily Apartment Residential District). The property is located on Janelle Drive east of Clear Creek Road and is locally known as 5100 Janelle Drive, Killeen, Texas.

The captions of the ordinances were read as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'GENERAL RESIDENTIAL' TO 'MULTIFAMILY RESIDENTIAL' FOR APPROXIMATELY 4.004 ACRES OF LAND LOCATED ALONG THE SOUTH RIGHT-OF-WAY OF JANELLE DRIVE, APPROXIMATELY 920 FEET EAST OF CLEAR CREEK ROAD (S.H. 201), KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-3 (LOCAL BUSINESS DISTRICT) TO R-3A (MULTIFAMILY APARTMENT RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This request to change the land use map from General Residential to Multifamily Residential would allow development for multifamily apartments instead of duplex development, and staff noted a lack of multifamily in this area. The Planning and Zoning Commission recommended approval of the request. The rezoning request to rezone from B-3 to R-3A is consistent with the requested change of the FLUM. There was no response to the two letters of notification, and the Planning and Zoning Commission recommended approval of the rezoning request. A planned unit development is not requested or required due to the lot size and number of units.

Mayor Pro-Tem Blackstone opened the public hearing. Shane Turner, 7609 Woodway Drive, Woodway, appeared in support of the request. With no one else appearing, the public hearing was closed.

Councilmember Gilmore moved to approve the ordinances [13,049, 13-050], seconded by Councilmember Foster. The motion was approved unanimously.

PH-5 **HOLD** a public hearing and consider an ordinance requested by WBW Land Investment, LP (Case #Z13-23) to rezone approximately 2.904 acres part of the J. E. Madera Survey, Abstract No. 600, T. Arnold Survey, Abstract No. 55 and the J. H. Lewis Survey, Abstract No. 1171, from 'A' (Agricultural District) to R-1 (Single-family Residential District). The property is located on the east right-of-way of Clear Creek Road approximately 0.5 miles south of Mohawk Drive, Killeen, Texas.

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM A (AGRICULTURAL) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

When this property was annexed into the city, this tract of land was not included in the rezoning and remains agricultural. This will be part of The Landing at Clear Creek, and the rezoning is consistent with the land use map. There was no response to the eight letters of notification, and the Planning and Zoning Commission recommended approval of the request.

Mayor Pro-Tem Blackstone opened the public hearing. With no one appearing, the public hearing was closed.

Councilmember Okray moved to approve the ordinance [13-051], seconded by Councilmember Gilmore. The motion was approved unanimously.

Ordinances / Resolutions

OR-1 Consider a memorandum/resolution [13-071R] appointing Councilmembers to various boards and commissions.

Central Texas Council of Governments: Elizabeth Blackstone will replace Michael Lower.

Transportation Planning Committee (K-T MPO): Elizabeth Blackstone will replace Michael Lower.

Board of Directors, Killeen Sister City Committee: Steve Harris will replace Michael Lower.

Bell County Board of Health: Steve Harris will replace Michael Lower.

Board of Adjustments & Appeals – Construction: Steve Harris will replace Michael Lower.

Board of Adjustments & Appeals – Airport Zoning: Steve Harris will replace Michael Lower.

Councilmember Foster moved to approve the above appointments, seconded by Councilmember Okray. The motion was unanimously approved.

OR-2 Consider a memorandum/resolution [13-072R] appointing members to various boards and commissions.

Arts Commission: Jennifer Hetzel to replace Dr. Ann Farris and Tony Cleaver to replace Eric Shephard.

Board of Adjustments and Appeals (Construction Board): Tracy Archer to replace Gregory Garrett and Eugene Kim to replace Chester W. Southworth, Sr.

Killeen Volunteers, Inc.: Larry Egly to replace JoAnn Purser.

Councilmember Foster moved to approve the above appointments, seconded by Councilmember Clark. The motion was unanimously approved.

OR-3 Consider an ordinance approving and adopting a Rate Review Mechanism Tariff for Atmos Energy Corporation, Mid-Tex Division.

The caption of the ordinance was read as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, (“CITY”) APPROVING AND ADOPTING RATE SCHEDULE “RRM – RATE REVIEW

MECHANISM” FOR ATMOS ENERGY CORPORATION, MID-TEX DIVISION TO BE IN FORCE IN THE CITY FOR A PERIOD OF TIME AS SPECIFIED IN THE RATE SCHEDULE; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND ACSC LEGAL COUNSEL.

A rate review mechanism (RRM) was approved in 2007 to review rate increase requests from Atmos Energy, and it expired in 2011. Atmos filed a complete rate case in 2012 and was approved by the Railroad Commission in December 2012. Atmos and Atmos Cities Steering Committee (ACSC), a group of approximately 150 cities served by Atmos and of which the City of Killeen is a member, reached a tentative agreement for a revised RRM tariff. As part of the agreement, there will be no residential customer charge increases for the first year, and no more than \$0.50 per month in any subsequent RRM period.

Councilmember Okray moved to approve the ordinance [13-052], seconded by Councilmember Harris. The motion was approved unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Clark, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 5:54 p.m.

Elizabeth Blackstone, Mayor Pro-Tem

Paula Miller, City Secretary

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

**Annual Software Maintenance
Contract Renewal for SunGard Public
Sector**

ORIGINATING DEPARTMENT

Information Technology Department

BACKGROUND INFORMATION

SunGard Public Sector (formally SunGard HTE) was purchased in 1998 for \$1.2 million dollars. Over the past fifteen years we have added additional modules at \$330,000, bringing our total enterprise software investment to \$1.53 million dollars. SunGard Public Sector provides the City an integrated suite of software products including Financials, Human Resources, Courts, Building Permits, Utility Billing, and Code Enforcement. The maintenance covers technical support calls, ongoing education, improvements to infrastructure, and product enhancements.

DISCUSSION/CONCLUSION

On an annual basis, the Information Technology Department renews the software maintenance for our enterprise software, SunGard Public Sector. SunGard Public Sector is the sole source to acquire this annual maintenance. As the software ages, the maintenance cost increases at the rate of approximately 4% per year.

FISCAL IMPACT

These costs are included in the 2012-13 budget as follows:

Water and Sewer	550-9508-492-4243	\$32,612.00
Solid Waste	540-9508-439-4243	\$9,846.00
Aviation	525-9508-521-4243	\$8,848.00
General Fund	010-9508-491-4243	\$67,765.21
Drainage	575-9508-492-4243	\$14,270.00
Conference Center	214-9508-457-4243	\$4,424.00
	Total	\$137,765.21

RECOMMENDATION

The Staff recommends that the City Manager be authorized to execute the renewal of the annual maintenance contract from SunGard Public Sector in the amount of \$137,765.21 and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

CITY/OWNER AGREEMENT TO EXTEND A 12-INCH DIAMETER GRAVITY SANITARY SEWER INTERCEPTOR AS PART OF THE EAGLE VALLEY SUBDIVISION

ORIGINATING DEPARTMENT

PUBLIC WORKS/ENGINEERING

BACKGROUND INFORMATION

The developer of the Eagle Valley Subdivision agreed to participate with the City of Killeen to increase the size of certain public infrastructure. The development abuts homestead residential properties to the west; commercial-zoned developed and undeveloped properties along Stan Schlueter Loop/Farm-to-Market 3470 to the north; and agricultural land to the east and south of the subdivision.

DISCUSSION/CONCLUSION

Section 26-85 of the Killeen Code of Ordinances defines the process wherein the City may enter into an agreement with a developer to construct public improvements, not including a building, related to land development. Under such an agreement, the developer constructs the improvements and the City participates in project costs within prescribed limits.

To begin the process, the developer submits a letter of intent seeking City cost participation - in this specific case, for over-sizing public streets and a sanitary sewer main. The request for City cost participation must be in association with a proposed subdivision of land. Through review of appropriate documentation, City staff and the developer come to a mutual understanding of project scope and over-sizing (i.e., not infrastructure required to support any development itself, but additional material and labor required to meet a defined public benefit or regional need).

The developer performs the public improvement project under the terms and conditions of an agreement-in-form approved by the City Attorney. This standard form agreement conforms to Local Government Code requirements for City participation and was adopted by City Council resolution (CCM/R 02-112R). In support of a proposed agreement, the developer must provide a detailed quantity take-off presenting the differential costs for over-sizing public infrastructure. This is accomplished by a standard form of cost tabulation requested by Public Works staff to evaluate whether the developer-proposed project costs are reasonable and reflect current industry standards.

The developer must clearly delineate public benefits and provide discrete over-sizing costs for the proposed project. A project evaluation is performed by Public Works/Engineering staff, which includes a vetting of all proposed unit costs and rates. The sources of construction cost data for review and comparison include other recent city-owner agreement costs for similar work (among local developers), as well as bid tabulations from recent similar capital improvement projects advertised by the City. On occasion, staff evaluation of project costs includes a review of regional or national cost indices for infrequently-performed or unique construction. City staff may also pursue best-value negotiations with the developer that may include, but not necessarily be limited to, alternate utility alignments or alternate construction materials.

Once a mutual project understanding is achieved, the proposed project and cost participation summary is submitted to the developer for his concurrence. Under past standing protocol, an owner-executed agreement is forwarded directly to the City Council for consideration. Agreements are often considered concurrent with a plat application for the subdivision in which the proposed project would be constructed, though Killeen Code of Ordinances Section 26-85(b)(5) allows consideration of a city-owner agreement at any time during the development process.

The 2007 Water and Wastewater Master Plan Update included a gravity sanitary sewer interceptor (Project 7S) that supports development within the upper portion of the North Reese Creek sub-basin west of State Highway 195 and north of State Highway 201. The uppermost portion of the gravity interceptor serving this basin extends to the Eagle Valley subdivision, and adjoins a 12-inch/15-inch diameter gravity sanitary sewer interceptor to the south of the subdivision. The line then connects to an 18-inch diameter gravity sanitary sewer interceptor, which flows to the City's lift station on the Texas A&M University - Central Texas campus (Lift Station No. 20).

Construction of Project 7S was completed in October 2011. While a 12-inch diameter gravity sanitary sewer interceptor extended up to the Eagle Valley Subdivision, it did not continue through the subdivision. The developer of the Eagle Valley Subdivision chose to phase the build out of the subdivision and completed the extension of the gravity sanitary sewer interceptor to serve Construction Phase One of the subdivision, which is the project represented by the attached City/Owner Agreement. The 12-inch diameter gravity sanitary sewer interceptor was designed to serve the full sewer basin south of Stan Schlueter Loop, which includes the Eagle Valley Subdivision.

In accordance with the City's Development Code, a developer is required to provide (at the developer's sole cost) sanitary sewer mains sized to fully serve the proposed development. For the Eagle Valley subdivision, the largest required sewer main is 8-inches in diameter. The attached City/Owner Agreement reflects the cost to increase 1,318 linear of sanitary sewer main to a 12-inch diameter gravity interceptor with appurtenances (\$12,817.90). The project costs were reviewed by staff. They are reasonable and reflect prevailing industry construction costs.

FISCAL IMPACT

Funding in the amount of \$12,817.90 for the extension of the 12-inch diameter gravity interceptor is available in the Water & Wastewater Master Plan Project 7S Extension Account 384-3495-800.54-33.

RECOMMENDATION

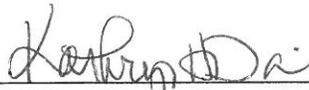
Recommend that the City Council agree to construct a 12-inch diameter gravity interceptor in association with the Eagle Valley Subdivision, and to authorize the City Manager to execute a City/Owner Agreement for these Public Improvements.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY OF KILLEEN § CITY/OWNER AGREEMENT-IN-PRINCIPAL
COUNTY OF BELL § TO OVERSIZE SELECTED SANITARY
STATE OF TEXAS § SEWER INFRASTRUCTURE ASSOCIATED
§ WITH EAGLE VALLEY SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF KILLEEN is authorized by law to approve development plats within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, BARNES INDEPENDENT DEVELOPERS, L. P., have submitted and obtained final plat approval of EAGLE VALLEY, a subdivision development, by the City Council of Killeen; and

WHEREAS, the Killeen Code of Ordinances requires the completion of certain public improvements in connection with development to safeguard the health, safety and general welfare of the community,

WHEREAS, said improvements should promote the orderly and planned development of public infrastructure within the City, and are intended to overcome the detrimental effects of inadequate and over-taxed public infrastructure; and

WHEREAS, the construction of publicly-dedicated sanitary sewer improvements should be of adequate capacity to convey wastewater discharges from fully-developed wastewater drainage basins; and

WHEREAS, the City has identified a need for additional wastewater conveyance capacity for future development east of Clear Creek Road and south of Watercrest Road; and

WHEREAS, the benefits of such Public Improvements are to the Owner, the City, and the Public; and

WHEREAS, the City's purposes in entering into this Agreement are to encourage development in an equitable manner, and to minimize the City's costs associated with the design and construction of such public infrastructure; and

WHEREAS, the parties to this Agreement wish to provide for the protection of the rights and interests of the respective parties and to document for posterity a record of their agreement so that the public interest of the citizens of the City of Killeen is well served;

NOW, THEREFORE, AND IN CONSIDERATION OF, the mutual covenants and obligations herein expressed, the parties hereto agree as follows:

RECITALS

1. Parties. The parties to this City/Owner Agreement (hereinafter "Agreement"), are the **City of Killeen**, a municipal corporation, (hereinafter "City"), acting by and through its City Manager, whose address is 101 North College Ave., Killeen, Texas, 76541, and **Barnes Independent Developers, L.P.**, whose address is 1915 Florence Road, Suite D, Killeen, Texas, 76542, (hereinafter "Owner").
2. Project. Owner is the owner of land included in the development project (hereinafter "Project"), more fully described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all intents and purposes.

OBLIGATIONS OF OWNER

3. Improvements. Owner agrees to construct as described in **Exhibit B**, attached hereto and incorporated herein for all intents and purposes (collectively the "Public Improvements"), through the Project area **Eagle Valley** (Exhibit A) according to the standards and specifications in effect at time of construction. Owner agrees to construct and dedicate the Public Improvements as an independent obligation on its part, regardless of City's performance under this Agreement.
4. Performance Bond. Owner shall provide a Performance Bond as specified in **Exhibit D**, "Development Process".
5. Maintenance Bond. Upon completion of the Project and prior to the acceptance of the Project by City for maintenance, Owner shall submit to City a maintenance bond, in the amount equal to fifteen percent (15%) of the total cost to construct all streets and drainage in the Project and ten percent (10%) of the total cost to install all the water and sewer lines in the Project, executed by a corporate surety duly authorized to do business in this State, payable to the City and approved by the City as to form, to guarantee the maintenance of the Public Improvements for a period of one (1) year after completion and acceptance by City. In lieu of the maintenance bond, Owner may submit either an irrevocable letter of credit or cash bond payable to City in a face amount equal to that stated above for a surety bond, and approved by City as to form. "Maintenance" is defined for purposes of this paragraph as any repair, removal, replacement, or other work necessitated by defects in the original construction of the Public Improvements.
6. Compliance with Law. Owner agrees that nothing herein shall negate the applicability of future health and safety regulations which are not currently a part of the laws concerning subdivisions.
7. Easements. Owner agrees to dedicate any and all easements necessary to the Project which are located on Owner's property. Owner agrees to grant a right-of-way for all sewer and water lines that City may desire to construct or cause to be constructed in the aforementioned streets, alleys, roads, courts, avenues, drives, public ways, and parks in said Project. Such easements shall be dedicated before beginning construction.

8. Conveyance/Dedication. Owner agrees to dedicate to City all the streets, alleys, roads, courts, avenues, drives, public ways, bridges, water and sewer lines, sidewalks, drainage courses, parks, and all other improvements in said Project, exclusive, however, of those portions of the streets, alleys, roads, courts avenues, drives, public ways, bridges, water and sewer lines, sidewalks, drainage courses, and parks, lying outside of the City's limits as fixed by the legislature of Texas, which shall be dedicated to the public. Any and all dedications will not be effective until City takes formal action to accept the dedication(s) by letter of acceptance. Upon formally accepting the dedication, and after expiration of the 1-year maintenance bond required by City Ordinance and described in Exhibit D, City shall maintain same at its expense as provided for in the Killeen Code of Ordinances as part of the public ways of the City within the City's limits. The following are specifically excluded from conveyance or dedication and are expressly excluded from warranty: all encumbrances and other matters of record and all matters visible or apparent on the ground that a true and correct survey would reveal.
9. Warranty. Owner hereby gives express warranty that the Public Improvements will be constructed in accordance with the City's standards and specifications and shall be free from defects. Owner further indemnifies City for all claims, expenses, and liability arising in connection with any and all defects. This express warranty and indemnification shall be limited to a period of one (1) year after acceptance by City of the last completed Public Improvement. If there is a defect in construction or materials, City reserves the right to require an extension of the one-year warranty as a condition for final acceptance of the public improvements.
10. Inspections. Owner agrees that any and all work performed regarding the Public Improvement was or shall be inspected by the City's designated Engineer or inspector to ensure the quality of work and materials. The City shall have no duty to inspect the work of any contractor or subcontractor of the Owner except with regard to the Public Improvements and shall have no duty with regard to workplace safety at Project.
11. Insurance. No later than ten (10) days after the effective date of this Agreement and before the commencement of construction of the Public Improvements, Owner agrees to provide to City a certificate of insurance listing City of Killeen as an additional insured on its commercial general liability insurance policy.

CITY'S OBLIGATIONS

12. Acceptance/Certification. The acceptance of the Public Improvements, upon completion, is subject to approval of the City's designated Engineer.
13. Payment. Upon acceptance of Eagle Valley, a "Participation Cost" as set forth in Exhibit C shall be paid by the City. Notwithstanding anything contained in this Agreement, City shall not reimburse that portion(s) of costs which together exceed thirty percent (30%) of the costs of the Public Improvements. If upon a final accounting it is determined that the City paid more than 30%, Owner agrees to refund to the City that portion above 30% within 30 days of City's written request for reimbursement. It is mutually agreed and understood that City will pay no interest to Owner on the said total

cost of the constructions and installations mentioned in Exhibit C. Notwithstanding any of these provisions, State law allows participation by the City at a level not to exceed one-hundred percent (100%) of any costs associated with over sizing any project improvement.

14. Defects During Warranty Period. City shall notify Owner in writing upon discovery of defects in the Public Improvements. Owner shall remedy defects within thirty (30) days after receiving notice of such from City. City may in its sole discretion grant additional time for remedy of defects where required by nature of the defect, provided that Owner commence work within thirty (30) days after receiving notice as described above and continue diligently to complete the repair work.

GENERAL TERMS AND CONDITIONS

15. Specifications. It is understood among the Parties that the technical requirements and specifications for the Project shall be in accordance with those established by the City's designated Engineer. It is further understood that designs for the Project shall be provided by Owner and must be approved by City's designated Engineer. Such approval shall not be unreasonably withheld.
16. Objectives. In the negotiation and acceptance of any term or condition, the parties hereby agree that the objectives to be fulfilled are the development of the Project and the orderly development in all the areas in its vicinity capable of development by reason of its location, topography, and pressure planes, subject to reasonable engineering efforts, so that the public interest of the City of Killeen will be well served.
17. Independent Obligation. Owner's obligation to construct and complete the Public Improvements as to which the City is making cost participation is not conditioned upon commencement of work in the subdivision or upon the sale of lots.
18. Binding Agreement. The terms and conditions set out in this Agreement shall be binding upon the parties hereto, and upon the heirs, successors, executors, administrators, personal representatives, and assigns of Owner and City.
19. Governing Law. In any dispute between the parties, it is hereby agreed that the laws of the State of Texas shall control and the venue shall be in Bell County, Texas.
20. Effective Date. This Agreement is effective upon signature by the last party to sign it.
21. Failure to Cure Defects. If Owner fails to remedy defects within thirty (30) days or within additional time granted by City, City may take any and all action to perform the work to remedy defects, including contracting with another party for the repair work or using City maintenance crews to perform the repair work, as City deems appropriate. Owner shall reimburse City for costs of remedying defects or alternatively, City may draw upon the Owner's security described below and in Exhibit D.
22. Default. The following occurrences shall constitute defaults on the part of Owner:

- (1) Owner's failure to begin or complete work on the Public Improvements within the prescribed time;
 - (2) Owner's failure to construct Public Improvements in accordance with the requirements of Exhibit B;
 - (3) Owner's failure to cure defects within the time period prescribed;
 - (4) Owner's abandonment of the Project as evidenced by his failure to perform work for a period of one hundred eighty (180) days;
 - (5) Owner's insolvency, appointment of receiver, or filing of a voluntary or involuntary bankruptcy petition; or
 - (6) The commencement of a foreclosure proceeding against the Project property, or a conveyance in lieu of foreclosure.
23. Rights Upon Default. Upon default by Owner, City reserves all remedies available at law or in equity, including but not limited to: (1) an action to recover damages for breach of this Agreement; (2) an action to seek specific performance; (3) an action to seek injunctive relief; (4) an action to rescind this Agreement and final plat approval; and (5) drawing upon the Owner's security described below and in Exhibit D. City shall be entitled to recover all expenses and reasonable attorney's fees in the event of litigation. All remedies provided by this Agreement are cumulative of rights provided at law or in equity.
24. Forms of Security. In order to guarantee completion of the Public Improvements and the faithful performance of this Agreement, the Owner, no later than ten (10) days after the effective date of this Agreement and before the commencement of the construction of the Public Improvements, shall deliver to the City the following: a performance bond in the penal sum of one hundred (100) percent of the cost to complete the Public Improvements, insuring full completion of the public improvements described in Exhibit D to this Agreement.
25. Waiver. City waives none of its rights with respect to this Agreement unless that right is expressly waived in writing herein. Nothing herein shall constitute an implied waiver of City's sovereign immunity.
26. Severability. If any provision of this Agreement is held by the courts to be illegal or unenforceable, that provision shall be severed from the Agreement and shall not render invalid the remaining provisions of this Agreement.
27. Entire Agreement. The provisions herein constitute the full extent of the Agreement among the parties concerning the construction of Public Improvements in this Project, and no parole evidence shall be allowed to contradict the terms hereof. Any amendment to or modification of this Agreement shall be by the written, mutual consent of the parties hereto.
28. Assignment. No obligation contained herein shall be transferred or assigned without the written, mutual consent of the parties hereto.
29. Attorney's Fees. Should any party hereto bring suit in court to enforce the terms hereof, it is agreed that the losing party or parties shall pay to the successful party or parties costs

and reasonable attorney's fees. If relief is granted to all parties, each will bear its own costs in their entirety.

Executed this _____ day of _____, 2013.

CITY OF KILLEEN

BARNES INDEPENDENT DEVELOPERS
L.P.

BY: _____
Glenn Morrison
CITY MANAGER

880

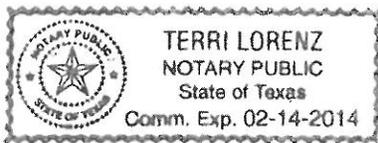
BY: _____
Colette Marshall
General Partner

ATTEST:

BY: _____
Paula A. Miller
CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on this 5th day of Feb, 2013,
by Colette Marshall, as an authorized agent for Barnes Independent Developers, L.P.



Terri Lorenz
Notary Public, State of Texas

Exhibits:

- A – Property Description – Field Notes
- B – Public Improvements to be Constructed by Owner
- C – City Participation Cost
- D – Development Process

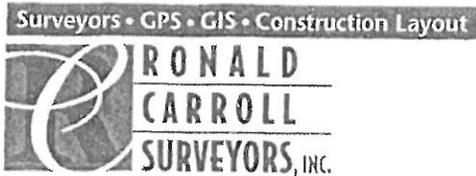
EXHIBIT A

**PROPERTY DESCRIPTION –
FIELD NOTES**

EAGLE VALLEY

All construction and remedial actions to take place in existing City of Killeen right-of-way and in accordance with the attached field notes (~~two~~ ^{three} pages) for Eagle Valley, entitled Exhibit A.

Exhibit A
1 of 3



May 6, 2009

page 1 of 3

Field notes for the FINAL PLAT OF EAGLE VALLEY for:

Part of the W.L. HARRIS SURVEY, Abstract Number 1155, situated in Killeen, in Bell County, Texas, and being all of that tract described in the deed to BARNES INDEPENDENT DEVELOPERS, L.P. recorded under Document Number 00025858 of the Official Public Records of Bell County, Texas and a portion of a 40 acre tract known as Exhibit A-1 and a portion of a 10 acre tract known as Exhibit B described in a deed to THE WEISS FAMILY REVOCABLE TRUST recorded in volume 5550, page 618 of said Official Public Records.

Commencing at a point in the existing south right of way line of Farm to Market Road Number 3470, also known as Stan Schlueter Loop, for the southeast corner of a tract described in the deed to the State of Texas recorded in volume 2971, page 128 of said Official Public Records, being in the east line of said Weiss tract, Exhibit A-1, and for the west line of a tract described in the deed to Phyllis G Ferguson recorded in volume 3954, page 511 of said Official Public Records, from said point, a 5/8 inch iron rod found, bears south 66 degrees-22 minutes east 0-30/100 of a foot and then run south 16 degrees-54 minutes-45 seconds west along said east line of the Weiss tract, Exhibit A-1, and said west line of the Ferguson tract 251-84/100 feet to a 3/8 inch iron rod found, for the northeast corner of said Barnes tract, and the northeast and beginning corner of the tract being described.

Thence south 16 degrees-54 minutes-45 seconds west along said east line of the Barnes tract, and said 40 acre tract, and said west line of the Ferguson tract, and to and along the west line of a tract described in the deed to Phyllis G Ferguson recorded in volume 3616, page 504 of said Official Public Records, at 1767-40/100 feet pass a 1/2 inch iron rod found for the southwest corner of the second mentioned Ferguson tract, and the northwest corner of a tract described in the deed to Juanita M. Green recorded in volume 3954, page 662 of said Official Public Records, at 1855-17/100 feet pass a 1/2 inch iron rod found for the southwest corner of said Green tract, and the northwest corner of a tract described in the deed to Juanita M Green recorded in volume 3237, page 64 of said Official Public Records, continuing in all, 2004-05/100 feet to a 1-inch iron pipe found in the north line of a tract described in a deed to Juanita M. Green, SECOND TRACT, recorded in volume 3237, page 64 of said Official Public Records, for the southeast corner of said Barnes tract and 40 acre tract, also being the southwest corner of said second mentioned Green tract.

Thence north 76 degrees-37 minutes-15 seconds west along the south line of said Barnes tract and 40 acre tract, and said north line of the Green SECOND TRACT, 747-48/100 feet to a point for the southwest corner of said Barnes tract, and 40 acre tract being the southeast corner of a tract described in the deed to Ricky E. Holloway recorded in volume 3723, page 361 of said Official Public Records, and the southeast corner of said Weiss 10 acre tract, from said point, a 5/8 inch iron rod found bears north 76 degrees-37 minutes- west, 0-09/100 of a foot.

May 6, 2009

page 2 of 3

Field notes for the FINAL PLAT OE EAGLE VALLEY for: (continued)

Thence north 16 degrees-54 minutes-25 seconds east along a west line of said Barnes tract, and the west line of said 40 acre tract, and the east line of said Holloway tract and said Weiss 10 acre tract at 133-34/100 feet pass a 3/8 inch iron rod found for the northeast corner of said Holloway tract and the southeast corner of a tract described in the deed to Walter H. Thompson, et ux, recorded in volume 2333, page 423 of the Deed Records of Bell County, Texas, at 298-37/100 feet pass a point for the northeast corner of said Thompson tract and for the southeast corner of a tract described in the deed to Walter H. Thompson, Jr., et ux, recorded in volume 2894, page 790 of said Official Public Records, from said point, a 1-inch iron pipe found bears south 73 degrees-06 minutes east 0-16/100 of a foot, at 611-40/100 feet pass a 1-inch iron pipe found for the northeast corner of said Thompson Jr. tract and the southeast corner of a tract described in the deed to Shirley Ann Jones recorded in volume 1991, page 141 of said Deed Records, and continuing to and along the east line of a tract described in the deed to Weldon E. Fogle, Sr., et ux, recorded in volume 4101, page 102 of said Official Public Records in all, a distance of 1111-34/100 feet to a point for the northeast corner of said Fogle tract and a re-entrant corner of said Barnes tract, from said point, a 5/8 inch iron rod found bears north 80 degrees-24 minutes west 0-36/100 feet.

Thence north 73 degrees-08 minutes-45 seconds west along a south line said Barnes tract, and the north line of said Fogle tract, 417-00/100 feet to a 5/8 inch iron rod found in said west line of said Weiss 10 acre tract for the most westerly southwest corner of said Barnes tract, the northwest corner of said Fogle tract, and in the east line of a 60 feet Passage Easement recorded in volume 2363, page 367 of said Deed Records.

Thence north 16 degrees-52 minutes-55 seconds east along the west line of said Barnes tract, and the east line of said 60 feet Passage Easement, 477-30/100 feet to a 3/8 inch iron rod found for a southerly northwest corner of said Barnes tract.

Thence south 72 degrees-24 minutes-05 seconds east along a north line of said Barnes tract, 208-22/100 feet to a 3/8 inch iron rod found for a re-entrant corner of said Barnes tract.

Thence north 16 degrees-56 minutes-35 seconds east along a west line of Barnes tract, to and along the east line of a tract described in the deed to Weiss Family Revocable Trust recorded in volume 6103, page 621 of said Official Public Records, 494-34/100 feet to a 3/8 inch iron rod found for the northwest corner of said Barnes tract, and in the east line of said Weiss tract.

Thence south 72 degrees-54 minutes-30 seconds east along a north line of said Barnes tract, at 208-71/100 feet pass a 3/8 inch iron rod found in said east line of said Weiss 10 acre tract and said west line of the 40- acre tract, and continuing in all, 551-76/100 feet to a point for a re-entrant corner of said Barnes tract, from said point, a 3/8 inch iron rod found bears south 01 degrees-25 minutes east 0-13/100 of a foot.

Exhibit A-
3 of 3

May 6, 2009

page 3 of 3

Field notes for the FINAL PLAT FOR EAGLE VALLEY for: (continued)

Thence north 16 degrees-53 minutes-40 seconds east along the most northerly west line of said Barnes tract, 250-04/100 feet to a point in said south line of Farm to Market Road Number 3470, Stan Schlueter Loop, and said State of Texas tract, being the most northerly northwest corner of said Barnes tract, from said point a 3/8 inch iron rod found bears north 79 degrees-37 minutes east 0-18/100 of a foot.

Thence south 72 degrees-57 minutes-25 seconds east along said south line of Stan Schlueter Loop and the State of Texas tract, and the north line of said Barnes tract, 60-00/100 feet to a point for the westerly northeast corner of said Barnes tract, from said point a 3/8 inch iron rod found bears north 16 degrees-54 minutes- east 0-15/100 of a foot, also from said point, a Texas Department of Transportation Type II concrete monument found, bears south 72 degrees-57 minutes-25 seconds east 122-81/100 feet.

Thence south 16 degrees-53 minutes-40 seconds west along the most northerly east line of said Barnes tract, 250-09/100 feet to a 3/8 inch iron rod found for a re-entrant corner of said Barnes.

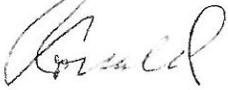
Thence south 72 degrees-54 minutes-30 seconds east along a north line of said Barnes tract, 107-49/100 feet to a 3/8 inch iron rod found for an angle point in said Barnes tract.

Thence south 66 degrees-23 minutes-20 seconds east along said north line of the Barnes tract, 237-34/100 feet to the place of beginning and containing 42-39/100 acres.

Basis of bearings was taken from the Texas State Plane Coordinate System, Central Zone, NAD83 as referenced to the N.G.S. "CORS" base station "Killeen, Texas". See attached 24 inch by 36-inch sketch that accompanies these field notes.

Surveyed July 23, 2007.

RONALD CARROLL SURVEYORS, INC.



Ronald Carroll, R
President



S:\Data\field notes\Sub\Bell County city of Killeen final plat eagle valley 07132 050809

EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY OWNER

EAGLE VALLEY

The Public Improvements to be over sized by the Owner as a part of this Agreement include the following infrastructure:

- Construction of approximately 1,318 linear feet of 12-inch diameter gravity sanitary sewer main.

These Public Improvements shall be in accordance with the approved plat drawings entitled Eagle Valley, which are attached and made a part of this Agreement.

EXHIBIT C

CITY PARTICIPATION COST

EAGLE VALLEY

Upon inspection of the Public Improvements listed in Exhibit B of this Agreement, and upon City's determining that they are acceptable to the City, the City shall pay Owner one hundred percent (100%) of the installed cost of said Public Improvements identified in Exhibit B of this Agreement.

The specific items for City Cost Participation in this Agreement are described herein:

ITEM DESCRIPTION

ITEM COST

Sanitary Sewer Infrastructure

Construction of sanitary sewer improvements within publicly dedicated easements, to include project engineering and surveying costs

\$ 12,817.⁹⁰

TOTAL CITY COST

\$ 12,817.⁹⁰

EXHIBIT D

DEVELOPMENT PROCESS

EAGLE VALLEY

1. Owner shall post with the City a Performance Bond executed by a corporate surety or corporate sureties duly authorized to do business in this State, payable to City and approved by City as to form, for construction included in the approved construction plans, in the sum of \$ TBD. A power of attorney shall be attached to the bond evidencing that the agent signing the bond has authority to sign the bonds on behalf of the surety. The bond shall be released upon completion and final acceptance by the City of the public improvements.
2. The approved plat with required notations shall be recorded following receipt of the Performance Bond.
3. The Public Improvements shall be completed to the satisfaction of the City prior to the City's making any cost participation in the construction thereof, and prior to the issuance to Owner of a Certificate of Occupancy for any building or structure built on the premises of the Project.
4. Upon completion of the Public Improvements, prior to their being accepted for maintenance by the City, Owner shall post, or cause to be posted, a Maintenance Bond executed by a corporate surety or sureties duly authorized to do business in Texas. Said Maintenance Bond shall be payable to City and approved by City as to form, to guarantee the maintenance of the Public Improvements for a period of one (1) year after completion and City's acceptance of them. If there is a defect in construction or materials, City reserves the right to require an extension of the one-year warranty as a condition of final acceptance of the Public Improvements.
5. In lieu of a maintenance bond, Owner may submit either an Irrevocable Letter of Credit payable to City and approved by City as to form, or a Cash Bond payable to City and approved by City as to form.

BANDAS ENGINEERING CO.

CIVIL ENGINEERING FIRM # F-3782

City-Owner Agreement Cost Participation Evaluation				
Eagle Valley				
Differential				
<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
SDR-26 Sewer Line (12" vs. 10")	1318	LF	\$7.00	\$9,226.00
Service Wye (12" x 6" vs. 10" x 6")	32	EA	\$60.00	\$1,920.00
Engineering (15%)				\$1,671.90
			Total	\$12,817.90

Based on my plans for Construction Phase I the cost of upsizing from 10" SDR 26 to 12" SDR 26 including service wyes is the amount shown above.

John Hart Bendas
01/31/13





Bell Contractors, Inc.

3082 West Hwy. 190 • Dallas, Texas 75233 • Phone (214) 639-3300 • FAX (214) 639-3300

March 30, 2010

Colette Marshal / Jack Barnes
 Barnes Independent Developers, LP
 1519 Florence Road, STE 15
 Killeen, Texas 76541

Bid proposal for Water, Sewer, Storm & Drainage for Eagle Valley Phase I in Killeen, Texas.

Unit #	Description	Quantity	Unit	Unit Price	Amount
1.00	Erosion Control NONE				
	Total-Erosion Control				\$ -
2.00	Street and Lot Excavation/Grading NONE				
	Total-Street and Lot Excavation/Grading				\$ -
3.00	Street Improvements NONE				
	Total-Street Improvements				\$ -
4.00	Channel and Detention NONE				
	Total-Channel and Detention				\$ -
5.00	Waste Water Improvements				
5.01	8" SDR 26 PVC	3,083	LF	\$ 12.65	\$ 38,999.95
5.02	Concrete Encasement	100	LF	\$ 22.60	\$ 2,260.00
5.03	8" Cleanout Assy	5	EA	\$ 320.00	\$ 1,600.00
5.04	48" Standard Manhole	10	EA	\$ 1,826.83	\$ 18,268.30
5.05	Internal Drop Assy	1	EA	\$ 2,273.85	\$ 2,273.85
5.06	4" Short Single Service	24	EA	\$ 186.00	\$ 4,464.00
5.07	Double 4" Long Single Service	19	EA	\$ 344.00	\$ 6,536.00
5.08	Single 4" Long Single Service	7	EA	\$ 272.00	\$ 1,904.00
5.09	Trench Safety Plan (Engineered)	1	EA	\$ 675.00	\$ 675.00
5.10	Trench Safety Implementation	3,175	LF	\$ 0.50	\$ 1,587.50
	Total-Waste Water Improvements				\$ 78,568.60
6.00	Water Improvements				
6.01	8" DR 18 PVC	1,719	LF	\$ 11.35	\$ 19,510.65

6.02 6" DR 18 PVC	1,560	LF	\$	10.93	\$	17,050.80
6.03 20" X 8" TS&V	1	EA	\$	2,635.00	\$	2,635.00
6.04 removed in revision					\$	-
6.05 8" X 45* MJ Bend	2	EA	\$	267.00	\$	534.00
6.06 6" X 11 1/4* Bend	1	EA	\$	226.00	\$	226.00
6.07 #9400-WC Eclipse 2" Auto flush Assy	5	EA	\$	3,132.00	\$	15,660.00
6.08 Fire Hydrant off 8" Line	3	EA	\$	3,215.00	\$	9,645.00
6.09 Fire Hydrant off 6" Line	3	EA	\$	2,911.00	\$	8,733.00
6.10 8" Gate Valves Complete	7	EA	\$	882.50	\$	6,177.50
6.11 6" Gate Valves Complete	7	EA	\$	761.20	\$	5,328.40
6.12 8" MJ Tee	3	EA	\$	325.00	\$	975.00
6.13 6" MJ Tee	1	EA	\$	271.75	\$	271.75
6.14 8" X 6" Reducer	3	EA	\$	265.00	\$	795.00
6.15 6" X 2" Reducer	4	EA	\$	159.22	\$	636.88
6.16 8" X 2" Reducer	1	EA	\$	159.22	\$	159.22
6.17 Double 4" Water Svc Conduits	7	EA	\$	142.20	\$	995.40
6.18 single 4" Water Svc Conduit	11	EA	\$	118.00	\$	1,298.00
6.19 Trench Safety Plan (Engineered)	1	EA	\$	675.00	\$	675.00
6.20 Implementation of Trench Safety	3,300	LS	\$	0.25	\$	825.00
6.21						

Total-Water Improvements

\$ 92,131.60

Totals

\$ 170,700.20

Alternate 8"-10"

10" SDR 26 in Lieu of 8" SDR 35	994	LF	\$	16.40	\$	16,301.60
Service Wye-10"	26	Ea	\$	180.00	\$	4,680.00
Deduction of 8" SDR 35	(994)	LF	\$	11.35	\$	(11,281.90)
Service Wye-8"	(26)	Ea	\$	94.00	\$	(2,444.00)
					\$	7,255.70

Alternate 10"-12"

12" SDR 26 in Lieu of 8" SDR 35	994	LF	\$	23.40	\$	23,259.60
Service Wye-12"	26	Ea	\$	240.00	\$	6,240.00
Deduction of 10" SDR 35	(994)	LF	\$	16.40	\$	(16,301.60)
Service Wye-10"	(26)	Ea	\$	180.00	\$	(4,680.00)
					\$	8,518.00

Total Current Contract

\$ 186,473.90

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

CITY/OWNER AGREEMENT TO EXTEND A 44-FOOT WIDE MINOR COLLECTOR STREET AS PART OF THE TRIMMIER ESTATES, PHASE FOUR SUBDIVISION

ORIGINATING DEPARTMENT

PUBLIC WORKS/ENGINEERING

BACKGROUND INFORMATION

The developer of the Trimmier Estates, Phase Four Subdivision agreed to participate with the City of Killeen to increase the size of certain public infrastructure for public benefit. The subdivision development abuts largely undeveloped commercial property along State Highway 195 to the west; a remainder tract of land reserved by the developer to the north; the Trimmier Estates, Phase Two of the Subdivision to the east; and the Rahman Subdivision and a remainder tract reserved by the developer of the Rahman Subdivision to the south.

DISCUSSION/CONCLUSION

Section 26-85 of the Killeen Code of Ordinances defines the process wherein the City may enter into an agreement with a developer to construct public improvements, not including a building, related to land development. Under such an agreement, the developer constructs the improvements and the City participates in project costs within prescribed limits.

To begin the process, the developer submits a letter of intent seeking City cost participation - in this specific case, for over-sizing public streets and a sanitary sewer main. The request for City cost participation must be in association with a proposed subdivision of land. Through review of appropriate documentation, City staff and the developer come to a mutual understanding of project scope and over-sizing (i.e., not infrastructure required to support any development itself, but additional material and labor required to meet a defined public benefit or regional need).

The developer performs the public improvement project under the terms and conditions of an agreement-in-form approved by the City Attorney. This standard form agreement conforms to Local Government Code requirements for City participation and was adopted by City Council resolution (CCM/R 02-112R). In support of a proposed agreement, the developer must provide a detailed quantity take-off presenting the differential costs for over-sizing public infrastructure. This is accomplished by a standard form of cost tabulation requested by Public Works staff to evaluate whether the developer-proposed project costs are reasonable and reflect current industry standards.

The developer must clearly delineate public benefits and provide discrete over-sizing costs for the proposed project. A project evaluation is performed by Public Works/Engineering staff, which includes a vetting of all proposed unit costs and rates. The sources of construction cost data for review and comparison include other recent city-owner agreement costs for similar work (among local developers), as well as bid tabulations from recent similar capital improvement projects advertised by the City. On occasion, staff evaluation of project costs includes a review of regional or national cost indices for infrequently-performed or unique construction. City staff may also pursue best-value negotiations with the developer that may include, but not necessarily be limited to, alternate utility alignments or alternate construction materials.

Once a mutual project understanding is achieved, the proposed project and cost participation summary is submitted to the developer for his concurrence. Under past standing protocol, an owner-executed agreement is forwarded directly to the City Council for consideration. Agreements are often considered concurrent with a plat application for the subdivision in which the proposed project would be constructed, although Killeen Code of Ordinances Section 26-85(b)(5) allows consideration of a city-owner agreement at any time during the development process.

In accordance with the City's Development Code, a developer is required to provide (at the developer's sole cost) a 36-foot back-of-curb to back-of-curb section for all public streets within a subdivision. This section represents the profile of a Local Residential Street.

The City's current approved Thoroughfare Plan provides for the extension of a Collector Street through the Trimmier Estates, Phase Four Subdivision with future north-to-south connectivity as abutting properties are subdivided and developed. The developer is required to extend existing streets in accordance with the City's current approved Thoroughfare Plan at a level of service that preserves the continuity of the City's collector and arterial street network. A minor collector street of 44-foot back-of-curb to back-of-curb width with associated storm drainage improvements is required to provide the required level of service through the Trimmier Estates, Phase Four Subdivision.

Based upon topographic constraints and limited connectivity through adjoining subdivisions, the developer was limited in his ability to provide the additional right-of-way and street alignment through the subdivision. From State Highway 195, the minor collector street alignment follows West Libra Drive east to the intersection of Andromeda Drive. The minor collector then continues on Andromeda Drive south to its intersection with Gemini Lane, then east on Gemini Lane to the intersection of Dorado Drive. Dorado Drive connects to the remainder tract of land reserved by the developer of the Rahman Subdivision to the south, where the minor collector would continue with the future subdivision of that property. The 44-foot back-of-curb to back-of-curb street with associated storm drainage improvements provides the desired level of service through the subdivision.

The attached City/Owner Agreement reflects the cost to widen 2,091 linear feet of Andromeda Drive, West Gemini Lane, and Dorado Drive to 44-foot width with associated storm drainage improvements (\$112,050.49). The proposed project costs were reviewed by staff. The costs are as presented by the developer and reflect current industry construction costs.

FISCAL IMPACT

Funding in the amount of \$112,050.49 for the widening of Andromeda Drive, West Gemini Lane, and Dorado Drive, with associated storm drainage improvements, is available in General Obligation 2009 Bonds Account 339-3490-800.56-63, which is reserved for City/Owner Agreement Participation.

RECOMMENDATION

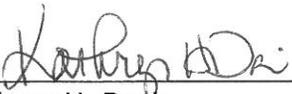
Recommend that the City Council agree to construct Andromeda Drive, West Gemini Lane, and Dorado Drive as minor collector streets in association with the Trimmier Estates, Phase Four Subdivision, and to authorize the City Manager to execute a City/Owner Agreement for these Public Improvements.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY OF KILLEEN § CITY/OWNER AGREEMENT TO
COUNTY OF BELL § OVERSIZE SELECTED STREET
STATE OF TEXAS § INFRASTRUCTURE WITH TRIMMIER
§ ESTATES, PHASE FOUR SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **CITY OF KILLEEN** is authorized by law to approve development plats within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, RSBP DEVELOPERS, INC., has submitted and obtained final plat approval of **TRIMMIER ESTATES, PHASE FOUR**, a subdivision development, by the City Council of Killeen; and

WHEREAS, the Killeen Code of Ordinances requires the completion of certain public improvements in connection with development to safeguard the health, safety and general welfare of the community,

WHEREAS, these improvements promote the orderly and planned development of public infrastructure within the City, and are intended to overcome the detrimental effects of inadequate and over-taxed public infrastructure; and

WHEREAS, the City has identified a north-south Collector Street through the Trimmier Estates, Phase Four development in its adopted Thoroughfare Plan; and

WHEREAS, the benefits of said Public Improvements are to the Owner, the City, and the Public; and

WHEREAS, the City’s purposes in entering into this Agreement are to encourage development in an equitable manner, and to minimize the City’s costs associated with the design and construction of public transportation and drainage infrastructure; and

WHEREAS, the parties to this Agreement wish to provide for the protection of the rights and interests of the respective parties and to document for posterity a record of their agreement so that the public interest of the citizens of the City of Killeen is well served;

NOW, THEREFORE, AND IN CONSIDERATION OF, the mutual covenants and obligations herein expressed, the parties hereto agree as follows:

RECITALS

1. Parties. The parties to this City/Owner Agreement (hereinafter “Agreement”), are the **City of Killeen**, a municipal corporation, (hereinafter “City”), acting by and through its City Manager, whose address is 101 North College Ave., Killeen, Texas, 76541, and **RSBP Developers, Inc.**, whose address is 2901 East Stan Schlueter Loop, Killeen, Texas, 76542, (hereinafter “Owner”).

2. Project. Owner is the owner of land included in the development project (hereinafter “Project”), more fully described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all intents and purposes.

OBLIGATIONS OF OWNER

3. Improvements. Owner agrees to construct as described in **Exhibit B**, attached hereto and incorporated herein for all intents and purposes (collectively the “Public Improvements”), through the Project area **Trimmier Estates, Phase Four** (Exhibit A) according to the standards and specifications in effect at time of construction. Owner agrees to construct and dedicate the Public Improvements as an independent obligation on its part, regardless of City’s performance under this Agreement.
4. Performance Bond. Owner shall provide a Performance Bond as specified in **Exhibit D**, “Development Process”.
5. Maintenance Bond. Upon completion of the Project and prior to the acceptance of the Project by City for maintenance, Owner shall submit to City a maintenance bond, in the amount equal to fifteen percent (15%) of the total cost to construct all streets and drainage in the Project and ten percent (10%) of the total cost to install all the water and sewer lines in the Project, executed by a corporate surety duly authorized to do business in this State, payable to the City and approved by the City as to form, to guarantee the maintenance of the Public Improvements for a period of one (1) year after completion and acceptance by City. In lieu of the maintenance bond, Owner may submit either an irrevocable letter of credit or cash bond payable to City in a face amount equal to that stated above for a surety bond, and approved by City as to form. “Maintenance” is defined for purposes of this paragraph as any repair, removal, replacement, or other work necessitated by defects in the original construction of the Public Improvements.
6. Compliance with Law. Owner agrees that nothing herein shall negate the applicability of future health and safety regulations which are not currently a part of the laws concerning subdivisions.
7. Easements. Owner agrees to dedicate any and all easements necessary to the Project which are located on Owner’s property. Owner agrees to grant a right-of-way for all sewer and water lines that City may desire to construct or cause to be constructed in the aforementioned streets, alleys, roads, courts, avenues, drives, public ways, and parks in said Project. Such easements shall be dedicated before beginning construction.
8. Conveyance/Dedication. Owner agrees to dedicate to City all the streets, alleys, roads, courts, avenues, drives, public ways, bridges, water and sewer lines, sidewalks, drainage courses, parks, and all other improvements in said Project, exclusive, however, of those portions of the streets, alleys, roads, courts avenues, drives, public ways, bridges, water and sewer lines, sidewalks, drainage courses, and parks, lying outside of the City’s limits as fixed by the legislature of Texas, which shall be dedicated to the public. Any and all dedications will not be effective until City takes formal action to accept the dedication(s) by letter of acceptance. Upon formally accepting the dedication, and after expiration of

the 1-year maintenance bond required by City Ordinance and described in Exhibit D, City shall maintain same at its expense as provided for in the Killeen Code of Ordinances as part of the public ways of the City within the City's limits. The following are specifically excluded from conveyance or dedication and are expressly excluded from warranty: all encumbrances and other matters of record and all matters visible or apparent on the ground that a true and correct survey would reveal.

9. Warranty. Owner hereby gives express warranty that the Public Improvements will be constructed in accordance with the City's standards and specifications and shall be free from defects. Owner further indemnifies City for all claims, expenses, and liability arising in connection with any and all defects. This express warranty and indemnification shall be limited to a period of one (1) year after acceptance by City of the last completed Public Improvement. If there is a defect in construction or materials, City reserves the right to require an extension of the one-year warranty as a condition for final acceptance of the public improvements.
10. Inspections. Owner agrees that any and all work performed regarding the Public Improvement was or shall be inspected by the City's designated Engineer or inspector to ensure the quality of work and materials. The City shall have no duty to inspect the work of any contractor or subcontractor of the Owner except with regard to the Public Improvements and shall have no duty with regard to workplace safety at Project.
11. Insurance. No later than ten (10) days after the effective date of this Agreement and before the commencement of construction of the Public Improvements, Owner agrees to provide to City a certificate of insurance listing City of Killeen as an additional insured on its commercial general liability insurance policy.

CITY'S OBLIGATIONS

12. Acceptance/Certification. The acceptance of the Public Improvements, upon completion, is subject to approval of the City's designated Engineer.
13. Payment. Upon acceptance of **Trimmier Estates, Phase Four**, a "Participation Cost" as set forth in **Exhibit C** shall be paid by the City. Notwithstanding anything contained in this Agreement, City shall not reimburse that portion(s) of costs which together exceed thirty percent (30%) of the costs of the Public Improvements. If upon a final accounting it is determined that the City paid more than 30%, Owner agrees to refund to the City that portion above 30% within 30 days of City's written request for reimbursement. It is mutually agreed and understood that City will pay no interest to Owner on the said total cost of the constructions and installations mentioned in Exhibit C. Notwithstanding any of these provisions, State law allows participation by the City at a level not to exceed one-hundred percent (100%) of any costs associated with over sizing any project improvement.
14. Defects During Warranty Period. City shall notify Owner in writing upon discovery of defects in the Public Improvements. Owner shall remedy defects within thirty (30) days after receiving notice of such from City. City may in its sole discretion grant additional

time for remedy of defects where required by nature of the defect, provided that Owner commence work within thirty (30) days after receiving notice as described above and continue diligently to complete the repair work.

GENERAL TERMS AND CONDITIONS

15. Specifications. It is understood among the Parties that the technical requirements and specifications for the Project shall be in accordance with those established by the City's designated Engineer. It is further understood that designs for the Project shall be provided by Owner and must be approved by City's designated Engineer. Such approval shall not be unreasonably withheld.
16. Objectives. In the negotiation and acceptance of any term or condition, the parties hereby agree that the objectives to be fulfilled are the development of the Project and the orderly development in all the areas in its vicinity capable of development by reason of its location, topography, and pressure planes, subject to reasonable engineering efforts, so that the public interest of the City of Killeen will be well served.
17. Independent Obligation. Owner's obligation to construct and complete the Public Improvements as to which the City is making cost participation is not conditioned upon commencement of work in the subdivision or upon the sale of lots.
18. Binding Agreement. The terms and conditions set out in this Agreement shall be binding upon the parties hereto, and upon the heirs, successors, executors, administrators, personal representatives, and assigns of Owner and City.
19. Governing Law. In any dispute between the parties, it is hereby agreed that the laws of the State of Texas shall control and the venue shall be in Bell County, Texas.
20. Effective Date. This Agreement is effective upon signature by the last party to sign it.
21. Failure to Cure Defects. If Owner fails to remedy defects within thirty (30) days or within additional time granted by City, City may take any and all action to perform the work to remedy defects, including contracting with another party for the repair work or using City maintenance crews to perform the repair work, as City deems appropriate. Owner shall reimburse City for costs of remedying defects or alternatively, City may draw upon the Owner's security described below and in Exhibit D.
22. Default. The following occurrences shall constitute defaults on the part of Owner:
 - (1) Owner's failure to begin or complete work on the Public Improvements within the prescribed time;
 - (2) Owner's failure to construct Public Improvements in accordance with the requirements of Exhibit B;
 - (3) Owner's failure to cure defects within the time period prescribed;
 - (4) Owner's abandonment of the Project as evidenced by his failure to perform work for a period of one hundred eighty (180) days;

- (5) Owner's insolvency, appointment of receiver, or filing of a voluntary or involuntary bankruptcy petition; or
 - (6) The commencement of a foreclosure proceeding against the Project property, or a conveyance in lieu of foreclosure.
23. Rights Upon Default. Upon default by Owner, City reserves all remedies available at law or in equity, including but not limited to: (1) an action to recover damages for breach of this Agreement; (2) an action to seek specific performance; (3) an action to seek injunctive relief; (4) an action to rescind this Agreement and final plat approval; and (5) drawing upon the Owner's security described below and in Exhibit D. City shall be entitled to recover all expenses and reasonable attorney's fees in the event of litigation. All remedies provided by this Agreement are cumulative of rights provided at law or in equity.
24. Forms of Security. In order to guarantee completion of the Public Improvements and the faithful performance of this Agreement, the Owner, no later than ten (10) days after the effective date of this Agreement and before the commencement of the construction of the Public Improvements, shall deliver to the City the following: a performance bond in the penal sum of one hundred (100) percent of the cost to complete the Public Improvements, insuring full completion of the public improvements described in Exhibit D to this Agreement.
25. Waiver. City waives none of its rights with respect to this Agreement unless that right is expressly waived in writing herein. Nothing herein shall constitute an implied waiver of City's sovereign immunity.
26. Severability. If any provision of this Agreement is held by the courts to be illegal or unenforceable, that provision shall be severed from the Agreement and shall not render invalid the remaining provisions of this Agreement.
27. Entire Agreement. The provisions herein constitute the full extent of the Agreement among the parties concerning the construction of Public Improvements in this Project, and no parole evidence shall be allowed to contradict the terms hereof. Any amendment to or modification of this Agreement shall be by the written, mutual consent of the parties hereto.
28. Assignment. No obligation contained herein shall be transferred or assigned without the written, mutual consent of the parties hereto.
29. Attorney's Fees. Should any party hereto bring suit in court to enforce the terms hereof, it is agreed that the losing party or parties shall pay to the successful party or parties costs and reasonable attorney's fees. If relief is granted to all parties, each will bear its own costs in their entirety.

Executed this _____ day of _____, 2013.

CITY OF KILLEEN

RSBP DEVELOPERS, INC.

BY: _____
Glenn Morrison
CITY MANAGER

BY: _____
Gary. W. Purser, Jr.
PRESIDENT

ATTEST:

BY: _____
Paula A. Miller
CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on this _____ day of _____, 2013,
by _____.

Notary Public, State of Texas

- Exhibits:
A – Property Description – Field Notes
B – Public Improvements To Be Constructed By Owner
C – City Participation Cost
D – Development Process

EXHIBIT A

**PROPERTY DESCRIPTION –
FIELD NOTES**

TRIMMIER ESTATES, PHASE FOUR

All construction and remedial actions to take place in existing City of Killeen right-of-way and in accordance with the attached field notes (two pages) for Trimmier Estates, Phase Four, entitled Exhibit A.

EXHIBIT B

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED BY OWNER

TRIMMIER ESTATES, PHASE FOUR

The Public Improvements to be oversized by the Owner as a part of this Agreement include the following infrastructure:

- Widening 2,091 linear feet of Andromeda Drive, West Gemini Lane, and Dorado Drive by an additional 8 feet with curb inlets boxes and storm conduit required for a Minor Collector Street.

These Public Improvements shall be in accordance with the approved construction drawings entitled Trimmier Estates, Phase Four, which are made a part of this Agreement.

EXHIBIT C

CITY PARTICIPATION COST

TRIMMIER ESTATES, PHASE FOUR

Upon inspection of the Public Improvements listed in Exhibit B of this Agreement, and upon City's determining that they are acceptable to the City, the City shall pay Owner one hundred percent (100%) of the installed cost of said Public Improvements identified in Exhibit B of this Agreement.

The specific items for City Cost Participation in this Agreement are described herein:

ITEM DESCRIPTION	CITY'S COST
<u>Streets Infrastructure</u>	
Widen Andromeda Drive, West Gemini Lane, and Dorado Drive by 8 additional feet to 44-foot back-of-curb to back-of-curb width Minor Collector Streets, to include storm drainage, and project Engineering and Surveying costs	<u>\$112,050.49</u>
Total Cost to Widen Street	\$112,050.49
TOTAL CITY COST IN PROJECT	\$112,050.49

EXHIBIT D

DEVELOPMENT PROCESS

TRIMMIER ESTATES, PHASE FOUR

1. Owner shall post with the City a Performance Bond executed by a corporate surety or corporate sureties duly authorized to do business in this State, payable to City and approved by City as to form, for construction included in the approved construction plans, in the sum of **To Be Determined**. A power of attorney shall be attached to the bond evidencing that the agent signing the bond has authority to sign the bonds on behalf of the surety. The bond shall be released upon completion and final acceptance by the City of the public improvements.
2. The approved plat with required notations shall be recorded following receipt of the Performance Bond.
3. The Public Improvements shall be completed to the satisfaction of the City prior to the City's making any cost participation in the construction thereof, and prior to the issuance to Owner of a Certificate of Occupancy for any building or structure built on the premises of the Project.
4. Upon completion of the Public Improvements, prior to their being accepted for maintenance by the City, Owner shall post, or cause to be posted, a Maintenance Bond executed by a corporate surety or sureties duly authorized to do business in Texas. Said Maintenance Bond shall be payable to City and approved by City as to form, to guarantee the maintenance of the Public Improvements for a period of one (1) year after completion and City's acceptance of them. If there is a defect in construction or materials, City reserves the right to require an extension of the one-year warranty as a condition of final acceptance of the Public Improvements.
5. In lieu of a maintenance bond, Owner may submit either an Irrevocable Letter of Credit payable to City and approved by City as to form, or a Cash Bond payable to City and approved by City as to form.

EXHIBIT A

Being a 46.058 acre tract of land situated in and being out of the Azra Webb Survey, Abstract 857, and the G.W. Farris Survey, Abstract No. 306, being part of the remainder of that certain 96.725 acre tract of land conveyed to 195 Realty, Ltd., described in Volume 5738, Page 537, Deed Records of Bell County, said 46.058 acre tract being more fully described as follows:

BEGINNING at a 3/8" iron rod found w/ KES Cap, said rod being the Northeast corner of said remainder of said 96.725 acre tract, the Northwest corner of Trimmier Estates, Phase Two, an addition to the City of Killeen, recorded in Cabinet D, Slide 121-C, Plat Records of Bell County, in the South line of Chanslor Farm Addition, an addition to the City of Killeen, recorded in Cabinet B, Slide 148-B, said Plat Records and the Northeast corner of the herein described tract;

THENCE, with the East line of said remainder of said 96.725 acre tract, the West line of said Trimmier Estates, Phase Two, and the East line of the herein described tract the following calls:

1. S 18° 22' 40" W, 120.34 feet to a 3/8" iron rod found w/ KES Cap;
2. N 71° 37' 20" W, 10.13 feet to a 3/8" iron rod found w/ KES Cap;
3. S 18° 22' 40" W, 1165.00 (Reference Bearing Per Plat) feet to a 3/8" iron rod found w/ KES Cap;
4. N 71° 37' 20" W, 9.76 feet to a 3/8" iron rod found w/ KES Cap;
5. S 18° 22' 40" W, 176.00 feet to a 3/8" iron rod found w/ KES Cap, said rod being the Southeast corner of said remainder of said 96.725 acre tract, the North line of the remainder of a tract of land conveyed to M. Idrees Khan, described in Volume 3438, Page 571, Deed Records of Bell County, and the Southeast corner of the herein described tract;

THENCE, N 71° 37' 20" W, 1383.11 feet with the South line of said remainder of said 96.725 acre tract, the North line of said remainder of said Khan tract, passing the Northwest corner of said remainder of said Khan tract, continuing with the North line of Rahman Subdivision, an addition to the City of Killeen, recorded in Cabinet C, Slide 100-B, said Plat Records, and the South line of the herein described tract to a 3/8" iron rod set (all of the 3/8" iron rods set herein have orange cap marked "Killeen E&S"), said rod being the Southwest corner of the herein described tract and S 71° 37' 20" E, 300.02 feet from a 3/8" iron rod found, said rod being the Southwest corner of said remainder of said 96.725 acre tract, the Northwest corner of said Rahman Subdivision, and in the East margin of State Highway 195 (SH 195);

THENCE, across and upon said remainder of said 96.725 acre tract, with the West line of the herein described tract the following calls:

1. N 19° 01' 22" E, 40.09 feet to a 3/8" iron rod set;
2. N 22° 03' 08" E, 363.66 feet to a 3/8" iron rod set;
3. N 71° 37' 20" W, 300.62 feet to a 3/8" iron rod set, said rod being in the West line of said remainder of said 96.725 acre tract, and in the East margin of said SH 195;

THENCE, N 22° 03' 08" E, 70.14 feet with the West line of said remainder of said 96.725 acre tract, the East margin of said SH 195, and the West line of the herein described tract to a 3/8" iron rod set;

THENCE, across and upon said remainder of said 96.725 acre tract, with the West line of the herein described tract the following calls:

1. S 71° 37' 20" E, 300.62 feet to a 3/8" iron rod set;
2. N 22° 03' 08" E, 432.34 feet to a 3/8" iron rod set;
3. N 24° 18' 59" E, 81.99 feet to a 3/8" iron rod set;
4. N 71° 37' 20" W, 301.62 feet to a 3/8" iron rod set, said rod being in the West line of said remainder of said 96.725 acre tract, and in the East margin of said SH 195;

THENCE, N 24° 18' 59" E, 70.38 feet with the West line of said remainder of said 96.725 acre tract, the East margin of said SH 195, and the West line of the herein described tract to a 3/8" iron rod set;

City of Killeen

THENCE, across and upon said remainder of said 96.725 acre tract, with the West line of the herein described tract the following calls:

1. S 71° 37' 20" E, 301.62 feet to a 3/8" iron rod set;
2. N 24° 18' 59" E, 333.14 feet to a 3/8" iron rod set;
3. N 27° 41' 32" E, 76.58 feet to a 3/8" iron rod set, said rod being in the North line of said remainder of said 96.725 acre tract, the South line of a tract of land conveyed to William Parker Trust, described in Volume 1477, Page 724, said Deed Records, the Northwest corner of the herein described tract, and S 71° 33' 07" E, 303.95 feet from a 3/8" iron rod found, said rod being the Northwest corner of said remainder of said 96.725 acre tract, the Southwest corner of said Parker Trust tract, and in the East margin of said SH 195;

THENCE, S 71° 33' 07" E, 1284.42 feet with the North line of said remainder of said 96.725 acre tract, the South line of said Parker Trust tract, passing the Southeast corner of said Parker Trust tract, continuing with the South line of said Chanslor Farm Addition, and the North line of the herein described tract to **THE PLACE OF BEGINNING**, containing 46.058 acres of land, more or less.

I, Michelle E. Lee, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground of the property described herein.

Michelle E. Lee
Michelle E. Lee, RPLS 1-19-07
No. 5772, Texas



✓ Killeen Engineering & Surveying, LTD
2901 E. Stan Schlueter Loop
Killeen, TX 76542
(254) 526-3981

2019
City of Killeen

FISCAL IMPACT

\$68,400 was budgeted in the FY 12-13 budget in the Police Department's Motor Vehicle account #601-6000-441.61-10 for the acquisition of unmarked vehicles. This acquisition will not exceed this year's allocated funding, and will provide for the purchase of these vehicles with a \$1 payment at the conclusion of the four (4) year lease period.

RECOMMENDATION

Staff recommends the Lease-Purchase of twelve (12) vehicles from Caldwell Country Chevrolet through Government Capital Corporation for four (4) annual payments of \$68,313 with a total cost of \$273,250 during the four (4) year term and that the City Manager, is expressly authorized to execute any and all change orders within the amounts set by state and local law.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

RESOLUTION APPROVING THE SALE OF AN APPROXIMATELY 15 ACRE TRACT OF LAND ADJACENT TO SKYLARK FIELD TO THE KILLEEN ECONOMIC DEVELOPMENT CORPORATION, AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE SALE

ORIGINATING DEPARTMENT

CITY ATTORNEY

BACKGROUND INFORMATION

The City of Killeen owns an approximately 15 acre parcel of land which makes up a portion of the western boundary of Skylark Field. (See attached survey for full legal description). This parcel of land projects into a larger tract of land that is currently under development for a multi-use project. The developer would ultimately like to purchase this parcel and add it to his developable area.

The Killeen Economic Development Corporations ("KEDC") is willing to purchase this parcel from the City for fair market value, and then sell it to the developer when the time is right. The sale of the property is allowed under sec. 272.001(b)(6) of the Texas Local Government Code, which provides that land owned by a municipality may be sold for not less than fair market value, as determined by an appraisal, if the land is located within a legally-designated reinvestment zone and will be used towards the development of an adopted project plan for the zone. This parcel is located within the boundaries of Tax Increment Reinvestment Zone Number Two, approved by Council on August 25, 2009, and will be included in the La Cascata development, which is an approved project plan within the zone.

DISCUSSION/CONCLUSION

The City originally acquired this parcel using Federal Aviation Administration ("FAA") grant funds in preparation for construction of a cross-wind runway, subject to restrictions upon its use and sale. Because that project is no longer under consideration, the FAA has consented to the City's sale of this property for not less than fair market value, as determined by an appraisal.

An independent appraisal, dated February 11, 2013 and approved by the FAA, valued the property at \$150,000. The KEDC has offered to purchase the parcel for the appraised value plus reimbursement of up to \$7,850 in actual appraisal fees and all closing costs associated with the sale. The City Council must grant the authority to the City Manager to take all actions necessary to complete the sale of the land.

FISCAL IMPACT

The City will earn \$150,000 from the sale of this property to KEDC. Those funds must be returned to the Department of Aviation, Skylark Field, according to FAA legal guidelines and grant assurances.

RECOMMENDATION

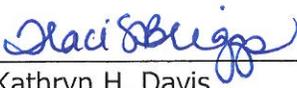
Staff recommends that (1) the City Council approve the sale of the above-described tract to the KEDC; (2) the City Manager, Glenn Morrison, be authorized and empowered to act in the name and on behalf of the City of Killeen to negotiate the sale of the above-described tract; and (3) Glenn Morrison be authorized and empowered to act in the name and on behalf of the City of Killeen in all lawful ways to execute and deliver all contracts, notes, deeds of trust, deeds, bills of sale, assignments, consents, notices, filings, certificates, acknowledgements, closing statements, affidavits, and other documents, and to do and perform every other act as he may deem necessary and appropriate to carry out the sale of the above-described tract in accordance with this resolution.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY



MICHHELL & ASSOCIATES, INC.
ENGINEERING & SURVEYING
102 N. COLLEGE ST., KILLEEN, TEXAS (254) 634-5541

SCALE:
1"=200'

KILLEEN AREA INVESTMENT CORP
TRACT D
(CAB. A, SLIDE 230-D)

(PLAT S 70°57'10" E 158.49')
S 73°47'10" E 158.04'

(PLAT N 84°10'40" E 1278.09')
N 81°22'55" E 1278.20'

3/8" IR
W/CAP SET

3/8" IR
FND

3/8" IR
FND

10.0' MID-TEX TELEPHONE EGN'T

N 08°36'11" W 566.44'
(PLAT N 05°52'00" W 566.57')

J.J. ROBERTS SURVEY
ABSTRACT NO. 731
JAMES C. MCKEE SURVEY
ABSTRACT NO. 992

KILLEEN AIRPORT ADDITION
(CAB. B, SLIDE 146-B)

15.058 ACRES

S 17°09'25" W 556.47'

5/8" IR
FND
KILLEEN AIRPORT ADDITION
(CAB. B, SLIDE 146-B)

S 81°25'57" W 1179.80'
(PLAT S 84°09'10" W 1180.74')

10.0' MID-TEX TELEPHONE EGN'T

3/8" IR
FND

KILLEEN AREA INVESTMENT CORP
TRACT D
(CAB. A, SLIDE 230-D)

ALL BEARINGS ARE BASED UPON THE TEXAS STATE
PLANE COORDINATE SYSTEM, MAD 83, TEXAS
CENTRAL ZONE AS PER GPS OBSERVATIONS.

15.058 ACRES, PART OF THE
JAMES C. MCKEE SURVEY, ABSTRACT NO. 992 and
PART OF THE J. J. ROBERTS SURVEY, ABSTRACT NO. 731
KILLEEN, BELL COUNTY, TEXAS.

*** SEE FIELD NOTES ***

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS, That I, Robert E. Mitchell,

FAI KILLEEN PARTNERS
15.058 ACRES

FIELD NOTES for a 15.058 acre tract of land in Bell County, Texas, being part of the J. J. Roberts Survey, Abstract No. 731, James C. McKee Survey, Abstract No. 992, and the land herein described being part of Killeen Airport Addition, an addition to the City of Killeen, Texas, of record in Cabinet B, Slide 146-B, Plat Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8" iron rod, found at the most westerly corner of said Killeen Airport Addition, being an interior corner of Tract D, Killeen Area Investment Corp. Inc., Industrial Tract, an addition to the City of Killeen, Texas, of record in Cabinet A, Slide 230-D, Plat Records of Bell County, Texas, for the northwest corner of this tract;

THENCE S. 73° 47' 10" E., 158.04 feet, with a south line of said Tract D and a north line of said Killeen Airport Addition, to a 3/8" iron rod, found at an angle corner of said Killeen Airport Addition and said Tract D, for an angle corner of this tract;

THENCE N. 81° 22' 55" E., 1278.20 feet, with a south line of said Tract D and a north line of said Killeen Airport Addition, to a 3/8" iron rod with cap, set at an interior corner of said Killeen Airport Addition, being a southeast corner of said Tract D, for the northeast corner of this tract;

THENCE S. 17° 09' 25" W., 556.47 feet, over and across said Killeen Airport Addition, to a 5/8" iron rod, found at an interior corner of said Killeen Airport Addition, being a northeast corner of said Tract D, for the southeast corner of this tract;

THENCE S. 81° 25' 57" W., 1179.80 feet, with a south line of said Killeen Airport Addition, to a 3/8" iron rod, found at the westerly southwest corner of said Killeen Airport Addition, being an interior corner of said Tract D, for the southwest corner of this tract;

THENCE N. 08° 36' 11" W., 566.44 feet, with a west line of said Killeen Airport Addition and a east line of said Tract D, to the POINT OF BEGINNING and containing 15.058 acres of land.

The bearings for the above description are based on the Texas State Plane Coordinate System, Central Zone, NAD 83, per GPS observations.

See accompanying drawing.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, that I, Robert E. Mitchell, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract and this description is true and correct to the best of my knowledge and belief.

COUNTY OF BELL

IN WITNESS THEREOF, my hand and seal this the 18th day of December, 2007, A. D.

Robert E. Mitchell
Registered Professional
Land Surveyor, No. 5801

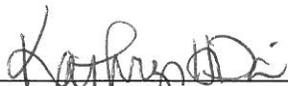


PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

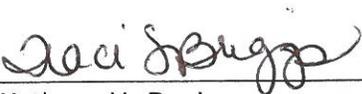
Paula A. Miller
CITY SECRETARY

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

**FY 2013 Edward Byrne Memorial
Justice Assistance Grant (JAG) Award**

ORIGINATING DEPARTMENT

Police Department

BACKGROUND INFORMATION

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

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

DISCUSSION/CONCLUSION

JAG funding for Fiscal Year 2013 is \$79,342. An agreement has been made to distribute the program award as follows: City of Killeen \$40,068, City of Temple \$17,852 and Bell County \$21,422.

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

The Killeen Police Department anticipates purchasing patrol rifles with its portion of funding.

FISCAL IMPACT

The City of Killeen's revenue will be recorded in account 207-0000-383-10-19 JAG (Byrne) Grant 13/14. The City of Killeen's expenditures will be accounted for in account 207-0000-495-61-51 Equipment - 13 JAG Byrne Grant. The city will administer the other entities' funds through account 207-0000-214-00-00 Due to Other Governments.

The length of the award is from October 1, 2013 to September 30, 2017. There are no matching funds required from the recipients.

RECOMMENDATION

Staff recommends that City Council approve the submission of the 2013 Edward Byrne Memorial Justice Assistant Grant through the Killeen Police Department on behalf of all parties involved, and to grant the Killeen Police Department the authority to allocate and administer the duties required by the grant, under the oversight of the City's Grant Administrator.

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

APPROVED

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

THE STATE OF TEXAS

COUNTY OF BELL

INTERLOCAL AGREEMENT

**BETWEEN COUNTY OF BELL, CITY OF KILLEEN, AND CITY OF TEMPLE
2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ___ day of _____ 2013, by and between **The County of Bell**, State of Texas, acting by and through its governing body, hereinafter referred to as **COUNTY**, and the **City of Killeen**, Texas, a municipal corporation, acting by and through its governing body, hereinafter referred to as **KILLEEN**, and the **City of Temple**, Texas, as municipal corporation, acting by and through its governing body, hereinafter referred to as **TEMPLE**.

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

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

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

WHEREAS, the Department of Justice has made a grant award of \$79,342 to be allocated by COUNTY, KILLEEN and TEMPLE; and

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

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

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

Section 1.

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

Section 2.

Unless otherwise terminated, the term of this agreement shall begin on the date JAG funds are issued, and shall continue in effect until all funds are expended, but in no event shall this agreement continue beyond forty eight (48) months after the project start date of October 1, 2013.

Section 3.

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

Section 4.

JAG has allocated \$79,342 to COUNTY, KILLEEN and TEMPLE. JAG has distributed the funds as follows:

- a. COUNTY will receive \$0
- b. KILLEEN will receive \$64,780
- c. TEMPLE will receive \$14,562

In order to provide COUNTY with a portion of the funding, KILLEEN agrees to reduce their original allocation. The anticipated \$79,342 award will be allocated per agreement to COUNTY, KILLEEN and TEMPLE as follows:

- a. COUNTY will receive \$21,422 or 30%
- b. KILLEEN will receive \$40,068 or 45% and
- c. TEMPLE will receive \$17,852 or 25%.

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

Section 5.

Pursuant to the terms of the grant, the parties agree to expend \$79,342 from the 2013 Byrne Justice Assistance Grant Program by a date not than later forty eight (48) months after the project start date of October 1, 2013.

Section 6.

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

Section 7.

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

To COUNTY at: **Bell County Sheriff's Office**
 P.O. Box 749
 Belton, TX 76513
 Email: jon.burrows@co.bell.tx.us

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

To TEMPLE at: **City of Temple**
 105 S 5th
 Temple, TX 76501
 Email: dblackburn@ci.temple.tx.us

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

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

City of Killeen, Texas

City of Temple, Texas

County of Bell, Texas

City Manager
Glenn Morrison

City Manager
David Blackburn

Jon Burrows, County Judge

ATTEST:

ATTEST:

City Secretary

City Secretary



City Attorney

City Attorney

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

ZONING CASE #Z13-20 B-5 (BUSINESS DISTRICT) to B-3A (LOCAL BUSINESS AND RETAIL ALCOHOL SALES DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Nature of the Request

This request is to rezone part of Lot 1, Block 1, Y & J Addition, being Suite #105, from B-5 (Business District) to B-3A (Local Business and Alcohol Sales District). The property is located on the north right-of-way of W. Veterans Memorial Boulevard (Bus. Hwy. 190), approximately 450' east of N. Fort Hood Street (S. H. 195).

A building or premises in the B-3A local business and retail alcohol sales district shall be used only for the following purposes:

- 1) Any use permitted in the "B-3" district in accordance with the requirements of this division.
- 2) Package stores to be operated under, and in accordance with, a valid Texas Alcohol Beverage Commission issued permit.
- 3) Uses listed in the "B-3A local business and retail alcohol sales district shall not be incorporated by right into less restrictive zoning districts, including, without limitation, the "B-3", "B-4", or "B-5" districts, but shall be considered to be a stand-alone zoning district, except as provided for in this division.

Property Specifics

Applicant/Property Owner: James Lee

Property Location: The property is located on the north right-of-way of W. Veterans Memorial Boulevard (Bus. Hwy. 190), approximately 450' east of N. Fort Hood Street (S. H. 195), and is locally known as 1103 W. Veterans Memorial Boulevard, Suite #105, Killeen, Texas.

Legal Description: Part of Lot 1, Block 1, Y & J Addition.

Zoning/ Plat Case History:

- This property is part of the pre-1964 city limits.
- There has been no recent rezoning activity associated with this property.
- The property was platted as Lot 1, Block 1, Y & J Addition, which was filed for record on February 11, 2011 in Cabinet D, Slide 312-B, Bell County Public Records.

Character of the Area

Existing Land Use(s) on the Property: Retail building (under construction).

Figure 1. Zoning Map

See attachment

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water sanitary sewer, and drainage utility services are available to the above subject.

Transportation:

Existing conditions: The site abuts W. Veterans Memorial Boulevard (Bus. Hwy. 190), which is classified as a 110' principal arterial on the City's Thoroughfare Plan.

Proposed Improvements: None

Projected Traffic Generation: Minimal

Environmental Assessment

Topography: The site is at elevation 840'.

Regulated Floodplain/Floodway/Creek: This property is not located within any FEMA regulatory special flood hazard area (SFHA).

Land Use Analysis

Land Use Plan: The property is designated as 'General Commercial' on the future land use map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The Comprehensive Plan calls for a wide range of commercial retail and service uses, at varying scales and intensities depending on the site.

Consistency: This request is consistent with the plan.

Public Notification

Staff notified four (4) surrounding property owners within a 200' notification boundary. Staff received no objections.

Recommendation

The Planning and Zoning Commission recommended approval of the applicant's request for B-3A (Local Business and Retail Alcohol Sales District). The property is greater than 10,000 square feet and does not abut any residentially zoned properties. The building has a stucco façade, with meets the standards of the B-3A zoning district. There are various retail and commercial uses in this corridor, but there are no public/private schools, churches or hospitals in the area, nor any other B-3A zoned property.

Figure 1. Zoning Map



Subject Site

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-5 (BUSINESS DISTRICT) TO B-3A (LOCAL BUSINESS AND RETAIL ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, James Lee has presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of 1103 W. Veterans Memorial Boulevard, Suite #105, from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District), said request having been duly presented and recommended for approval of B-3A zoning, by the Planning and Zoning Commission of the City of Killeen, on the 24th day of June 2013, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 16th day of July 2013, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the request should be approved;

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

Section I. That the zoning classification of part of Lot 1, Block 1, Y and J Addition, being locally addressed as 1103 W. Veterans Memorial Boulevard, Suite # 105, Killeen, Texas, be changed from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District).

Section II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

Section III. That all ordinances and resolutions, or parts thereof, in conflict with the

provisions of this ordinance are hereby repealed to the extent of such conflict.

Section IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 16th day of July 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

Daniel A. Corbin, MAYOR

ATTEST:

Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM



Kathryn H. Davis, City Attorney

Case #13-20

Ord. # 13-

**PLANNING AND ZONING COMMISSION MEETING
MINUTES
JUNE 24, 2013**

**CASE #Z13-20
B-5 TO B-3A**

Hold a public hearing and consider a request by Y&J Investment Management, Inc., to rezone part of Lot 1, Block 1, Y&J Addition from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District). The property is locally known as 1103 W. Veteran's Memorial Blvd, Suite 105, Killeen, Texas.

Chairman Frederick requested staff comments.

City Planner McIlwain stated that this request is to rezone part of Lot 1, Block 1, Y & J Addition, being Suite #105, from B-5 (Business District) to B-3A (Local Business and Retail Alcohol Sales District). The property is located on the north right-of-way of W. Veterans Memorial Boulevard (Bus. Hwy.190), approximately 450' east of N. Fort Hood Street (S. H. 195) and is locally known as 1103 W. Veterans Memorial Blvd, Suite 105.

The property is designated as 'General Commercial' on the future land use map (FLUM) of the Comprehensive Plan. The Comprehensive Plan calls for a wide range of commercial retail and service uses, at varying scales and intensities depending on the site. This request is consistent with the plan.

Staff notified four surrounding property owners within a 200 foot notification boundary. No responses were received.

Staff recommended approval of the applicant's request for B-3A (Local Business and Retail Alcohol Sales District). The property is greater than 10,000 square feet and does not abut any residentially zoned properties. The building has a stucco façade, which meets the standards of the B-3A zoning district. There are various retail and commercial uses in this corridor, but there are not public/private schools, churches or hospitals in the area, nor any other B-3A zoned property.

Mr. Mitchell Matthias, 1302 E. Janis Dr, Killeen, TX, was present to represent this request. He owns a liquor store on W.S. Young Drive and wants to relocate to W. Veteran's Memorial Blvd.

Chairman Frederick opened the public hearing.

With no one requesting to speak the public hearing was closed.

Commissioner Dorroh motioned to recommend approval of the request to rezone suite #105 to B-3A. Commissioner Steine seconded the motion. The motion to recommend approval

passed 6-0.

Chairman Frederick stated that this will be presented to City Council on July 16, 2013, with a recommendation to approve.



Date Paid:	_____
Amount Paid:	\$ _____
Cash/MO #/Check #:	# _____
Receipt #:	_____

CASE #: Z13-20

City of Killeen Zoning Change Application

General Zoning Change [] Conditional Use Permit

Name(s) of Property Owner: Y&J INVESTMENT
 Current Address: 5217 LAKE SHORE DRIVE
 City: KILLEEN State: TEXAS Zip: 76543
 Home Phone: 254 699-8160 Business Phone: 254 526-0177 Cell Phone: 254 289-0668
 Email: SOLOMONAFCO@GMAIL.COM

Name of Applicant: _____
 (If different than Property Owner)

Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: () _____ Business Phone: () _____ Cell Phone () _____
 Email: _____

Address/Location of property to be rezoned: 1103 West Veteran MDR. Suit 105

Legal Description: _____

Metes & Bounds or Lot(s) Block () Subdivision Y&J Added

Is the rezone request consistent with the Comprehensive Plan? YES NO

Type of Ownership: _____ Sole Ownership _____ Partnership _____ Corporation _____ Other

Present Zoning: B-C Present Use: VACANT

Proposed Zoning: B-3A Proposed Use: LIQUOR STORE

Conditional Use Permit for: _____

This property was conveyed to owner by deed dated _____ and recorded in Volume _____, Page _____, Instrument Number _____ of the Bell County Deed Records. (Attached)

Is this the first rezoning application on a unilaterally annexed tract?
 Yes _____ (Fee not required) No _____ (Submit required fee)

APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: MITCHELL MATTHIAS
Mailing Address: 1302 *E, JAVIS DR
City: KILLEEN State: TX Zip: 76549
Home Phone: () _____ Business Phone: 254-247-0002 Email: _____

I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

be the point of contact between myself and the City: make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me. This authorization only applies to this specific zoning request.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to ace, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by my agent. Therefore, **I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter.** If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of Agent	<u>[Signature]</u>	Title	<u>AGENT</u>
Printed/Typed Name of Agent	<u>MITCHELL MATTHIAS</u>	Date	<u>5-15-2013</u>
Signature of Applicant	_____	Title	_____
Printed/Typed Name of Applicant	_____	Date	_____
Signature of Property Owner	<u>[Signature]</u>	Title	<u>PRESIDENT</u>
Printed/Typed Name of Property Owner	<u>JAMES LEE</u>	Date	<u>5-15-2013</u>
Signature of Property Owner	_____	Title	_____
Printed/Typed Name of Property Owner	_____	Date	_____
Signature of Property Owner	_____	Title	_____
Printed/Typed Name of Property Owner	_____	Date	_____

*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

#Z13-20

ZONING FROM:

B5 TO B3A

PROPERTY OWNER:

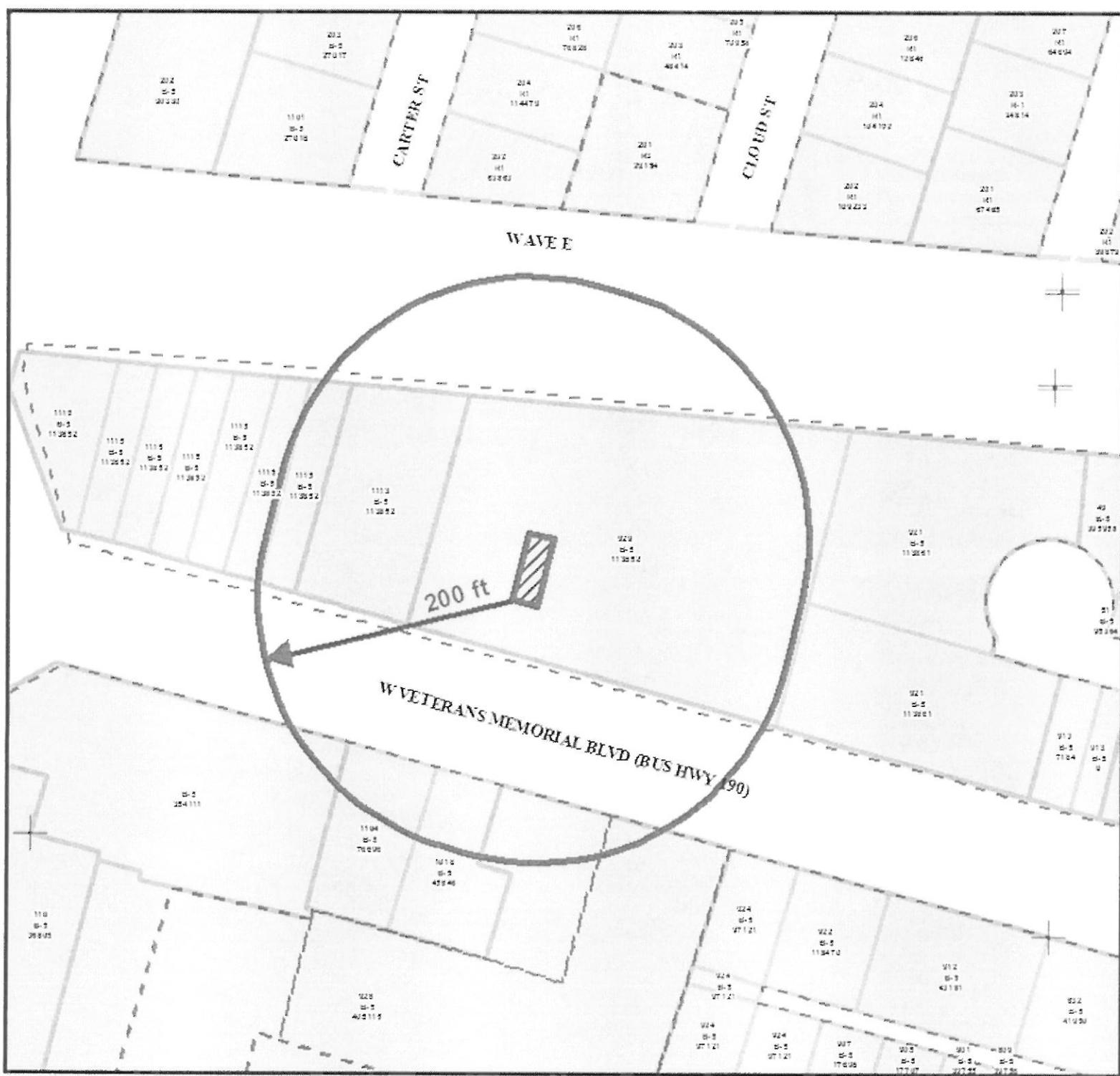
Y & J INVESTMENT
MANAGEMENT INC

LEGEND

-  200 Ft Buffer
-  Zoning Case
-  Current Zoning
-  Subdivision
-  Parcel
-  City Limits



Date: 5/31/2013



CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use is harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

AN ORDINANCE PROVIDING FOR THE SPECIFIC DISBURSEMENT OF THE PROCEEDS OF THE MUNICIPAL HOTEL OCCUPANCY TAX REVENUES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I. That the following sum be disbursed in support of arts activities in the City of Killeen during Fiscal Year 2013-2014:

The sum of \$207,750 being part of the proceeds of the Municipal Hotel Occupancy Tax revenues collected by the City of Killeen and allocated for the following purpose:

In accordance with Section 351.101 (a)(4), Tax Code, to the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibitions of these major arts forms, a sum in the amount of Two Hundred Seven Thousand Seven Hundred Fifty Dollars (\$207,750), which amount is not greater than 1/7 of the total hotel occupancy tax revenues collected, as required by law. In addition, grants awarded will reflect the diverse multi-cultural community of Killeen.

SECTION II. That said sums, totaling \$207,750, be specifically disbursed in the following manner:

Artesania y Cultura Hispana	\$5,000.00
Crossroads to Texas Quilt Guild	\$2,500.00
Cultura Filipiniana	\$15,000.00
• <i>11th Annual Barrio Fiesta in Killeen (\$8,000)</i>	
• <i>Talent Extravaganza 2014 (\$7,000)</i>	
Estrellas de Panama	\$2,900.00
Filipino American Organization of Central Texas	\$5,000.00
Four Winds Intertribal Society	\$25,000.00
Killeen LULAC Council 4535 Foundation	\$13,600.00
• <i>Dia de los Muertos Festival (\$3,000)</i>	
• <i>Cinco de Mayo Festival (\$7,600)</i>	
• <i>Latino Art Festival (\$3,000)</i>	
Killeen Sister Cities, Osan, Korea Committee	\$9,000.00
Killeen Volunteers, Inc. (Celebrate Killeen)	\$10,000.00
La Casa de Puerto Rico in Texas	\$8,000.00
Songhai Bamboo Roots Cultural Assoc.	\$21,000.00
Texas Heritage Committee	\$2,750.00
Vive Les Arts Societe	\$65,000.00
Vive Les Arts Children's Theatre	\$23,000.00

SECTION III. That disbursement of funds authorized in Section II is contingent upon the recipient's initial and continued eligibility and compliance under the provision of Section 351.101 (a) (4), Tax Code. In addition, grants awarded under Section II will reflect the diverse multi-cultural community of Killeen.

SECTION IV. That such disbursements authorized under Section II shall lapse at the end of the fiscal year (September 30, 2014) to the extent that they shall not have been expended or lawfully encumbered. Any organization that shall receive funds provided for herein shall from time to time, as requested by the City Council of the City of Killeen, report on its activities and the use of the funds herein designated, reporting as specifically stated in the individual contracts executed by each recipient.

SECTION V. 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 VI. That this ordinance shall be effective immediately upon its passage according to law.

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

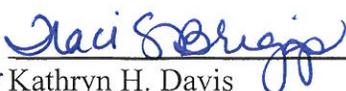
APPROVED:

Daniel A. Corbin, MAYOR

ATTEST:

Paula A. Miller
CITY SECRETARY

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY



FY 2013-2014 ARTS GRANT APPLICANTS

Artesania y Cultura Hispana	<p><u>Fiesta of Arts and Culture 2014 (September 7, 2014)</u> This project will include performances by musicians and dancers from Latin America who live in Texas and Panama. There will be a parade of flags from countries where they have members and will be dressed in traditional costumes. The main event includes honoring the Republic of Panama.</p> <p style="text-align: right;">FY 12-13: Requested \$5,000 Granted: \$5,000 FY 13-14: Requested \$5,000 Recommended \$5,000</p>
Crossroads to Texas Quilt Guild	<p><u>Shades of Texas Quilt Show (March 14-15, 2014)</u> A regional show that anticipates visitors from the Central Texas area and beyond. The event is publicized in national quilting magazines and on quilting WEB sites.</p> <p style="text-align: right;">FY 12-13: Did not apply last year FY 13-14: Requested \$2,500 Recommended \$2,500</p>
Cultura Filipiniana Arts, Inc. of Central Texas	<p><u>11th Annual Barrio Fiesta in Killeen "Palaboy", the Wanderer (January 25, 2014)</u> This event is a lavish preparation of music, songs, dances, games, foods, and parades. The Cultura Filipiniana Dance Troupe will feature Philippines with its diversified ethnic groups.</p> <p><u>Talent Extravaganza 2014 (May 3 2014)</u> This event will feature guest performers and the Cultura Filipiniana Dance Troupe. A workshop will take place to share our knowledge and culture through dance and music.</p> <p style="text-align: right;">FY 12-13: Requested \$8,000 Granted \$8,000 FY 13-14: Requested \$15,000 Recommended \$15,000</p>
Estrellas de Panama	<p><u>Carnaval International (February 2014)</u> This event includes a carnival, art exhibit and dance.</p> <p style="text-align: right;">FY 12-13: N/A, new applicant FY 13-14: Requested \$5,000 Recommended \$2,900</p>
Filipino American Organization of Central Texas	<p><u>Philippine Food Festival & Entertainment (September 13, 2014)</u> This event will include food booths with different Filipino foods to sample. There will be performances by Filipino dancers representing different cities in the Philippines.</p> <p style="text-align: right;">FY 12-13: Request \$3,000 Granted \$3,000 FY 13-14: Requested \$5,000 Recommended \$5,000</p>
Four Winds Intertribal Society, Inc.	<p><u>22nd Annual FWIS Powwow (September 20-21, 2014)</u> This is the only event of its kind in the Killeen/Ft. Hood area. Native and non-Native American artists and dancers will be presenting their artistry as the Four Winds surrounds you with sights, sounds, colors, and smells of Native America.</p> <p style="text-align: right;">FY 12-13: Requested \$25,000 Granted \$22,500 FY 13-14: Requested \$30,000 Recommended \$25,000</p>



FY 2013-2014 ARTS GRANT APPLICANTS

<p>Killeen LULAC Council 4535 Foundation</p>	<p><u>Dia de los Muertos Festival (November 2, 2013)</u> A traditional Mexican celebration during which relatives rejoice at the accomplishments and activities of those relatives that have died. The free celebration will be at Central Texas College.</p> <p><u>Cinco de Mayo Festival (May 3, 2014)</u> The festival will celebrate the arts and traditions of Latin America.</p> <p><u>Latino Art Festival (September 1-30, 2014)</u> An art festival held at the Killeen Civic and Conference Center.</p> <p>FY 12-13: Requested \$40,000 Granted \$34,500 FY 13-14: Requested \$18,000 Recommended \$13,600</p>
<p>Killeen Sister Cities, Osan, Korea</p>	<p><u>Tap Dance Show/Bboy (April 12, 2014)</u> The organization is bringing the very famous group Korean Bboy/Tap Dance Show to Killeen.</p> <p>FY 12-13: Requested \$25,000 Granted \$11,750 FY 13-14: Requested \$20,000 Recommended \$9,000</p>
<p>Killeen Volunteers, Inc. (Celebrate Killeen Committee)</p>	<p><u>Celebrate Killeen Festival (April 24-26, 2014)</u> This annual event features entertainment and arts & crafts for children, youth, and adults. The festival will end with a movie in the park.</p> <p>FY 12-13: Requested \$12,000 Granted \$10,000 FY 13-14: Requested \$10,000 Recommended \$10,000</p>
<p>La Case de Puerto Rico in Texas</p>	<p><u>The Musical of Christmas (December 7, 2013)</u> This event will be a formal affair and will debut the participation of one of the most famous tenor soloist from the island of Puerto Rico.</p> <p>FY 12-13: Requested \$12,500 Granted \$8,000 FY 13-14: Requested \$12,500 Recommended \$8,000</p>
<p>Songhai Bamboo Roots Association</p>	<p><u>Caribbean Afr'am Festival (August 2-3, 2014)</u> A multi-disciplined festival showcases different aspects of the African-Caribbean culture as a whole through music, dancing, drumming, arts and crafts, cuisine and market place, to include live concerts featuring local and international artists.</p> <p>FY 12-13: Request \$20,000 Granted \$12,500 FY 13-14: Requested \$25,000 Recommended \$21,000</p>



FY 2013-2014 ARTS GRANT APPLICANTS

Texas Heritage Committee	<p><u>Texas Heritage Celebration (May 24, 2014)</u> The Texas Heritage Committee serves to bring good old-fashioned music to Central Texas. The organization expects to bring six bands and three dance groups. The event will include artists and authors.</p> <p>FY 12-13: Requested \$5,000 Granted \$3,000 FY 13-14: Requested \$3,000 Recommended \$2,750</p>
Vive Les Arts Children's Theatre	<p>"Dora the Explorer" (May 2014) "Annie" (July 2014) Missoula International Children's Theatre Tour I (June 2014) Missoula International Children's Theatre Tour II (August 2014)</p> <p>FY 12-13: Requested \$25,000 Granted \$20,000 FY 13-14: Requested \$25,000 Recommended \$23,000</p>
Vive Les Arts Societe	<p>"Greater Tuna" (November 2013) "Caroline, Or Change" (February 2014) "Mousetrap" (Mar/April 2014) "Annie" (July 2014) "The 25th Annual Putnam County Spelling Bee" (September 2014)</p> <p>FY 12-13: Requested \$70,000 Granted \$65,000 FY 13-14: Requested \$70,000 Recommended \$65,000</p>

Killeen Arts Commission

FY 2013-14

- February 2013 – City staff solicited for grant applicants.
- February 8, 2013 – City Manager discussed the City's Comprehensive Plan at Arts Commission meeting.
- March 8, 2013 – City Staff conducted the Grant Applicants Workshop.
- April 12, 2013 – City Staff conducted the Grant Applicants Workshop make-up session.
- May 17, 2013 – KAC held the Grant Review Workshop.
- June 14, 2013 – KAC held the Grant Recommendation Workshop.

**PLEASE FILL OUT THIS CARD AND DROP OFF BEFORE YOU LEAVE TODAY
A GRANT APPLICATION WILL BE EMAILED TO YOU**

FY 13-14 Arts Commission Grant Application Workshop

Name of Organization:

March 8 April 12

Primary Contact Person & Title (one per organization):

Mailing address:

Email Address: _____

(NOTE: Most correspondence is sent out via email)

Phone # Day: _____ Evening: _____



ARTS GRANT APPLICANTS WORKSHOP

April 12, 2013
10:00 AM
City Hall, Council Chambers

Agenda

- I. Introductions
- II. Review of Arts Grant Calendar
- III. Review Recent Changes and Highlights from Rules and Regulations
- IV. Review of Various Forms
- V. Questions and Answers
- VI. Adjourn

Non-Profit Organizations interested in applying for an Arts Grant must attend one of the mandatory workshops:

March 8, 2013

April 12, 2013





FY 2013-2014



**ARTS COMMISSION GRANT
APPLICATION WORKSHOP**

**For events held between the months of
October 2013 through September 2014**

FRIDAY, MARCH 8, 2013

or

FRIDAY, APRIL 12, 2013

City Hall, Council Chambers
1st Floor, 101 N. College
Killeen, Texas

“The City Without Limits!”

Visit the official Killeen Arts Commission website
www.killeentexas.gov/arts



Dear Potential Arts Grant Applicant:

We are delighted that your organization has expressed an interest in seeking arts grant funds from the Killeen Arts Commission. For the sake of clarity and to ensure that you have appropriate expectations, we want to share some important information with you in advance.

- Grants are funded through an assessment process that is criterion-referenced. The criteria to be satisfied are discussed in grant workshops led by city officials, are outlined in the application itself, and appear on rating forms used by arts commissioners. Satisfying those criteria is required for funding, but it does not guarantee funding.
- When determining level of funding, arts commissioners consider a number of factors. Among, but not limited to, these factors are the following:
 - The project's contribution to the mission of the Killeen Arts Commission:
 - ❖ To develop a community multi-cultural arts program that will enhance tourism and hotel/motel use, through the arts;
 - ❖ To encourage an increase in quality arts programs available to the citizens of the City of Killeen;
 - ❖ To stimulate an interest in the local arts of all cultures and minority groups especially ensuring access for seniors and disabled citizens;
 - ❖ To encourage exposure to the arts for school-age citizens;
 - ❖ To preserve and develop the arts and to maximize the quality of the arts and their contributions to our City's culture;
 - ❖ To recommend the equitable distribution of resources from the public and private sectors necessary to accomplish the mission; and
 - ❖ To produce and promote activities which accomplish this mission.
 - History of the organization's previous grant applications, project implementation, and project evaluations
 - Growth of the organization and its projects over time
 - Professional judgement of the arts commissioners

Stewardship issues and budgetary limitations may prevent the Arts Commission from fully funding all grant applications. Please understand this, and don't set yourself up for disappointment. Additionally, we welcome your questions and comments; please don't wonder about something and not ask.

Sincerely,

A handwritten signature in blue ink that reads 'Alfonzo Leathers'.

Alfonzo Leathers, Chairperson
Killeen Arts Commission

A handwritten signature in blue ink that reads 'Martie Simpson'.

Martie Simpson
Interim Director of Finance

City Staff

- Martie Simpson, Interim Director of Finance
254.501.7731
msimpson@killeentexas.gov

- Whitney Pfaltzgraff, Accounting Specialist
254.501.7733
wpfaltzgraff@killeentexas.gov

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ARTS COMMISSION

Name	Address	Phone-W Phone-H	Initial Apmt.	Term Length - 3 Years -
Miok Doranski Member-at-Large	1801 Robert Tyler Drive Killeen 76542	526-6686	2004	2010-13
Peggy French Member-at-Large	1300 Pine Drive Killeen 76543	634-2385	1998	2010-13
Eric Shephard Dance/Drama/Writing	4902 Bending Trail Killeen 76542	526-9090 289-5091	2006	2011-14
Bette Gilmore Member-at-Large	1900 Mockingbird Lane Killeen 76541	634-6572	2012	2012-15
Troy Summerill Member-at-Large	301 W. 7 th Street Nolanville 76559	247-0171	2012	2011-14*
Alfonzo Leathers Folk Art/Painting/Sculpture	4404 Creekside Drive Killeen 76543	290-1851 680-0015	2004	2012-15
Ed Maunakea, Jr. Instrumental/Vocal Music	1001 Kathey Drive Killeen 76542	634-7806	1990	2010-13
Rachel Brent Member-at-Large	1802 Sandstone Killeen 76542	247-8438 616-1715	2012	2012-15
Jonathan Packer Member-at-Large	4808 Fossil Lane Killeen 76542	526-9551	2012	2011-14*
Julia Villaronga Member-at-Large	602 Trout Cove Killeen 76542	681-5678 289-3333	2004	2010-13

*Filled unexpired term

Membership: The Arts Commission shall consist of eleven members, a representative of instrumental and vocal music/radio/television/tape and sound recording, a representative of dance/drama/motion pictures/creative writing, a representative of folk art/painting sculpture/photography/graphic and craft arts/architecture/design and allied fields, an educator with a background in the Arts, and seven members of the public-at-large.

Duties: The Arts Commission shall solicit applications for projects from arts groups, shall review and hear requests for funding, shall adopt guidelines and criteria for applicants requesting funding. The Arts Commission's primary objective in evaluating applicants' projects will be the promotion of tourism and the convention and hotel industry based on, but not limited to, the project's involvement inside the City, the number of citizens to benefit from the project, the project's ability to promote tourism, the applicant's administrative and fiscal responsibility, the "multiplier effect" of the project, and the quality or artistic merit of the project. The Arts Commission shall submit to the City Council its recommendations for the allocation of funding regarding the use of municipal hotel occupancy tax revenue, and on long-range goals for the development of tourism and the convention and hotel industry through use of funding for the arts.

Source: Tax Code, Chapter 3651 and the City of Killeen Code of Ordinances, Chapter 2, Section 131

Term of Office: 3 Year Terms, staggered

Meetings: Monthly, 2nd Friday at 12:15 p.m.

Appointing Body: City Council

Appointments Subcommittee: All Council

Department Responsible: Finance



ARTS GRANT CALENDAR FY 2013-2014 ALLOCATION CYCLE

February 2013		City Staff solicits for grant applicants. Methods of advertisement: Notice on the City's Cable Access Channel and publish in the Sunday Edition's of the Killeen Daily Herald, under legal notices [February 17, and March 3, 2013.]
March 8, 2013	10:00 a.m.	City Staff conducts the Grant Applicants Workshop. Attendance at this meeting or the April 12th workshop is mandatory for all grant applicants. †
March 8, 2013	12:15 p.m.	Regular meeting of the Killeen Arts Commission.
March 11, 2013		City Staff begins accepting applications for the Annual 2013-14 Allocation Cycle.
April 12, 2013	10:00 a.m.	City Staff conducts the make-up session for the Grant Applicants Workshop. Attendance at this meeting or the March 8th workshop is mandatory for all grant applicants. †
April 12, 2013	12:15 p.m.	Regular meeting of the Killeen Arts Commission.
April 26, 2013		Deadline for applying for an Arts Grant for the Annual 2013-14 Allocation Cycle.
May 3, 2013		City Staff mails completed Grant Applications to Arts Commission members.
May 17, 2013	12:15 p.m.	Regular meeting of the Killeen Arts Commission. The Arts Commission conducts the Grant Review Workshop. Attendance at this meeting is mandatory for all grant applicants. †
NOTE <i>This is the 3rd Friday of the month instead of the usual 2nd Friday of the month</i>		
June 14, 2013	12:15 p.m.	Regular meeting of the Killeen Arts Commission. The Arts Commission will vote on recommendations for Arts Grants for the Annual 2013-14 Allocation Cycle. Attendance at this meeting is mandatory for all grant applicants. †
July 16, 2013*	5:00 p.m.	Killeen City Council Workshop. The City Council will discuss the recommendations of the Arts Commission.
July 23, 2013*	5:00 p.m.	Regular meeting of the City Council. The City Council will vote on recommendations of the Arts Commission.

Meetings will be held in the City Council Chambers

† See Killeen Arts Commission's Rules and Regulations regarding mandatory attendance at this workshop.

*Dates are subject to change by City Council

If you have any questions, please contact the Finance Department at 254.501.7733

**Killeen Arts Commission
Grant Requirements for Start-up Grants**

- I. Requirements for all Killeen Arts Commission (KAC) grant applicants:
 - A. Any organization applying for a KAC arts grant must declare up front which grant it is applying for (Major, Minor, or Start-up).
 - B. Once having declared which arts grant it is applying for, an organization is then bound by that declaration for the remainder of that grant application process.
 - C. Any organization ever awarded a KAC Major or Minor Grant will not be eligible to apply for a Start-up Grant.

- II. Requirements for Start-up Grants:
 - A. Basic Qualifications
 - 1. Except as stipulated in the remainder of this document, an organization which receives a Start-up Grant must fulfill the same requirements as recipients of Minor Grants and Major grants.
 - 2. An organization applying for a Start-up Grant must fulfill all requirements of the State of Texas for an Arts grant.

- III. An organization with a new Texas Non-Profit Charter number may apply for a Start-up Grant.
 - A. Amounts: Each KAC Start-up Grant ranges from \$1 to \$3,000.
 - B. Matching Funds: An organization receiving a Start-up Grant must provide at least ten percent (10%) matching funds of the Start-up Grant from the organization's own fund-raising efforts.
 - C. Time Limitations
 - 1. An organization may receive a Start-up Grant for a maximum of one KAC grant cycle.
 - 2. After receiving a Start-up grant, the same organization will only be eligible to apply for a Minor Grant or a Major Grant.
 - D. Application Forms: On the Financial Information form, the organization must provide only its financial projection for the proposed event (i.e., no other year financial information needs to be provided.)

E. Start-up Grant Recipients' Reimbursements

1. Organizations with Start-up Grants will be reimbursed according to the regular disbursement schedule of the Finance Department of the City of Killeen.
2. Organizations with Start-up Grants must present receipts totaling at least \$100 before disbursements will be made by the Finance Department of the City of Killeen.
3. Organizations with Start-up Grants will receive reimbursements for expenditures at the same rate and schedule as other organizations (i.e. up to 50% of grant 45 days before event, with final reimbursement within 30 days after Killeen Arts Commission approval of written evaluation).

F. Tax exemptions: An organization applying for a Start-up Grant must show at least a State of Texas non-profit charter.

G. Evaluations: The evaluation process for Start-up Grant recipients will be the same as for all other Arts Commission funded organizations.

KILLEEN ARTS COMMISSION



APPLICATION CHECKLIST

!!! IMPORTANT !!!

DON'T FORGET TO SUBMIT 15 COPIES OF YOUR APPLICATION AND ATTACHMENTS ON THE APPROPRIATE COLOR PAPER

- Fully completed original Application for Grants for the Arts, with original signatures to be submitted by April 26, 2013, deadline to the Finance Department
- Proposal is legible
- Budget totals added correctly
- Amount requested consistent with projected expenses and revenues
- A copy of the 501(C) Federal Tax Exemption letter from the Internal Revenue Service. (If applicable) *
- A copy of the State of Texas Certificate of Incorporation for a nonprofit organization or Certificate of Fact *
- Remember to keep a copy of your arts grant application
- Matching requirements met: Start-up Grant (10%), Minor Grant (25 %) and for Major Grants (50%)
- Federal Tax Identification Number must be provided
- Related party expenses, if any, total less than 10% of total grant requested
- Costume expenses, if any, total less than 25% of total grant requested
- Community members represented on Board of Directors

***must be dated in current calendar year**

APPLICATION FOR GRANTS FOR THE ARTS

Instructions

Section I Applicant Information

I-A Applicant Name and Mailing Address

- Provide the legal name of the organization, telephone number, e-mail address, mailing address of the organization, and a project contact person. Please refer to the Killeen Arts Commission's Rules and Regulations for the definitions of organizations, which are eligible to apply for a grant.

I-B Applicant Type and Tax Status

- Indicate if your organization is a nonprofit tax-exempt organization and provide your organizations Federal Tax Identification number. If your organization does not have a Federal Tax Identification Number, you will need to complete IRS Form SS-4 (Application for an Employer Tax Identification number) and submit it to the Internal Revenue Service.
- Enter the year of incorporation as a nonprofit organization. This date is stamped on your Certificate of Incorporation and your Articles of Incorporation approved by the Texas Secretary of State.
- Enter your organizations total operating budget for last year, current year, and total budget for all events for which you are applying for a grant.

Section II Grant Proposal Information

II-A General Information

- Enter the grant amount you are requesting from the City of Killeen. There are three classifications of arts grants – you must check one and submit 15 copies of your application on the appropriate colored paper:
 - A. A Start-up Grant will be in the sum of one dollar to three thousand dollars (\$1 - \$3,000) and requires a ten percent (10%) matching amount. Submit 15 copies on blue paper.
 1. Any organization applying for a start-up grant must declare that, up front.
 2. Any organization previously awarded a Killeen Arts Commission minor or major grant cannot apply for a start-up grant.
 3. An organization may receive a start-up grant for a maximum of one Killeen Arts Commission grant cycle.
 - B. A Minor Grant will be in the sum of one dollar to five thousand dollars (\$1 - \$5,000) and requires a twenty-five percent (25%) matching amount. Submit 15 copies on green paper.
 - C. A Major Grant will be in the sum of five thousand and one dollars and above (\$5,001 +) and requires a fifty percent (50%) matching amount. Submit 15 copies on yellow paper.
- List the events being proposed for funding, including the event title, performance date(s) and facility where event is to be held, if you have reserved the location and the seating capacity.
- If you are applying for more than one event, list separate titles and performance dates.

II-B Estimated Attendance

- Estimate the attendance or audience for each event, including number of nights out-of-town attendants will stay in a Killeen hotel. **This information is required.**

II-C Payment Information

- Refer to Rules & Regulations Section VI.604. Payment options will be outlined in the grant contract.

II-D Event/Project Description

- Use only the space provided to describe each event, exhibit, or activity for which you are requesting funding.

II-E Event Growth

- For events that have been held previously, show how your event has grown.

II-F Related Party Transactions

- Disclose any payments to board members or any other related parties. Proceeds paid out of City funds cannot exceed 10% of total grant. Amounts in excess of 10% must be shown in the other cash payments column.

Section III Organization Financial Information

- This section is used to evaluate your organization's fiscal condition. The first column is for your entire organization's total budget for your last fiscal year. The second column is for your entire organization's total budget for the current fiscal year. The last column is your organization's entire projected budget for the upcoming fiscal year. Each specific event budget breakdown is to be reflected in Section IV.
- Round all figures to the nearest whole dollar.
- Costume expenses cannot exceed more than 25% of your proposed grant request.
- Related party expenses cannot exceed 10% of your proposed grant request.

Section IV All Events Financial Information

- This section is used to reflect each specific event's budget for which you are applying for an Arts Grant. The first column is your last fiscal year budget for all events combined (from your last fiscal year grant application). The second column is your last fiscal year actuals for all events combined - what you actually spent on all your events combined (from your last fiscal year final evaluation). The third column is where you will list any variance between the first and second columns and then explain those variances at the bottom on that page. The last column is for your project budget for all events combined for the upcoming fiscal year for which you are applying for an arts grant. If you have more than one event you are required to submit Exhibit A to the Application for Grants for the Arts.

Section V Organization Background and History

- Provide the organization's mission statement as adopted by the Board of Directors.
Note: This is not a further description of your events, but a mission/philosophy that the program serves.
- List the organization's current board members.

Section VI Assurances

- Read this section carefully before signing.
- An authorized representative of the organization must sign application.

Exhibit A – Financial Information by Event

If you have more than one event you must complete an Exhibit A for each event you are requesting funding for.

- The first column is your last fiscal year budget for your event (from your last fiscal year grant application). The second column is your last fiscal year actuals for your event - what you actually spent on your event (from your last fiscal year final evaluation). The third column is where you will list any variance between the first and second columns and then explain those variances at the bottom on that page. The last column is your projected event budget for the upcoming fiscal year.

Please contact the City of Killeen Finance Department should you have any questions completing this application. The Finance Department is located on the third floor of the Killeen City Hall, 101 North College Street, Killeen, Texas, 76541. Please schedule an appointment well in advance of the grant application deadline.

The phone number: 254-501-7733.
The e-mail address: wpfaltzgraff@killeentexas.gov
The Internet address: www.killeentexas.gov/arts



CITY OF KILLEEN ARTS COMMISSION
APPLICATION FOR GRANTS FOR THE ARTS
 Application information provided must be limited to this form

I. APPLICANT INFORMATION

A. APPLICANT NAME AND MAILING ADDRESS

Name of Organization: Tax Id Number:
 Mailing Address:
 Telephone #: E-Mail Address:
 Contact Person & Title: Telephone #:
NOTE: This is the person we will contact with any questions on your application

B. APPLICANT TYPE AND TAX STATUS

1. Are you incorporated as a nonprofit organization in the State of Texas? Yes No

If yes, please attach current Certificate of Fact from the Texas Secretary of State (must be dated in current year).

Year Incorporated: Fiscal year of organization: From To

If no, complete Section B2.

2. If you are not incorporated in the State of Texas as a nonprofit organization, you must apply under an Umbrella Group which is incorporated as a nonprofit organization in the State of Texas and has IRS Section 501 (C) (3) tax-exempt status, if applicable. The Umbrella Group will be considered as the applicant for purposes of this grant application.

Name of Umbrella Group: Tax Id Number:
 Mailing Address:
 Telephone #: E-mail Address:
 Umbrella Group Contact Person: Telephone #:

Is the umbrella group charging a fee for this service? Yes No
 If yes, what is the fee amount?

3. Does your organization (or your umbrella group, if applicable) annual gross receipts, exceed \$25,000?
 Yes No

If yes, please attach a copy of your 501(c) 3 tax exemption letter from the Internal Revenue Service (must be dated in current year).

What is your organizations total annual operating budget (include all events)?

Last Year Entire Organization's Budget (FY 11-12): Current Year Entire Organization's Budget: (FY 12-13) Total Projected Budget for all Event(s) :(FY 13-14)

II. GRANT PROPOSAL INFORMATION

A. GENERAL INFORMATION

Grant amount requested from the City of Killeen: \$

Funding Options (only check one):

- Start-Up** Grant (up to \$3,000).....Please submit 15 copies of your Application for Grants for the Arts on **blue** paper
- Minor Grant (up to \$5,000).....Please submit 15 copies of your Application for Grants for the Arts on **green** paper
- Major Grant (\$5,000 and up).....Please submit 15 copies of your Application for Grants for the Arts on **yellow** paper

** For first time applicants only

Event(s) must be held between: Start: To End:

Event Title*	Performance Dates*	Event Location*	Location Reserved?	Seating Capacity
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

*Required for submission to the Arts Commission

Are the facilities accessible to handicapped/disabled persons? Yes No

B. ESTIMATED ATTENDANCE

Please estimate the following:

- Total attendance /audience
- Out-of-town attendance/audience
- Out-of-town attendance that will stay overnight in a Killeen hotel
- Number of nights out-of-town attendance will stay in a Killeen hotel

	Event 1	Event 2	Event 3	Event 4
_____	<input style="width: 50px;" type="text"/>			
_____	<input style="width: 50px;" type="text"/>			
_____	<input style="width: 50px;" type="text"/>			
_____	<input style="width: 50px;" type="text"/>			

How will these numbers be determined?

C. PAYMENT INFORMATION

Refer to Arts Commission Rules and Regulations Section VI (604).

D. EVENT/PROCESS DESCRIPTION

Briefly describe the event(s), identifying content or nature of the event(s). Describe your plans for the event(s) to stimulate tourism in Killeen.

[Empty response box for Section D]

E. Describe how your event(s) has grown since receiving funds from Killeen's Hotel/Motel Tax Revenues.

[Empty response box for Section E]

F. RELATED PARTY TRANSACTIONS

Arts Commission Rule and Regulations 501 (C) (11) limits payments that you may make from your grant proceeds to related party entities to no more than 10 % of your grant amount. If you proposed to make payments to any related party entities, please disclose the entity, amount of the payments, and the grant category, in which the payment is budgeted in the space below.

[Empty response box for Section F]

III. ORGANIZATION FINANCIAL INFORMATION

DO NOT INCLUDE IN-KIND ACTIVITY

REVENUES	Last Year (FY 11-12) Entire Organization's Budget	Current Year (FY 12-13) Entire Organization's Budget	Upcoming Year (FY 13-14) Entire Organization's Projected Budget
EARNED			
Admissions charges	<input type="text"/>	<input type="text"/>	<input type="text"/>
Registration fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Event fundraising	<input type="text"/>	<input type="text"/>	<input type="text"/>
Concessions, parking, publications, advertisers	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other earned income (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>
UNEARNED			
Killeen Arts Commission Grant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Texas Commission on the Arts Grant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contributions and donations	<input type="text"/>	<input type="text"/>	<input type="text"/>
Membership fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other unearned income (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL REVENUES	<input type="text"/>	<input type="text"/>	<input type="text"/>
EXPENSES			
All paid personnel (Staff)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Outside professional services	<input type="text"/>	<input type="text"/>	<input type="text"/>
Space rental	<input type="text"/>	<input type="text"/>	<input type="text"/>
Travel and transportation	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment rental	<input type="text"/>	<input type="text"/>	<input type="text"/>
Supplies and materials	<input type="text"/>	<input type="text"/>	<input type="text"/>
Costumes*	<input type="text"/>	<input type="text"/>	<input type="text"/>
Exhibition rental fee/royalty	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Promotion, media, printing, and postage	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL EXPENSES	<input type="text"/>	<input type="text"/>	<input type="text"/>

*(Costume expenses cannot exceed more than 25% of your proposed grant request.)

Explain any variances (use additional sheet if necessary)

IV. ALL EVENTS FINANCIAL INFORMATION

If you are applying for more than one event use Exhibit A to list each event's budget.

DO NOT INCLUDE IN-KIND ACTIVITY

REVENUES	Last Year (FY 11-12) All Events Budget <small>(From your FY 10-11 grant application)</small>	Last Year (FY 11-12) All Events Actual <small>(From your FY 10-11 final evaluation)</small>	Variance (explain below)	Upcoming Year (FY 13-14) All Events Projected Budget
EARNED				
Admissions charges	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Registration fees	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Event fundraising	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Concessions, parking, publications, advertisers	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other earned income (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
UNEARNED				
Killeen Arts Commission Grant	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Texas Commission on the Arts Grant	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contributions and donations	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Membership fees	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other unearned income (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL REVENUES	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
EXPENSES				
All paid personnel (Staff)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Outside professional services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Space rental	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Travel and transportation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment rental	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Supplies and materials	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Costumes*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Exhibition rental fee/royalty	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Promotion, media, printing, and postage	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL EXPENSES	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*(Costume expenses cannot exceed more than 25% of your proposed grant request.)

Explain any variances (use additional sheet if necessary)

V. ORGANIZATION BACKGROUND AND HISTORY

A. Describe your organization, including other events, purpose of existence, mission, and brief history.

1. Number of active members: 2. Membership fee, if any: 3. Number of active volunteers:

B. List of current board members, officers, and administrative staff, as applicable.

VI. ASSURANCES

1. I certify that the information contained in this application is true and correct to the best of my knowledge and that I am authorized to make this application on behalf of the organization herein described for the purpose of receiving a grant for the Arts from the City of Killeen, Texas.
2. As stated in the Killeen Arts Commission Rules and Regulations, all grant applicants are required to have informed representation at the Arts Grant Application Workshop, at the Arts Commission meetings when their grant application is being considered by the Arts Commission, and when their final evaluation report is being reviewed by the Arts Commission for approval. Failure to comply with the rules and regulations will result in the applicant or grant recipient being ineligible for funding.
3. The applicant is a nonprofit entity as defined by the State of Texas.
4. The applicant understands that the City of Killeen actively reviews and evaluates all aspects of the programs and processes and incorporates changes which may occur at any time throughout the funding calendar. The Killeen Arts Commission will provide updates on changes as they are adopted.
5. None of my agents, representatives, sub consultants, nor I have undertaken or will undertake any activities or actions to promote or advertise any cultural arts funding proposal to any member of the Killeen Arts Commission, member of the Killeen City Council or City staff except in the course of City-sponsored inquiries, interviews or presentation between the date that the application is submitted and the date of award by City Council.
6. The filing of this application by the undersigned, officially authorized to represent the applicant organization, has been duly approved by the governing board of the applicant organization.
 This application was approved by the applicant's board on _____
 This application is scheduled to be approved by the applicant's board on _____
7. The City of Killeen reserves the right to request more information.

Signatures of Applicant

Printed or Typed Name

Printed or Typed Title

Date

EXHIBIT A

FINANCIAL INFORMATION BY EVENT

Complete a separate Exhibit A for each event you are requesting grant funds for.

EVENT TITLE:

REVENUES	Last Year (FY 11-12) Event Budget <small>(From your FY 11-12 grant application)</small>	Last Year (FY 11-12) Event Actual <small>(From your FY 11-12 final evaluation)</small>	Variance <small>(Explain on separate sheet)</small>	Upcoming Year (FY 13-14) Event Projected Budget
<u>EARNED</u>				
Admissions charges	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Registration fees	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Event fundraising	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Concessions, parking, publications, advertisers	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Other earned income (Specify):	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<u>UNEARNED</u>				
Killeen Arts Commission Grant	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Texas Commission on the Arts Grant	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Contributions and donations	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Membership fees	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Other unearned income (Specify):	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
TOTAL REVENUES	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
EXPENSES				
All paid personnel (Staff)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Outside professional services	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Space rental	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Travel and transportation	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Equipment rental	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Supplies and materials	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Costumes*	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Exhibition rental fee/royalty	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Insurance	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Promotion, media, printing, and postage	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Other (Specify):	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
TOTAL EXPENSES	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

*(Costume expenses cannot exceed more than 25% of your proposed grant request.)

Grantor's Original Contract
 Grantee's Original Contract

STATE OF TEXAS
COUNTY OF BELL



MUNICIPAL HOTEL OCCUPANCY TAX REVENUES
RECIPIENT CONTRACT
("THE ARTS")

WHEREAS, by Ordinance, [REDACTED] dated [REDACTED], the City Council of the City of Killeen authorized an Arts Grant of [REDACTED] (\$ [REDACTED]) to [REDACTED] from the Municipal Hotel Occupancy Tax revenues allocated for the following purpose:

In accordance with Section 351.101(a)(4) of the Tax Code, to the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

WHEREAS, the City of Killeen, hereinafter Grantor, and [REDACTED], hereinafter Grantee, have agreed to certain grant terms and wish to document the same;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

RESPONSIBILITIES OF GRANTEE

1. STATEMENT OF WORK. Grantee shall use said Grant funds for the primary purpose of promoting tourism and the convention and hotel/motel industry in the City of Killeen, specifically through the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibitions of these major arts forms, by means of the event(s) described on Exhibit I attached

Events must be completed within the City's fiscal year (October 1 through September 30) for which funding is provided. No later than 45 days prior to your event grantee will be required to submit an Amended Application for Grants for the Arts for Arts Commission approval if there is any change to the event such as date, location, scope/nature of event, or the budget paid out of city funds.

2. ASSURANCES. The Grantee shall perform its obligations under this contract in compliance with all of the terms and conditions of this contract and applicable requirement of the Texas Commission on the Arts and the National Endowment for the Arts. These requirements include, but are not limited to, the following:
- (A) Texas Arts Plan, Texas Commission on the Arts, September, 1993.
 - (B) Federal Office of Management and Budget (OMB) Circular A-133 ("Audits of Institutions of Higher Learning and Other Non-Profit Institutions").
 - (C) OMB Circular A-110 ("Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").
 - (D) OMB Circular A-21 ("Cost Principles for Education Institutions").
 - (E) OMB Circular A-122 ("Cost Principles for Non-Profit Organizations").
 - (F) OMB Circular A-102 ("Uniform Administrative Requirements for grants-in-aid to State and Local Governments") and Circular A-128 ("Grants and Cooperative Agreements with State and Local Governments").
 - (G) OMB Circular A-87 ("Cost Principles for State and Local Governments").
 - (H) Part 505 (29 CFR) Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts.

The provisions of such requirements are hereby incorporated by reference into this contract as if fully rewritten herein. Copies of the above listed Federal guidelines can be obtained from the Federal Office of Management and Budget or local libraries.

By execution of this contract, the Grantee agrees to comply with National Endowment for the Arts regulations under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Drug-Free Workplace Act of 1988, the Americans Disabilities Act of 1990 as specified in Exhibit "C" which is attached and made a part of this contract.

3. DISBURSEMENT CONTINGENCIES. Grantee understands and agrees that disbursement of funds is contingent upon the Grantee's initial and continued eligibility and compliance under the provisions of Section 351.101(a)(4) of the Tax Code, and the terms and requirements of this Contract and the Killeen Arts Commission Rules and Regulations

If Grantee fails to timely comply with the requirements of this Contract, Grantee shall have breached this Contract and the City of Killeen shall be relieved of any obligation to make grant payments to Grantee.

4. MATCHING GRANT. Grantee agrees that it shall provide monies towards the funding of the event in the amount equal to [] percent ([] %) of the funds provided by Grantor.
5. LIST OF EVENTS. Pursuant to Texas Tax Code Section 351.108, before making an expenditure, Grantee shall specify in a list, which is included in the Application for Grants for the Arts, each scheduled event that is directly funded by the tax or has its administrative costs funded in whole or in part by the tax; and is directly enhancing and promoting tourism and the convention and hotel/motel industry. This list is provided to

the Director of Finance before making an expenditure of hotel occupancy tax funds. Any material changes from the original Application for Grants for the Arts must be presented to the Arts Commission before the event.

6. **MAINTAIN FINANCIAL RECORDS.** Grantee shall maintain financial records according to generally accepted standards of accounting and financial reporting. Such records shall be subject to examination and audit by Grantor.

7. **REQUIRED REPORTS:**

Grantees with only one event for the entire grant year:

BEFORE YOUR EVENT: Optional - you can request up to 50% of the grant funds no sooner than 45 days prior to completion of your event by submitting a drawdown request using Exhibit A-DDR and Exhibits B, with supporting documentation, to the Finance Department

AFTER YOUR EVENT: Mandatory - you must submit your Final Evaluation Report using Exhibit A-Final and Exhibits B on or before 45 days after completion of your event. Refer to paragraph 8B below for details

Grantees with multiple events, but not considered year-long:

BEFORE YOUR EVENT: Optional - you can request up to 50% of the grant funds allocated for each specific event no sooner than 45 days prior to completion of each specific event by submitting a drawdown request using Exhibit A-DDR and Exhibits B, with supporting documentation, to the Finance Department.

AFTER EACH SPECIFIC EVENT: Mandatory – After each specific event you must submit your Event Evaluation Report using Exhibits A-Event and Exhibits B, on or before 45 days after completion of your event. After your final event you must also submit a Final Evaluation Report for all events combined using Exhibits A-Final and Exhibits B no later than September 30 of the current grant year or within 45 days after completion of the final event, whichever is later. Refer to paragraph 8B below for details.

Grantees with year-long event:

BEFORE YOUR EVENT: Optional - you can request up to 25% of your grant money for each of the first three quarters (January, April, and July) by submitting a drawdown request using Exhibit A-DDR and Exhibits B, with supporting documentation, to the Finance Department.

AFTER YOUR FINAL EVENT: Mandatory – you must submit your Final Evaluation Report using Exhibit A-Final and Exhibits B no later than September 30 of the current grant year or within 45 days after completion of the final event, whichever is later. Refer to paragraph 8B below for details

Both the Event and the Final Evaluation reports must indicate the specific use of the Grant funds, evaluating conformance with the applicable restrictions of Texas Tax Code, Chapter 351, and include the financial information for all events combined and the requirements in paragraph 8(B) below. If the report is not received within the timeframe specified above the City of Killeen shall be relieved of any obligation to make grant payment to Grantee.

8. OTHER REQUIREMENTS. The Grantee shall provide the following to the Killeen Arts Commission:
- (A) A minimum of six tickets to the event 10 days in advance of the event; and
 - (B) A completed Final Evaluation Report, (Exhibit A-Final), within the timeframe specified in paragraph 7 above to include the following:
 - (1) REQUIRED: A minimum of four (4) power point slides or a 1-2 minute computer-generated image (compatible with City equipment) indicative of the event/s.
 - (2) REQUIRED: Copies of all advertising, credits, and listing of any air time used, as well as copies of any newspaper articles, programs, and promotional materials used in connection with the event/s.
 - (3) REQUIRED: Sufficient documentation of expenses such as written estimates by the vendor or service provider, invoices, statements, or canceled checks supporting such. **Documentation must be supported by the expense summary sheets at Exhibit "B".** Payment for actual cost shall not exceed the amount of the Grant awarded.
 - (4) REQUIRED: Documented marketing efforts used to account for the percentage of out-of-town audience and participants. Documented use of Exhibit "E" (Cultural/Arts Grant Recipient Tourism Survey) or other similar marketing efforts, used to determine the promotion of tourism, convention and hotel/motel use, resulting from the event/s.
 - (C) A completed "Texas Commission on the Arts" evaluation form, Exhibit "D", within forty-five (45) days after completion of the event. This is only required for those groups that received TCA funding during the year for which this contract is applicable.
9. ACKNOWLEDGMENT OF GRANT. Grantee shall acknowledge Grantor's participation in funding of any event. Grantee shall credit Grantor for its support in all press releases, printed programs and promotional materials, including season brochures, flyers, hand bills, newsletters, annual reports, and all other mailing pieces. The following acknowledgment line shall be used:

“This event/program/performance/exhibition is supported, in part, by funds from the City of Killeen, Texas, Municipal Hotel Occupancy Tax Revenues and other funding sources as stated in the contract.”

For Radio/Audio ONLY: “Sponsored in part by a grant from the City of Killeen, Hotel/Motel Occupancy Tax.”

10. LAWS TO BE OBSERVED. The Grantee shall keep fully informed of all Federal, State and Local ordinances, which in any manner affect those engaged in each event, or which in any way affect the conduct of each event. Grantee shall at all times observe and comply with all such laws and ordinances.
11. PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Grantee is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Grantee shall provide for such use by suitable legal contract with the patentee or owner. The Grantee shall indemnify and save harmless the Grantor, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Grantor, its officers, agents and employees for any costs, expenses, including attorneys’ fees, and damages which Grantee may be obliged to pay by reason of an infringement.
12. HOLD HARMLESS. Grantee shall indemnify and hold harmless Grantor and its Officers, agents and employees from all suits, actions, or claims of any character, type or description, including claims for contribution, indemnity and the reasonable and necessary costs including attorneys fees, brought or made for or on account of any injuries, expenses or damages received or sustained by any person or persons or property, arising out of, or occasioned by the acts of Grantee or its officers, agents, artists or employees, in the execution or performance of this contract and/or each event listed herein.
13. PROPERTY OF THE CITY. By execution of this contract, all material submitted to the City of Killeen regarding an Arts grant shall become the sole property of the City of Killeen.

RESPONSIBILITIES OF GRANTOR

1. **PAYMENTS. Grantor will not accept any reimbursement request that is not timely submitted and not supported by the required documentation. Upon Grantee’s timely compliance with all requirements of this Contract, Grantor shall make payment of the Grant funds according to the following schedule:**

Grantees with only one event for the entire grant year:

Advance drawdown request payment will be made not later than 30 days after receiving your required report specified in paragraph 7 above.

Final payment will be made not later than 30 days after the Arts Commission has voted to accept your Final Evaluation Report. Payment for actual costs shall not exceed the amount of the Grant awarded.

Grantees with multiple events, but not considered year-long:

Drawdown request payments prior to each specific event will be made not later than 30 days after receiving the required report as specified in paragraph 7 above.

Drawdown request payments after each specific event, other than the final event, will be made not later than 30 days after receiving the required report as specified in paragraph 7 above.

Payment for the final event will be made not later than 30 days after the Arts Commission has voted to accept your Final Evaluation Report. Payment for actual costs shall not exceed the amount of the Grant awarded.

Grantees with year-long event:

Three quarterly payments in the amount of \$ each, will be made not later than 30 days after receiving the required report as specified in paragraph 7 above. The final quarterly payment will be made not later than 30 days after the Arts Commission has voted to accept your Final Evaluation Report. Payment for actual costs shall not exceed the amount of the Grant awarded.

Grant payments shall be made to the Grantee only and shall not be made directly to a vendor or service provider.

- 2. NO LIABILITY. Grantor shall not be liable to the Grantee for costs incurred or for activities performed by the Grantee before the commencement of this Contract.
- 3. EXHIBITS AND GUIDELINES. All exhibits and guidelines attached to this contract are incorporated herein by reference as though set forth verbatim.

Executed this _____ day of _____, 2013.

ATTEST

GRANTOR: CITY OF KILLEEN

Paula A. Miller
City Secretary

Glenn P. Morrison
Interim City Manager

ATTEST

GRANTEE: _____

Printed name:
Witness

Printed name:
Title:

EXHIBIT I
MUNICIPAL HOTEL OCCUPANCY TAX REVENUES
RECIPIENT CONTRACT
("THE ARTS")

Grantee: _____

Event	Date	Location	Awarded Grant Amount	Event Evaluation Report Due Date	Final Evaluation Report Due Date

The above events are correct as listed. I understand that any changes must be submitted in writing by completing the section below and sending to the City of Killeen Finance Department, with an Amended Application for Grants for the Arts, no later than 45 days prior to the event/s that have a change. If you have any questions please contact staff at 254-501-7733. **Any changes to the original contracted dates above must be reviewed and approved by the Arts Commission prior to your event.**

I also understand that failure to notify of any changes or not submitting Evaluation Reports by the due dates above may result in forfeiture of grant funds.

 Signature Print Name & Title Date

To: City of Killeen Finance Department

Our event information has changed as listed below.

NOTE: You MUST also calculate your new Evaluation Report due dates and enter below. Evaluation Reports are due on or before 45 days after completion of your event. For multiple events and year-long events your Final Evaluation Report must be submitted no later than September 30 of the current grant year or within 45 days after completion of your final event, whichever is later.

Event	Date	Location	Awarded Grant Amount	Event Evaluation Report Due Date	Final Evaluation Report Due Date

I understand that failure to notify of any additional changes or not submitting Evaluation Reports by the due dates above may result in forfeiture of grant funds.

 Signature Print Name & Title Date



CITY OF KILLEEN ARTS COMMISSION
AMENDED APPLICATION FOR GRANTS FOR THE ARTS

Application information provided must be limited to this form
NOTE: You must also complete and submit Exhibit I to your Municipal Hotel Occupancy Tax Revenues Recipient Contract.

I. APPLICANT INFORMATION

A. APPLICANT NAME AND MAILING ADDRESS

Name of Organization: [] Tax Id Number: []
Mailing Address: []
Telephone #: [] E-Mail Address: []
Contact Person & Title: [] Telephone #: []
NOTE: This is the person we will contact with any questions on your application

B. APPLICANT TYPE AND TAX STATUS

1. Are you incorporated as a nonprofit organization in the State of Texas? Yes [] No []
If yes, please attach current Certificate of Fact from the Texas Secretary of State (must be dated in current year).

Year Incorporated: [] Fiscal year of organization: From [] To []

If no, complete Section B2.

2. If you are not incorporated in the State of Texas as a nonprofit organization, you must apply under an Umbrella Group which is incorporated as a nonprofit organization in the State of Texas and has IRS Section 501 (C) (3) tax-exempt status, if applicable. The Umbrella Group will be considered as the applicant for purposes of this grant application.

Name of Umbrella Group: [] Tax Id Number: []
Mailing Address: []
Telephone #: [] E-mail Address: []
Umbrella Group Contact Person: [] Telephone #: []
Is the umbrella group charging a fee for this service? Yes [] No []
If yes, what is the fee amount? []

II. GRANT PROPOSAL INFORMATION

A. GENERAL INFORMATION

Grant amount approved by the City of Killeen for this event: []

Funding Options (for all events combined) (only check one):

- [] Start-Up** Grant (up to \$3,000).....Please submit 15 copies of your Application for Grants for the Arts on blue paper
[] Minor Grant (up to \$5,000)..... Please submit 15 copies of your Application for Grants for the Arts on green paper
[] Major Grant (\$5,000 and up).....Please submit 15 copies of your Application for Grants for the Arts on yellow paper

** For first time applicants only

Event(s) must be held between: Start: [October 1, 2013] To End: [September 30, 2014]

Previously approved information (input information from your grant application):

Event Title*	Performance Dates*	Event Location*	Location Reserved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Seating Capacity
<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>

Amended information:

Event Title*	Performance Dates*	Event Location*	Location Reserved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Seating Capacity
<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>

**Required for submission to the Arts Commission*

Are the facilities accessible to handicapped/disabled persons? Yes No

B. ESTIMATED ATTENDANCE

Please estimate the following:

- Total attendance /audience
 - Out-of-town attendance/audience
- Out-of-town attendance that will stay overnight in a Killeen hotel
 - Number of nights out-of-town attendance will stay in a Killeen hotel

Previously Approved	Amended Information
<input type="text"/>	<input type="text"/>

How will these numbers be determined?

C. EVENT/PROCESS DESCRIPTION PREVIOUSLY APPROVED BY THE ARTS COMMISSION

(Information must agree with your original grant application)

Briefly describe the event(s), identifying content or nature of the event(s). Describe your plans for the event(s) to stimulate tourism in Killeen.

C. EVENT/PROCESS DESCRIPTION AS AMENDED

Briefly describe the event(s), identifying content or nature of the event(s). Describe your plans for the event(s) to stimulate tourism in Killeen.

III. FINANCIAL INFORMATION BY EVENT

EVENT TITLE: _____

REVENUES	Event Budget (From your FY 13-14 grant application) (As approved)	Event Budget (Amended)	Variance (Explain on separate sheet)
<u>EARNED</u>			
Admissions charges	<input type="text"/>	<input type="text"/>	<input type="text"/>
Registration fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Event fundraising	<input type="text"/>	<input type="text"/>	<input type="text"/>
Concessions, parking, publications, advertisers	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other earned income (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>
<u>UNEARNED</u>			
Killeen Arts Commission Grant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Texas Commission on the Arts Grant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contributions and donations	<input type="text"/>	<input type="text"/>	<input type="text"/>
Membership fees	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other unearned income (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL REVENUES	<input type="text"/>	<input type="text"/>	<input type="text"/>
<u>EXPENSES</u>			
All paid personnel (Staff)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Outside professional services	<input type="text"/>	<input type="text"/>	<input type="text"/>
Space rental	<input type="text"/>	<input type="text"/>	<input type="text"/>
Travel and transportation	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment rental	<input type="text"/>	<input type="text"/>	<input type="text"/>
Supplies and materials	<input type="text"/>	<input type="text"/>	<input type="text"/>
Costumes*	<input type="text"/>	<input type="text"/>	<input type="text"/>
Exhibition rental fee/royalty	<input type="text"/>	<input type="text"/>	<input type="text"/>
Insurance	<input type="text"/>	<input type="text"/>	<input type="text"/>
Promotion, media, printing, and postage	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (Specify):	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL EXPENSES	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Costume expenses cannot exceed more than 25% of your proposed grant request

IMPORTANT

You must also complete Exhibit I of your *Municipal Hotel Occupancy Tax Revenues Recipient Contract* and attach it to this amended application. If amended application is approved by the Killeen Arts Commission, then Exhibit I will become part of your contractual obligation.

IV. ASSURANCES

1. I certify that the information contained in this amended application is true and correct to the best of my knowledge and that I am authorized to make this amended application on behalf of the organization herein described for the purpose of receiving a grant for the Arts from the City of Killeen, Texas.
2. As stated in the Killeen Arts Commission Rules and Regulations, all grant applicants are required to have informed representation at the Arts Grant Application Workshop, the Arts Commission meetings when their amended grant application is being considered by the Arts Commission, and when their final evaluation report is being reviewed by the Arts Commission for approval. Failure to comply with the rules and regulations will result in the applicant or grant recipient being ineligible for funding.
3. The applicant is a nonprofit entity as defined by the State of Texas.
4. The applicant understands that the City of Killeen actively reviews and evaluates all aspects of the programs and processes and incorporates changes which may occur at any time throughout the funding calendar. The Killeen Arts Commission will provide updates on changes as they are adopted.
5. None of my agents, representatives, sub consultants, nor I have undertaken or will undertake any activities or actions to promote or advertise any cultural arts funding proposal to any member of the Killeen Arts Commission, member of the Killeen City Council or City staff except in the course of City-sponsored inquiries, interviews or presentation between the date that the application is submitted and the date of award by City Council.
6. The filing of this amended application by the undersigned, officially authorized to represent the applicant organization, has been duly approved by the governing board of the applicant organization.
 This amended application was approved by the applicant's board on _____
 This amended application is scheduled to be approved by the applicant's board on _____
7. The City of Killeen reserves the right to request more information.

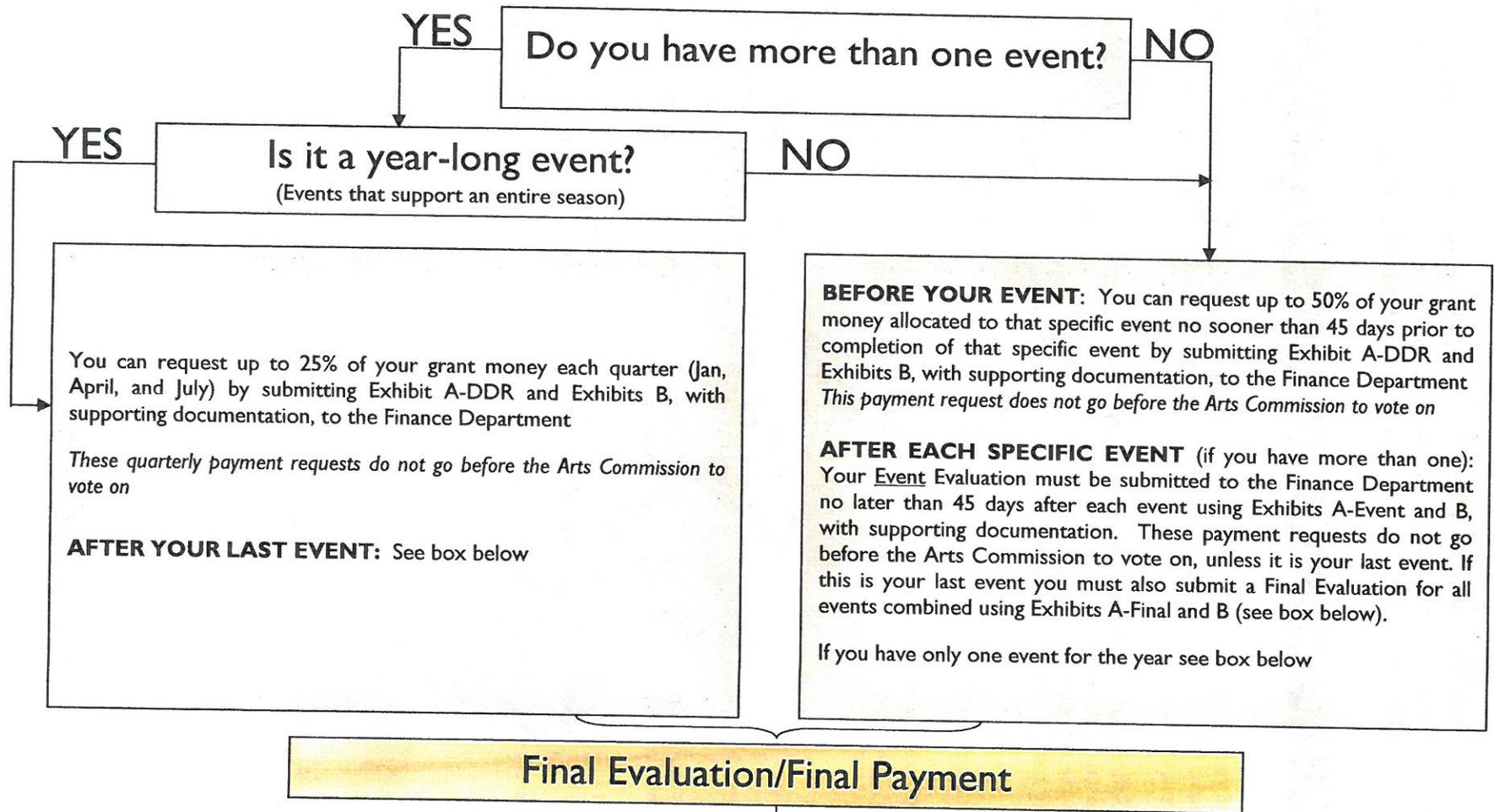
Signatures of Applicant

Printed or Typed Name

Printed or Typed Title

Date

WHEN & HOW DO I REQUEST AN ARTS GRANT PAYMENT?



For grantees with only one event your Final Evaluation must be submitted no later than 45 days after your event. For grantees with year-long or more than one event, your Final Evaluation must be submitted no later than September 30 of the current grant year or 45 days after your last event, whichever is later. Your Final Evaluation must be submitted to the Finance Department using Exhibits A-Final and B, and must reflect information for all of your events combined. Copies of support documentation must be included for all events. This goes before the Arts Commission to vote and if approved your final payment will be processed within 30 days.

NOTE: If your Final Evaluation is not submitted by September 30 of the current grant year or 45 days after your last event, whichever is later, the Arts Commission shall be relieved of any obligation to make grant payment to Grantee



CITY OF KILLEEN ARTS COMMISSION DRAWDOWN REQUEST FORM

Complete this form [Exhibit A-DDR] to request drawdowns from your grant, along with Exhibit B's.
Do not submit this form for 2nd Drawdown or 4th Quarter requests. Instead complete the Final Evaluation Report for all events combined [Exhibit A-Final and Exhibit B], except if you are considered multi-event (not year long) submit Exhibit A-Event and Exhibit B after each specific event.

Check applicable box:

- 1st Drawdown
 1st Quarter (Oct-Dec)
 2nd Quarter (Jan-Mar)
 3rd Quarter (Apr-Jun)

Applicant/Organization	
Mailing Address	
Event Title & Date/s of event	
Evaluation Submitted by	
Telephone No.	

EXPENSES	Paid from City Funds	Other Cash Payments	Totals	In Kind (Excluding Volunteers)
1. All paid personnel (Staff)	+	=	-	
2. Outside professional services	+	=	-	
3. Space Rental	+	=	-	
4. Travel and Transportation	+	=	-	
5. Equipment rental	+	=	-	
6. Supplies and materials	+	=	-	
7. Costumes*	+	=	-	
8. Exhibit rental fee/royalty	+	=	-	
9. Insurance	+	=	-	
10. Promotion, printing & postage	+	=	-	
11. Other (Please explain)	+	=	-	
TOTAL EXPENSES	\$ -	+ \$ -	= \$ -	

*(Costume expenses cannot exceed more than 25% of your proposed grant request)

Photocopies of canceled checks, invoices, cash receipts, and/ or other verification of expenditures for this event, paid with City of Killeen funds and matching funds of the organization must be presented to the City of Killeen, Finance Department, before any grant funds can be released to your organization.

For organizations that have an annual independent audit performed, detailed categorized computer printout(s) may be submitted in lieu of receipts, if authorized by the Director of Finance.

The Arts Commission, City Staff, or its authorized representative may call for a complete breakdown of actual event expenditures, cash resources, and in-kind services and shall have access to the financial records of each event.

1. I certify that the information contained in this application is true and correct to the best of my knowledge and that I am authorized to make this application on behalf of the organization herein described for the purpose of receiving a Grant for the Arts from the City of Killeen, Texas.

2. The applicant is a nonprofit entity as defined by the State of Texas.

Signatures of Applicant

Printed or Typed Name

Printed or Typed Title

Date



CITY OF KILLEEN ARTS COMMISSION EVENT EVALUATION REPORT

Use this form only if you have more than one event for the grant year and are not considered year-long
Do not use this form to request drawdowns from your grant.
Instead complete form Exhibit A-DDR to request drawdowns from your grant, along with Exhibit B's.

I. Applicant/Organization

Mailing Address

Event Title

Event Date(s)

Evaluation Submitted by

Telephone #

II. Event Information (use second sheet if necessary)

A. List event exactly as submitted on your grant application with title, date(s) of event and brief description.

B. List event held, with title, date(s) of event and brief description. Please explain any differences from what you submitted on your grant application.

C. Volunteers

D. Audience members who reside in Bell County

E. Audience members who reside outside of Bell County

Method used to determine out-of-town audience:

F. Out-of-State

Method used to determine out-of-state audience:

PARTICIPATION TOTAL

IV. Number of years program in existence

V. Number of years program funded by Killeen Arts Commission

SUBMIT THIS FORM WITHIN 45 DAYS OF THE COMPLETION OF EACH SPECIFIC EVENT

Include necessary Exhibit B's with supporting documentation, samples of newspaper articles, printed programs, and other promotional materials relating to the event.

NOTE: If you have more than one event and this is your last event you must also submit your Final Evaluation Report for all events combined as soon as practicable after the completion of your final event, but no later than September 30 of the current grant year, or within 45 days after the completion of your final event, whichever is later. Your Final Evaluation Report [Exhibit A-Final and Exhibit B] must include supporting documentation for all events combined, color power point slides (4 slide minimum) or other computer generated presentation compatible with City equipment (no more than 2 minutes in length).

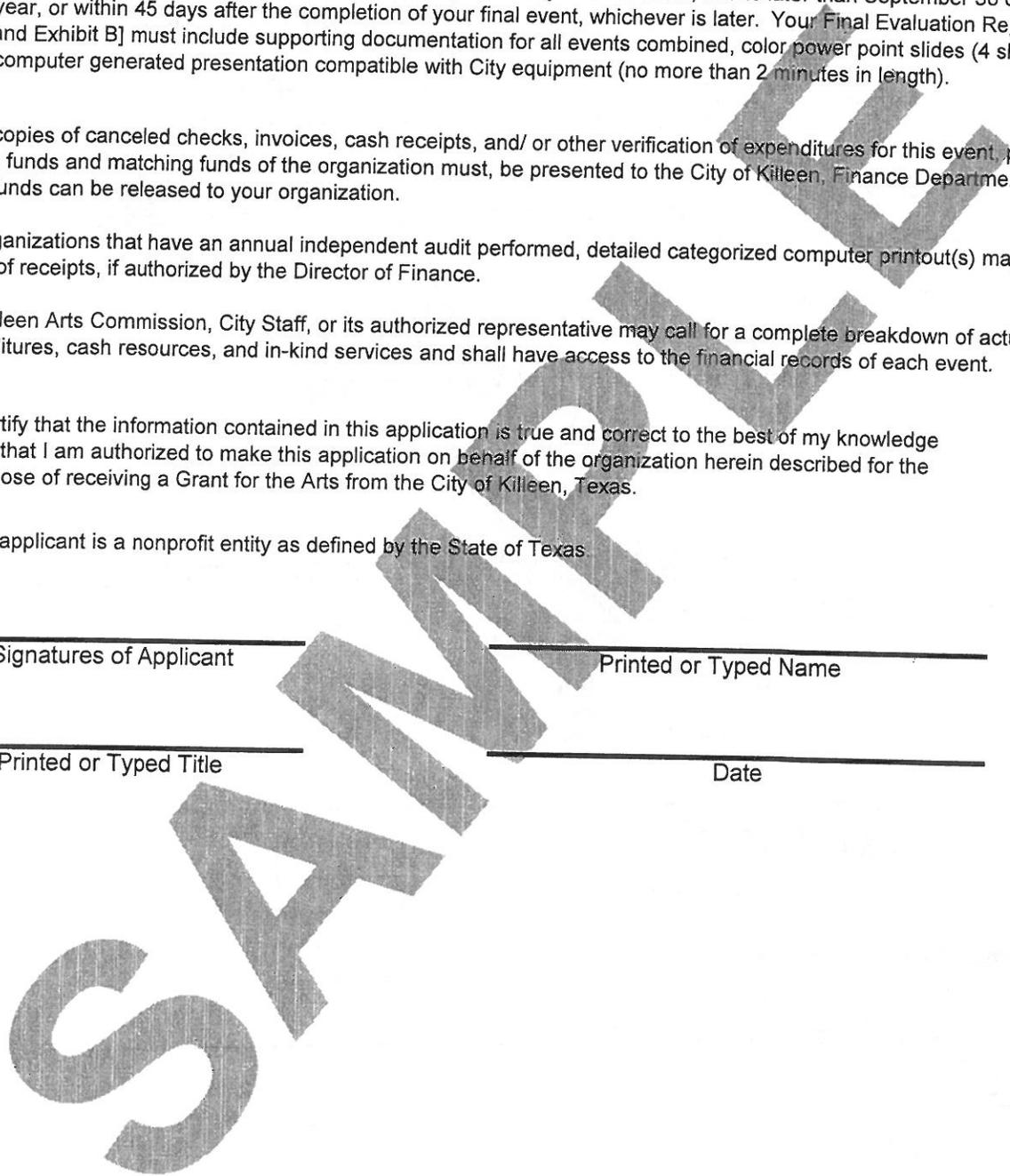
Photocopies of canceled checks, invoices, cash receipts, and/ or other verification of expenditures for this event, paid with City of Killeen funds and matching funds of the organization must, be presented to the City of Killeen, Finance Department, before any grant funds can be released to your organization.

For organizations that have an annual independent audit performed, detailed categorized computer printout(s) may be submitted in lieu of receipts, if authorized by the Director of Finance.

The Killeen Arts Commission, City Staff, or its authorized representative may call for a complete breakdown of actual event expenditures, cash resources, and in-kind services and shall have access to the financial records of each event.

1. I certify that the information contained in this application is true and correct to the best of my knowledge and that I am authorized to make this application on behalf of the organization herein described for the purpose of receiving a Grant for the Arts from the City of Killeen, Texas.
2. The applicant is a nonprofit entity as defined by the State of Texas.

_____ Signatures of Applicant	_____ Printed or Typed Name
_____ Printed or Typed Title	_____ Date





CITY OF KILLEEN ARTS COMMISSION FINAL EVALUATION REPORT

Do not use this form to request drawdowns from your grant.
Instead complete form Exhibit A-DDR to request drawdowns from your grant, along with Exhibit B's.
NOTE: Exhibit A-Final and Exhibit B's with supporting documentation must be submitted together.
Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department as soon as you receive them.

1. Applicant/Organization

Mailing Address

Evaluation Submitted by

Telephone No.

II. Event/s information (use second sheet if necessary):

A. List each event exactly as submitted on your grant application with title, date(s) of event and brief description.

B. List each event held, with title, date(s) of event and brief description. Please explain any differences from what you submitted on your grant application.

III. Number of persons participating in event:

- A. Artists who reside in Bell County
- B. Artists who reside outside of Bell County
- C. Volunteers
- D. Audience members who reside in Bell County
- E. Audience members who reside outside of Bell County

Method used to determine out-of-town audience:

F. Out-of-State

Method used to determine out-of-state audience:

PARTICIPATION TOTAL

IV. Number of years program in existence

V. Number of years program funded by Killeen ArtsCommission

VI. FINANCIAL INFORMATION (ROUND TO NEAREST DOLLAR)

INCOME

EARNED

- Admissions charges
- Registration fees
- Event fundraising
- Concessions, parking, publications, advertisers
- Other earned income (Please explain)

Actuals Data from your grant application Variance

		-
		-
		-
		-
		-

UNEARNED

- Killeen Arts Commission Grant
- Texas Commission on the Arts Grant
- Contributions and donations
- Membership fees
- Other unearned income (Please explain)

		-
		-
		-
		-
		-

TOTAL REVENUES

\$ -	\$ -	\$ -
------	------	------

EXPENSES

1. All paid personnel (Staff)
2. Outside professional services
3. Space Rental
4. Travel and Transportation
5. Equipment rental
6. Supplies and materials
7. Costumes*
8. Exhibit rental fee/royalty
9. Insurance
10. Promotion, printing & postage
11. Other (Please explain)

Paid from City Funds

Other Cash Payments

Totals

Data from your grant application

Variance

	+		=			
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-

TOTAL EXPENSES

\$ -	+	\$ -	=	\$ -	\$ -	\$ -
------	---	------	---	------	------	------

*(Costume expenses cannot exceed more than 25% of your proposed grant request)

Please explain any variances between your grant application numbers and your actual numbers.
(Attach additional sheet if necessary)

Net Income (Revenues less Expenses)

\$ -

Submit this form within 45 days of the completion of all arts events, or September 30 of the current grant year, whichever is later, unless you have only one event for the entire grant year. Then this report must be submitted within 45 days after the completion of that event.

Include necessary **Exhibit B's** with supporting documentation for **all events combined**, samples of newspaper articles, printed programs, and other promotional materials relating to the event. You must also submit, with your Final Evaluation Report, color power point slides (4 slide minimum) or other computer generated presentation compatible with City equipment (no more than 2 minutes in length).

Photocopies of canceled checks, invoices, cash receipts, and/ or other verification of expenditures for this event, paid with City of Killeen funds and matching funds of the organization must be presented to the City of Killeen, Finance Department, before any grant funds can be released to your organization.

For organizations that have an annual independent audit performed, detailed categorized computer printout(s) may be submitted in lieu of receipts, if authorized by the Director of Finance.

The Killeen Arts Commission, City Staff, or its authorized representative may call for a complete breakdown of actual event expenditures, cash resources, and in-kind services and shall have access to the financial records of each event.

1. I certify that the information contained in this application is true and correct to the best of my knowledge and that I am authorized to make this application on behalf of the organization herein described for the purpose of receiving a Grant for the Arts from the City of Killeen, Texas.
2. I am submitting 15 copies of this form and supporting documentation.
3. The applicant is a nonprofit entity as defined by the State of Texas.

Signatures of Applicant

Printed or Typed Name

Printed or Typed Title

Date

KILLEEN ARTS COMMISSION RULES AND REGULATIONS

I. Organization and Officers

101. Organization

The Arts Commission of the City of Killeen shall consist of eleven (11) regular members appointed by the City Council and shall be organized and shall exercise such powers and responsibilities as prescribed by all City Council Ordinances relating to the Killeen Arts Commission.

102. Officers

A Chairperson and Vice Chairperson shall be elected annually from among the Commission's membership at the first meeting in October and at such times as these offices become vacant. In the absence of both the Chairperson and the Vice Chairperson, the Commission shall elect an Acting Chairperson. A secretary shall be appointed from staff personnel assigned by the City's chief executive officer.

103. Duties and Powers

- A. The Commission shall solicit applications for arts events, review and hear requests for funding, schedule interviews, adopt guidelines and criteria for applicants requesting funding. The Commission will advise the City Council on the expenditure of the hotel/motel tax allocation for the arts. The Arts Commission Chairman, or an alternate representative as designated by the chairman, must attend all City Council workshops and meetings at which Arts Commission issues are agendaized.

The Commission may also seek and administer funding by state, federal, and private grants, gifts, and admission fees as provided herein. They may also decline acceptance of any state, federal, private grant, donation or gift which is subject to terms or conditions which are not acceptable to or performable by the Commission.

The Commission may itself produce and promote a Cultural/Arts Event in addition to and apart from its role as a funding source for Arts Commission Grants to other groups and individuals.

- B. The Chairperson shall preside at all meetings. The Chairperson shall decide on all points of order or procedure in accordance with these rules and regulations and the Scott, Foresman Roberts Rules of Order, the most current edition. All letters of transmittal from the Commission to the City Council shall be over the signature of the Chairperson.

- C. The secretary shall be the custodian of the minutes and other official records, shall attend to the correspondence of the Commission, and shall cause such notices to be given as are required and in the manner prescribed by law.
- D. In accordance with the Killeen City Code, *Section 2-133. "Community encouragement of the arts," Section b* the Killeen Arts Commission will submit their Annual Advisory Report along with a presentation to the City Council **prior to January 1**, of the following calendar year.
- E. The Arts Commission will keep the City Council informed of all activities throughout the year.

104. Mission Statement

The Mission of the Arts Commission of the City of Killeen shall be:

- A. To develop a community multi-cultural arts program that will enhance tourism and hotel/motel use, through the arts;
- B. To encourage an increase in quality arts programs available to the citizens of the City of Killeen;
- C. To stimulate an interest in the local arts of all cultures and minority groups especially ensuring access for seniors and disabled citizens;
- D. To encourage exposure to the arts for school-age citizens;
- E. To preserve and develop the arts and to maximize the quality of the arts and their contributions to our City's culture; and
- F. To recommend the equitable distribution of resources from the public and private sectors necessary to accomplish the mission.
- G. To produce and promote activities which accomplish this mission.

105. Rules of Order

The Scott, Foresman Roberts Rules of Order, the most current edition, shall be the Commission's final authority on all questions of procedure and parliamentary law not covered by these rules and regulations and all City Council Ordinances relating to the Killeen Arts Commission Rules and Regulations.

II. Meetings

201. Quorum

A quorum shall consist of a majority of the number of members then in office eligible to vote on any given matter.

202. Simple Majority

Simple majority is the majority of vote of those Commissioners present.

203. Agenda

An agenda shall be prepared by the secretary for the meeting of the Commission. There shall be attached to each agenda a report of matters pending further action by the Commission. A copy of the agenda shall be publicly posted on the information bulletin board at the Police Department (24 hour entrance) as required by law for a period of seventy-two (72) hours before the meeting and at the same time be posted on the information bulletin board at City Hall and on the City's internet website.

A. Old Business

B. New Business

Discussion of agenda items shall be in compliance with the Open Meetings Law of the State of Texas. Each item must be specifically described in the agenda.

204. Regular Meetings/Recording of Votes

Regular meetings shall be held on the second Friday of the month unless otherwise determined by the Commission. The regular meetings will occur in the City Hall Council Chambers at 12:15 p.m. or a time and location determined by a simple majority of the Commissioners present at any previous meeting.

All members of the Arts Commission, including the chairperson, may vote.

205. Special/Workshop Meetings

Special/workshop meetings for any purpose may be held: (1) on the call of the Chairperson, or (2) on request of three or more commissioners and by giving written notice to all commissioners deposited in the mail at least seventy-two hours before the meeting, or (3) as may be scheduled by a simple majority of the Commission at any previous meeting.

The place of the special meeting will be the City Hall conference room, the City Council room, or a location determined by a simple majority vote of the Commissioners present.

206. Public Meetings/Workshop

All meetings shall be held in full compliance with the provision of state law; Texas Open Meetings Act, V.T.C.A., Government Code, §551.001 *et. seq.*; Ordinances of the City of Killeen; and these rules and regulations.

At meetings/workshops where applications are being considered for specific ethnic groups, the City will attempt to provide a bilingual representative fluent in English and the language of the ethnic group provided the request for a translator is received 72 hours prior to the meeting.

207. Commission Member Attendance

Commission Members' attendance is subject to the attendance policy and procedure adopted by the City Council (Section 2-118, Killeen City Code).

208. Conflict of Interest

A member of the Arts Commission shall refrain from voting on any matter before the Commission for which that member, or the member's relative, has a direct or indirect financial interest. For purposes of this section a "relative" is a person related to the member in the first degree by consanguinity or affinity as determined under Chapter 573 of the Texas Government Code.

A member of the Commission shall not discuss or vote on the funding request and evaluation reports of any applicant or recipient of which the Commission member is an officer or director.

A member of the Commission may not answer questions regarding the funding request and evaluation reports of an organization for which the Commission member is an officer or director.

III. Official Records

301. Definition - Official Records

The official records shall be these rules and regulations, the written transcribed minutes, and the voice recordings obtained at the meeting. Also the agenda and attachments, all applications, findings, and decisions of the Commission.

302. File - Retention

All matters coming before the Commission shall be filed in the City's records. Original papers of all applications and evaluations shall be retained in accordance with the City's record retention policy.

303. Public Record

The official records shall be open to public inspection as prescribed by the Texas Public Information Act, V.T.C.A., Government Code, §552.001 *et. seq.*

IV. Tax and Grant Revenue Allocations

401. Arts Commission Grants

The Hotel/Motel Tax Revenue Allocations and any other funding acquired through federal, state, and private grants will hereafter be referred to as Arts Commission Grants. These do not include Cultural/Arts Events provided for in section VII.

402. Classification of Arts Commission Grants

There will be three classifications of Arts Commission grants: Start-Up Grant, Minor Grant and Major Grant.

1. A Start-up Grant will be in the sum of one dollar to three thousand dollars (\$1 - \$3,000) and requires a ten percent (10%) matching amount.
 - a. Any organization applying for a start-up grant must declare that, up front.
 - b. Any organization previously awarded a Killeen Arts Commission minor or major grant cannot apply for a start-up grant.
 - c. An organization may receive a start-up grant for a maximum of one Killeen Arts Commission grant cycle.
2. A Minor Grant will be in the sum of one dollar to five thousand dollars (\$1 - \$5,000) and requires a twenty-five percent (25%) matching amount.
3. A Major Grant will be in the sum of five thousand and one dollars and above (\$5,001 +) and requires a fifty percent (50%) matching amount.

In-kind funding cannot be used towards the grant match.

403. Allocation of Arts Commission Grants

The total Tax and Grant Revenue Allocations for the arts will be divided among the three classifications of Arts Commission Grants.

V. Guidelines and Criteria for Arts Commission Grants

501. Use of Funding

- A. Arts Commission Grants will be distributed in the following manner to events that have as their primary purpose the promotion of the Arts and cultural enhancement of the city and:

promote tourism and the convention and hotel/motel industry in the City of Killeen by developing the arts in this community through the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design, and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

- B. Guidelines for Arts Commission Grant Recipients:

1. Grant recipients will be required to show how the money will accomplish the purposes stated above. The City of Killeen shall monitor the use of funds by the recipient. Failure of a recipient to use funds for the stated purpose may cause forfeiture of the grant and/or rejection of future grant applications and/or legal action.

2. The event or events must have the majority of its involvement in the arts inside the city limits of Killeen.

3. The grant recipient may use no more than 25% of their grant for costumes. Said costumes will remain the property of the grant recipient.

4. Applicant must estimate what percentage of the audience or participants will come from outside the City of Killeen. Applicant must show effective marketing efforts to draw audiences and participants from outside the City of Killeen. The applicant will document, when possible, those who attend.

5. The proposed event must be of artistic quality and a majority must be of artistic merit as determined by the Commission.

6. Grant recipients will be required to inform the Arts Commission of any changes in the scheduled activities that were approved in the original contract. Any such change in the location or schedule will be conveyed prior to the

event change to the City Finance Director in written form and/or be given in person during the Citizens Petitions or Information portion of the Killeen Arts Commission agenda. Failure to provide this information may cause forfeiture of that portion of the grant allocated to that event and/or rejection of future grant applications and/or legal action.

7. If there are any changes to your event, you will be required to submit an Amended Application for Grants for the Arts for Arts Commission approval, prior to the event. You must have an informed representative at the Arts Commission meeting at which the Arts Commission will vote on your amended application, or your amended application will not be considered.

8. A minimum of six (6) tickets to the event (performance/event) must be provided to the Finance staff for Commission use ten days in advance of the event.

9. The proposed event(s) must be completed within the City's Fiscal Year (October 1 through September 30) for which funding is provided.

C. Ineligible Activities for Arts Commission Grants.

The Commission will not fund the following:

1. Social functions, parties and receptions;
2. Events involving high school, college, or university credit that will ultimately be used toward a degree, diploma or certificate;
3. Events at public and private schools, colleges, and universities that primarily relate to curriculum and that have minimal or no community involvement;
4. Operating expenses for privately owned for-profit corporations;
5. Operating expenses for Federal-, State- or County-owned facilities;
6. Travel outside the city limits of Killeen;
7. Capital improvements, bricks and mortar, and permanent equipment; capital improvements are assets of a long-term character which are intended to continue to be held or used over a life span of several years. Examples include land, buildings, major machinery and equipment purchases and other types of permanent equipment.
8. Retroactive funding;

9. Organizations that do not demonstrate sound financial management, as determined by the City's Finance Director;

10. Direct or indirect funding to individuals;

11. Related party transactions to the extent that such transactions exceed 10% of the total amount of the approved grant amount. Payments exceeding 10% must be paid out of cash match. A related party is an entity that can control or significantly influence the management or operating policies of another entity to the extent one of the entities may be prevented from pursuing its own interests. A related party may be any party the entity deals with that can exercise that control. Each applicant shall disclose to the Commission in their grant application, any related party relationship or common control relationship even if no related party transactions have occurred, if the relationship could significantly affect the entity's financial position or results of operation.

12. Events that generate a profit.

13. An event that does not have as its primary purpose the promotion of the Arts and cultural enhancement of the city.

D. Organization Eligibility

To be eligible for an Arts Commission grant, an organization must:

1. Be a tax-exempt, nonprofit corporation incorporated under the laws of the State of Texas. In addition, the organization must be a 501 (C) tax-exempt organization under the rules and regulation of the Internal Revenue Service, if required by the Tax Code. All corporations applying for a grant must have a valid nonprofit organization charter on file with the Texas Secretary of State. A Certificate of Fact, dated in the current year, from the Texas Secretary of State must be submitted with the application. If the organization is a 501 (C) tax-exempt organization under the rules and regulation of the Internal Revenue Service, the organization must also submit with their application a letter of exemption, dated in the current year, from the Internal Revenue Service. Failure to submit these necessary documents will result in the organization being ineligible for funding.

Organizations which are not incorporated may apply under the umbrella of a nonprofit organization. The umbrella organization is the official applicant and is responsible for compliance with the Arts Commission's Rules and Regulations and the reporting requirements and financial commitments of the funded applicants. An entity of government may also apply directly for an Arts Commission grant for an eligible event or program.

2. Comply with regulations pertaining to federal and state grant recipients.
3. Demonstrate sound artistic direction.
4. Demonstrate sound financial management as determined by the City's Finance Director.
5. Promote tourism and the convention and hotel/motel industry.
6. Represent the community in the organization's board of directors and involve the community in its services.
7. Not have any outstanding financial obligations with the City of Killeen.
8. Not have any outstanding financial obligations related to previous arts grant funded events.

502. Types of Events

There will be three types of events funded by Arts Commission Grants.

- a. Single Event – Only one event
- b. Multiple events other than year long – more than one event, but not occurring throughout the course of twelve months.
- c. Year-long event - events occurring over the course of twelve months.

The applicant shall make one application per year, if eligible. The application may cover more than one event. If the applicant is disapproved for funding, the applicant may reapply during the next funding period, if eligible. The total amount of funding requested for all events listed on the grant application shall determine if the grant request is for a major grant or a minor grant. Start-up grants must be declared during the application process.

VI. Applications and Administration for Arts Commission Grants

601. Application Packet

An application form, approved by the simple majority vote of the Commission, shall be completed by all applicants. The applicants will, upon request, receive a packet containing the application, instructions, and these rules and regulations. Applicants must submit their request on the "Application for the Grants for the Arts" form provided by the Killeen Arts Commission. Application information will be limited to the provided "Application for Grants for the Arts" form.

602. Administrative and Fiscal Responsibility

All applicants applying for an Arts Commission grant must demonstrate efficient and effective organization. Applicants who have previously been funded by the Arts Commission must have a history of submitting all financial reports with the Arts Commission accurately, completely and in a timely manner.

603. Calendar

The grant year shall be October 1 through September 30.

- a. The Arts Commission will solicit applications during the month of February.
- b. The Arts Commission will review requests and conduct interviews at the Grant Review Workshop.
- c. The Arts Commission will submit recommendations to the City Council after the Grant Recommendations Workshop.
- d. Grants awards will be approved by the City Council, at a regular City Council meeting, subject to later adoption of the City's annual budget.
- e. Contracts shall be executed after October 1.

604. Contract and Payment of Arts Commission Grants

After grant awards are announced, the City of Killeen will execute a contract with the recipient specifying the amount and the conditions under which the grant is given.

A. Single Event - Only one event

No sooner than 45 days prior to completion of the event the grantee may request an initial payment (not to exceed 50% of the grant amount) by submitting to city staff Exhibit A-DDR (Drawdown Request) and the corresponding Exhibit B's (Expense Summary). City staff will review the request before payment is disbursed.

No later than 45 days after the completion of the event the grantee may request the remaining grant funds by submitting to city staff Exhibit A-Final (Final Evaluation Report) and the corresponding Exhibit B's (Expense Summary) for the entire grant year.

Final payment will be disbursed no later than 30 days after the Arts Commission has voted to approve the required Final Evaluation, and all other contract conditions have been met. If your Final Evaluation is not received in the Finance Department by close of business on the 45th day after the

completion of the final event you will not receive your final funding. Your Final Evaluation must include Exhibit A-Final, all relevant Exhibit B's and their supporting documentation. Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department as soon as received.

- B. Multiple Events other than year long –More than one event, but not occurring throughout the course of twelve months.

No sooner than 45 days prior to completion of each specific event the grantee may request an initial payment (not to exceed 50% of the grant amount for the specific event) by submitting to city staff Exhibit A-DDR (Drawdown Request) and the corresponding Exhibit B's (Expense Summary). City staff will review the request before payment is disbursed.

No later than 45 days after the completion of each specific event, other than the final event, the grantee may request the remaining grant funds for the specific event by submitting to city staff Exhibit A-Event (Event Evaluation Report) and the corresponding Exhibit B's (Expense Summary). City staff will review the request before payment is disbursed.

If this is the last event then grantee must submit to city staff, no later than 45 days after the completion of the last event, Exhibit A-Event (Event Evaluation Report) and the corresponding Exhibit B's (Expense Summary). City staff will review and hold until the Final Evaluation Report (Exhibit A-Final) is submitted for all events combined.

After the completion of all events the grantee may request any remaining grant funds by submitting to city staff Exhibit A-Final (Final Evaluation Report) and the corresponding Exhibit B's (Expense Summary) for the entire grant year, including all events combined, with supporting documentation. This report may be submitted to City staff as soon as practicable after the completion of the final event, but no later than September 30 of the current grant year, or within 45 days after completion of the final event, whichever is later.

Final payment will be disbursed no later than 30 days after the Arts Commission has voted to approve the required Final Evaluation, and all other contract conditions have been met. If your Final Evaluation is not received in the Finance Department by close of business on September 30 of the current grant year, or by close of business on the 45th day after the completion of the final event, whichever is later, you will not receive your final funding. Your Final Evaluation must include Exhibit A-Final, all relevant Exhibit B's and their supporting documentation. Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department staff as soon as received.

C. Year-long event – Events occurring over the course of twelve months

To receive quarterly payments grantees should submit Exhibit A-DDR (Drawdown Request) with the corresponding Exhibit B's (Expense Summary) for quarters one (January), two (April) and three (July). For the fourth quarter payment grantee must submit Exhibit A-Final (Final Evaluation Report) with the corresponding Exhibit B's (Expense Summary) for the entire grant year no later than September 30 of the current grant year, or within 45 days after the completion of the final event, whichever is later.

Final payment will be disbursed no later than 30 days after the Arts Commission has voted to approve the required Final Evaluation, and all other contract conditions have been met. If your Final Evaluation is not received in the Finance Department by close of business on September 30 of the current grant year, or by close of business on the 45th day after the completion of the final event, whichever is later, you will not receive your final funding. Your Final Evaluation must include Exhibit A-Final, all relevant Exhibit B's and their supporting documentation. Any cancelled checks not yet received from your bank at time of submission must be forwarded to the Finance Department staff as soon as received.

605. Record Keeping

All recipients of Arts Commission Grants will be required to establish ledgers and other records detailing the use of the funds under the program. These records are subject to examination and audit by the City of Killeen and by the State of Texas. Grantee shall provide to the Killeen Arts Commission a completed evaluation form, and a completed "Texas Commission on the Arts" evaluation form (if applicable), within forty-five days after the completion of the event. If the Grantee fails to timely comply with this requirement, Grantee shall have breached their contract with the City of Killeen, and the City shall be relieved of any obligation to make payment.

606. Acknowledgement of City Funding for Arts Commission Grants

The recipient shall acknowledge the City of Killeen's participation in the funding of the event in all printed programs and promotional materials.

For Example: "This event/program/performance/exhibition is supported, in part, by funds from the City of Killeen, Texas, Municipal Hotel Occupancy Tax Revenues and other funding sources as stated in the contract."

Radio/Audio ONLY: "Sponsored in part by a grant from the City of Killeen, Hotel/Motel Occupancy Tax."

607. Application Workshop

All grant applicants must have informed representation at the Killeen Arts Commission Application Workshop. A makeup session may be provided by City Staff within 30 days of the original workshop. If the applicant does not have informed representation at the Application Workshop or the makeup session the application will be disqualified for funding. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must have written the grant or be familiar enough with the grant to answer any questions about the grant, both definitively and with authority. Failure to do so will cause the organization to be ineligible for consideration of funding.

608. Grant Review Workshop

All grant applicants will be required to have informed representation at the Killeen Arts Commission Grant Review Workshop. Failure to attend this workshop will disqualify the application for funding. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must have written the grant or be familiar enough with the grant to answer any questions about the grant, both definitively and with authority. Failure to do so will cause the organization to be ineligible for consideration of funding.

609. Application Review for Approval

All grant applicants will be required to have informed representation when their application is being reviewed for approval by the Killeen Arts Commission. Failure to attend this review will disqualify the application for funding. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must have written the grant or be familiar enough with the grant to answer any questions about the grant, both definitively and with authority. Failure to do so will cause the organization to be ineligible for consideration of funding.

If it is determined that an applicant submitted false information on their application, the application may be denied.

610. Evaluation Report Review

All grant recipients are required to have informed representation when their Evaluation Report is being reviewed for approval by the Killeen Arts Commission. Failure to attend this review will result in the evaluation being reagentized. Informed representation must be someone other than an arts commissioner and must be a member of the organization applying for funding. The informed representative must have written the grant or be familiar enough with the grant to answer any

questions about the grant, both definitively and with authority. Failure to do so will cause the organization to be ineligible for consideration of funding. A 1-2 minute visual presentation compatible with city equipment must be submitted with the completed evaluation form.

611. Non-compliance with Program

Any grant applicant or grant recipient that does not timely and fully comply with the Killeen Arts Commission Rules and Regulations, Recipient Contract and all local, state and federal laws shall be ineligible for funding.

612. Events that generate profit

In the event there is an excess of revenues over expenditures resulting from the Cultural/Arts event, then such funds will be returned to the City or the final payment will be reduced to reflect the profit.

VII. Arts Commission Sponsored Cultural/Arts Activities

The Arts Commission may choose to produce a Cultural/Arts event itself, rather than merely being a grant source for others.

701 Criteria

A Cultural/Arts Event must meet the criteria of section V.501.A and have the majority of its involvement within the City limits of Killeen. Moreover, the event must be of artistic quality as determined by the Commission and be responsive to the arts/cultural needs of the City.

702 Funding

- A. A Cultural/Arts Event shall not be funded by any Hotel/Motel Tax Revenue. Allocations budgeted for Arts Grants, through other state, federal or private grants may be used, as well as private gifts, donations, and admission fees charged for the Event. The Commission shall comply with the terms and conditions attached to any grant, gift or donation upon acceptance.
- B. Nothing herein prevents the use of funds, raised under this Section VII, as Arts Commission Grants provided for in Section V.
- C. The Purpose of a Cultural/Arts event shall be the same mission as stated in Section 351.101(4) of the Tax Code. The purpose of such Cultural/Arts event shall not be manifestly to create profit but to cover cost of the event.

VIII. Motions

A motion may be made by any Commissioner other than the presiding officer. A motion to approve any matter before the Commission or to recommend approval or disapproval shall require a simple majority approval vote.

IX. Certification and Amendments

901. Certified Copy

A certified copy of these rules and regulations and any amendments shall be filed in the office of the City Secretary within ten (10) days of their adoption.

902. Amendments

Amendments to these rules and regulations may be adopted at any time at a public meeting, upon the affirmative vote of the simple majority of the commissioners, provided the amendment is proposed at a previous meeting and stated in the minutes of such meeting.

The amendment will not become effective until the next regular meeting. Amendments regarding guidelines and criteria for applicants requesting funding shall be approved by the City Council.

