



# City of Killeen

## Agenda

### City Council Workshop

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Tuesday, August 15, 2023

5:00 PM

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

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#### Citizens Petitions

*Comments should be limited to four (4) minutes. A majority vote of the City Council is required for any time extensions.*

1. [CP-23-021](#) George Dunbar: Chapter 18 Code, S1 and S2 - Junk Vehicle

#### Citizen Comments

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

#### Discuss Items for Regular City Council Meeting on August 22, 2023

#### Minutes

2. [MN-23-018](#) Consider Minutes of Special City Council Meeting of July 18, 2023.
3. [MN-23-019](#) Consider Minutes of Regular City Council Meeting of July 25, 2023.
4. [MN-23-020](#) Consider Minutes of Special City Council Meeting of August 1, 2023.

#### Resolutions

5. [RS-23-125](#) Consider a memorandum/resolution awarding Bid No. 23-35, Bermuda Ditch Retaining Wall Repair, to NNAC, Inc., in the amount of \$369,848.14.

**Attachments:** [Bid Tab](#)

[Letter of Recommendation](#)

[Contract Verification Form](#)

[Certificate of Interested Parties](#)

[Presentation](#)

6. [RS-23-126](#) Consider a memorandum/resolution to reject all bids for Bid No. 23-38, Trimmer Road/10th Street at Hallmark Avenue Drainage Improvement.

**Attachments:** [Bid Tab](#)  
[Letter of Recommendation](#)  
[Presentation](#)

7. [RS-23-127](#) Consider a memorandum/resolution supporting the City of Killeen's application for the 2023 Transportation Alternatives Grant for Chaparral Road.  
**Attachments:** [Resolution](#)  
[Presentation](#)
8. [RS-23-128](#) Consider a memorandum/resolution authorizing the approval of an Interlocal Agreement with the Killeen Independent School District for the Fire Academy program.  
**Attachments:** [KISD Interlocal Agreement Fire Academy 2023-24](#)  
[Presentation](#)
9. [RS-23-129](#) Consider a memorandum/resolution authorizing the award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin Project to JM Pipeline, LLC, in the amount of \$1,540,446.  
**Attachments:** [Bid Proposal](#)  
[Award Recommendation](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
10. [RS-23-130](#) Consider a memorandum/resolution authorizing the procurement of a camera van for the Public Works Sanitary Sewer Division, in the amount of \$277,896.  
**Attachments:** [Quote](#)  
[Cooperative Letter](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
11. [RS-23-131](#) Consider a memorandum/resolution authorizing the award of RFP 23-17, for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu, in the amount of \$135,000 for FY24.  
**Attachments:** [Agreement](#)  
[Avenu RFP 23-17 Submission](#)  
[Certificate of Interest Parties](#)  
[Presentation](#)
12. [RS-23-132](#) Consider a memorandum/resolution approving the Killeen Arts Commission grant recommendations for fiscal year 2024.  
**Attachments:** [Grant Recommendations](#)  
[Presentation](#)

**Ordinances**

13. [OR-23-015](#) Consider an ordinance repealing the youth curfew ordinance, Chapter 16, Article V of the Code of Ordinances.

**Attachments:** [Ordinance](#)  
[HB01819F](#)  
[Presentation](#)

**Public Hearings (Public Hearings Will be Held August 22, 2023)**

14. [PH-23-045](#) HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

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

15. [PH-23-046](#) HOLD a public hearing and consider an ordinance submitted by CSH Avenue Heights, Ltd., on behalf of SSK Lodging, LLC (Case #Z23-06), to rezone approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from "B-5" (Business District) to "R-3A" (Multifamily Apartment Residential District). The property is locally addressed as 2600 Illinois Avenue, Killeen, Texas.

**Attachments:** [Maps](#)  
[Site Photos](#)  
[Conceptual Site Plan](#)  
[Multifamily Site Plan](#)  
[Letter of Request](#)  
[Responses](#)  
[Minutes](#)  
[Ordinance](#)  
[Considerations](#)  
[Presentation](#)

16. [PH-23-047](#) HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of nine (9) property owners (Case #Z23-15) to amend the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft. The properties are generally located on the east side of Rosewood Drive at the intersections of Rosewood Drive and Rose Garden Loop, Killeen, Texas.

**Attachments:** [Maps](#)  
[Site Photos](#)

[Letter of Request](#)  
[PUD Amendment Applicant Submission](#)  
[PUD Amendment with Staff Recommendation](#)  
[Responses](#)  
[Minutes](#)  
[Ordinance](#)  
[Considerations](#)  
[Presentation](#)

17. [PH-23-048](#) HOLD a public hearing and consider an ordinance submitted by Julia Dorroh, on behalf of J-BREZ LLC Series B (Case #Z23-18), to rezone approximately 1.00 acre, being part of the J. J. Roberts Survey, Abstract No. 731, 753-2, from "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District). The property is locally addressed as 5200 E. Veterans Memorial Blvd, Killeen, Texas.

**Attachments:** [Maps](#)  
[Site Photos](#)  
[Letter of Request](#)  
[Minutes](#)  
[Ordinance](#)  
[Considerations](#)  
[Presentation](#)

### Items for Discussion at Workshop

18. [DS-23-080](#) Municipal Court Briefing  
**Attachments:** [Presentation](#)
19. [DS-23-081](#) Discuss HARP Program (Hope and Restoration Program)
20. [DS-23-082](#) Discuss the Chaparral Road Project regarding the Proposed Roadway Alignments  
**Attachments:** [Chaparral Alignments Schematic](#)  
[Chaparral Public Meeting Report](#)  
[Presentation](#)
21. [DS-23-083](#) Discuss proposed amendments to the Architectural and Site Design Standards ordinance  
**Attachments:** [Ordinance](#)  
[Presentation](#)
22. [DS-23-084](#) Discuss Proposed FY 2024 Operating and CIP Budget  
**Attachments:** [Presentation](#)

23. [DS-23-085](#) Discuss procedures for Councilmember inquiries and Council investigations  
*Attachments:* [DRAFT Procedures for Council Inquiries and Investigations](#)

## Councilmember Requests for Future Agenda Items

### Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on August 11, 2023.*

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*Laura J. Calcote, City Secretary*

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

*This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.*

### Notice of Meetings

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

- Killeen Police Department Graduation & Swearing-In Ceremony, August 25, 2023, 10:00 a.m., Killeen Conference & Civic Center*

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



# City of Killeen

## Staff Report

File Number: CP-23-021

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George Dunbar: Chapter 18 Code, S1 and S2 - Junk Vehicle



# City of Killeen

## Staff Report

File Number: MN-23-018

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Consider Minutes of Special City Council Meeting of July 18, 2023.

**City of Killeen**  
Special City Council Meeting  
Killeen City Hall  
July 18, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

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

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City Secretary Laura Calcote, and Sergeant-at-Arms Officer Smith

### Citizen Comments

Mellisa Brown spoke regarding RS-23-093.

### Resolutions

**RS-23-093** Discuss candidates and consider a potential resolution appointing a Councilmember to fill the unexpired term for the Councilmember at large vacancy.

At 5:03 p.m., Mayor Nash-King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.074 the City Council will discuss applicants for the vacant Councilmember at-large position.

At 5:21 p.m., Mayor Nash-King reconvened the City Council meeting into Regular Session.

*Motion was made by Mayor Protem Cobb to appoint Riakos Adams to fill the unexpired term for the Councilmember At-Large vacancy. Motion was seconded by Councilmember Segarra. The motion carried 5-1, with Councilmember Solomon in opposition.*

*An amendment to the motion was made by Councilmember Segarra to swear-in Riakos Adams at the current meeting on July 18, 2023. Motion was seconded by Councilmember Boyd. The motion carried 5-1, with Councilmember Solomon in opposition.*

**Adjournment**

With no further business, Mayor Nash-King adjourned the meeting at 5:43 p.m.



# City of Killeen

## Staff Report

File Number: MN-23-019

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Consider Minutes of Regular City Council Meeting of July 25, 2023.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
July 25, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Councilmembers Riakos Adams, Ramon Alvarez, Michael Boyd, Jessica Gonzalez, Jose Segarra, and Joseph Solomon

Absent: Mayor Protem Nina Cobb

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City Secretary Laura Calcote, and Sergeant-at-Arms Officer Reed

Don Smith gave the invocation. Councilmember Adams led everyone in the Pledge of Allegiance.

### Approval of Agenda

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

### Presentations

**PR-23-017** Killeen Star Award

Mayor Nash-King and Councilmember Segarra recognized Killeen citizen, Analuisa Carillo-Tapia, for being an outstanding community member.

**PR-23-018** Representative Brad Buckley Capitol Update

Representative Buckley highlighted topics from the 88th Texas Legislative Session, including a balanced state budget, the public education system, property tax relief, water infrastructure, homestead exemptions, supporting military families/students and elections. Representative Buckley also discussed the upcoming 14 State Constitutional amendments, which will be placed on the ballot for consideration in November 2023.

**PR-23-019** Presentation and update regarding the Oasis Fresh Market

Ronnie Russell presented information regarding the purpose of the Oasis Fresh Market and the results from the feasibility study to bring a grocery store to the north Killeen area.

#### **Citizen Petitions**

**CP-23-018** Salvador Moreno: On Ref: Citation No. 867278-01 K.P.D. Officer Involved D. Varga No. 432, S. Officer Clark, Suiter No. 512

Mr. Moreno was not present at the meeting and this item was not heard.

#### **Citizen Comments**

Mellisa Brown spoke regarding PR-23-018, PR-23-019 and RS-23-119.

Lawrence Passrilo spoke regarding PR-23-019.

Jonathan Okray spoke regarding PR-23-019 and RS-23-112.

Michael Fornino spoke regarding PR-23-019.

Les Williams spoke regarding PR-23-019.

Donald Smith spoke regarding PR-23-019.

#### **Consent Agenda**

**MN-23-016** Consider Minutes of Regular City Council Meeting of June 27, 2023.

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

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

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

**RS-23-114** Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for Runway and Taxiway Pavement Preservation at Killeen-Fort Hood Regional Airport, in the amount of \$90,000.

**RS-23-115** Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for the Pavement Management Program at Killeen-Fort Hood Regional Airport, in the amount of \$89,190.

**RS-23-116** Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the Pavement Management Program at Killeen-Fort Hood Regional Airport, in the amount of \$99,100.

**RS-23-117** Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Improvement Program Grant for the professional services for Taxiway E

Relocation at Killeen-Fort Hood Regional Airport, in the amount of \$407,903.

**RS-23-118** Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for design of the Taxiway E Relocation Project at Killeen-Fort Hood Regional Airport, in the amount of \$449,900.

**RS-23-119** Consider a memorandum/resolution authorizing the expenditure of federal forfeiture funds and award Bid 23-33, 3D Crime Scene Scanner to Collision Forensics Solutions, LLC., in the amount of \$138,148.44.

*Motion was made by Councilmember Adams to approve the Consent Agenda, as presented.*

*Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).*

### Public Hearings

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

The City Secretary read the caption of the ordinance:

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

Staff Comments: Tiffanie McNair, Executive Director of Community Development  
This item was first presented to City Council during their June 20, 2023 Workshop meeting. The first of two public hearings were held during the June 27, 2023 Council meeting. This item was presented a second time during the July 18, 2023 Workshop meeting. Ms. McNair was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Kristin Wright spoke in favor of the ordinance.

Amelia Rabroker spoke in favor of the ordinance.

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

*Motion was made by Councilmember Segarra to approve PH-23-039. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).*

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

The City Secretary read the caption of the ordinance:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS,  
AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO  
INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING  
ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS  
ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE  
DATE.

Staff Comments: Miranda Drake, Assistant Director of Finance  
This item was first presented to City Council during their July 18, 2023 Workshop meeting. Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Alvarez to approve PH-23-042. Motion was seconded by Councilmember Boyd. The motion carried unanimously (6-0).*

### **Adjournment**

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Adams, and unanimously approved, the meeting was adjourned at 7:33 p.m.



# City of Killeen

## Staff Report

File Number: MN-23-020

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Consider Minutes of Special City Council Meeting of August 1, 2023.

**City of Killeen**  
Special City Council Meeting  
Killeen City Hall  
August 1, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

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

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City Secretary Laura Calcote, and Sergeant-at-Arms Officer Basket

### Approval of Agenda

*Motion was made by Councilmember Boyd to approve the agenda. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).*

### Citizen Comments

Mellisa Brown spoke regarding RS-23-120.  
Michael Fornino spoke regarding RS-23-120.

### Public Hearings

**PH-23-043** HOLD a public hearing on the proposed Fiscal Year 2024 Annual Budget.

Staff Comments: Miranda Drake, Assistant Director of Finance  
Ms. Drake presented the proposed Fiscal Year 2024 Annual Budget and provided an overview of the City's funds.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the proposed budget.  
Michael Fornino spoke in opposition of the proposed budget.

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

*Motion was made by Mayor Protem Cobb to set the date of September 12, 2023 to consider adoption of the budget. Motion was seconded by Councilmember Solomon. The motion carried unanimously (7-0).*

*An amendment to the motion was made by Councilmember Adams for staff to determine a date to hold a townhall meeting prior to September 12, 2023 for citizen comment on the budget. Motion was seconded by Councilmember Boyd. The motion carried 6-1, with Mayor Protem Cobb in opposition.*

### Resolutions

**RS-23-120** Consider a memorandum/resolution setting the preliminary tax rate for the FY 2024 Annual Budget and setting the date to hold a public hearing.

Staff Comments: Miranda Drake, Assistant Director of Finance  
Ms. Drake presented City Council a historic view of property tax rates identifying changes to the rate being made in 2011, 2015, 2021, 2022 and 2023. Ms. Drake further explained the different rates: the current tax rate being \$0.6233; the budgeted rate used to prepare the FY 2024 proposed budget of \$0.6208; the no-new-revenue rate of \$0.5473 and the voter-approval rate of \$0.7075. Staff recommended that City Council set the preliminary tax rate at \$0.6208.

*Motion was made by Mayor Protem Cobb who stated, "I move to set the preliminary tax rate at \$0.6208 and to set the date of September 12, 2023 to a hold public hearing on the tax rate with the meeting being held at 5:00 p.m. at 101 N. College Street, Killeen, Texas." Motion was seconded by Councilmember Alvarez.*

*The City Secretary called for a record vote:*

*Councilmember Alvarez - aye  
Councilmember Gonzalez - aye  
Councilmember Solomon - aye  
Councilmember Cobb - aye  
Councilmember Segarra - aye  
Councilmember Boyd - aye  
Councilmember Adams - aye*

*Motion carried unanimously (7-0).*

### Adjournment

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Gonzalez, and unanimously approved, the meeting was adjourned at 5:37 p.m.





# City of Killeen

## Staff Report

File Number: RS-23-125

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Consider a memorandum/resolution awarding Bid No. 23-35, Bermuda Ditch Retaining Wall Repair, to NNAC, Inc., in the amount of \$369,848.14.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** Authorize the award of Bid No. 23-35, Bermuda Ditch Retaining Wall Repair, to NNAC, Inc. in the amount of \$369,848.14

### **BACKGROUND AND FINDINGS:**

This project was included in the Capital Improvement Plan as a project in FY 2022 as a result of a failed retaining wall along the west side of Bermuda Ditch and another failing wall opposite on the east side of the ditch.

The project includes replacement of the portion of the ditch with the vertical retaining walls with sloped concrete ditch paving.

Half and Associates, Inc. provided professional services for design and bids. All received bids were opened on July 12, 2023 and read aloud through zoom online video conferencing and are noted below.

<b>Bidders</b>	<b>Total Bid Amount</b>
NNAC Inc.	\$369,848.14
Jerdon Enterprise, L.P.	\$420,664.00

### **THE ALTERNATIVES CONSIDERED:**

1. Reject all received bids and do not move forward with the construction of the Bermuda Ditch Retaining Wall Repair Project.
2. Award Bid 23-35, Bermuda Ditch Retaining Wall Repair, to NNAC Inc. in the amount of \$369,848.14.

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

Alternative 2 is recommended because:

- a. NNAC Inc. is the lowest responsible bidder.
- b. Halff and Associates, Inc., the design engineering firm on this project, reviewed and recommended the contract be awarded to NNAC Inc., in the amount of \$369,848.14.

**CONFORMITY TO CITY POLICY:**

The project conforms to all State and City purchasing policies.

**FINANCIAL IMPACT:**

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

The total cost for the construction of the Bermuda Ditch Retaining Wall Repair Project is \$369,848.14. There is sufficient amount of funds in the Drainage Capital project account for this project.

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

This is a one-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in the Drainage Capital Improvement Program (CIP) Fund account 375-8934-493.69-03.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council award Bid 23-25 to NNAC Inc. for the construction of the Bermuda Ditch Retaining Wall Repair Project in the amount of \$369,848.14, authorize the City Manager or his designee to enter into a contract with JHL Construction, and authorize the City Manager to execute any and all change orders.

**DEPARTMENTAL CLEARANCES:**

Development Services  
Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Tab  
Consultant Recommendation Letter  
Contract Verification Form  
Certificate of Interested Parties

**BID TABULATION**

Project Name: Bermuda Ditch Retaining Wall Repair

Bid No. 23-35

Bid Opening Date: 7/12/2023

GENERAL				(Note: Sort Bids By Low Bidder)				ENGINEER'S OPCC	
				NNAC Inc.		Jerdon Enterprise, L.P. Proposal			
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
1	Preparing ROW	1	LS	\$ 36,236.85	\$ 36,236.85	\$ 49,500.00	\$ 49,500.00	\$ 20,000.00	\$ 20,000.00
2	Remove Conc (Walls)	114.0	SY	\$ 138.47	\$ 15,785.58	\$ 310.00	\$ 35,340.00	\$ 80.00	\$ 9,120.00
3	Remove Conc (Riprap)	221	SY	\$ 88.89	\$ 19,644.69	\$ 65.00	\$ 14,365.00	\$ 50.00	\$ 11,050.00
4	Block Sodding	187	SY	\$ 43.30	\$ 8,097.10	\$ 18.00	\$ 3,366.00	\$ 20.00	\$ 3,740.00
5	Rock Filter Dams	46	LF	\$ 24.00	\$ 1,104.00	\$ 78.00	\$ 3,588.00	\$ 70.00	\$ 3,220.00
6	Stabilized Construction Entrance	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,250.00	\$ 4,250.00	\$ 3,100.00	\$ 3,100.00
7	Concrete Riprap Slope	276	SY	\$ 795.30	\$ 219,502.80	\$ 840.00	\$ 231,840.00	\$ 400.00	\$ 110,400.00
8	Trench Safety Plan (Temp Shoring/Under Pinning)	1	LS	\$ 5,830.00	\$ 5,830.00	\$ 5,400.00	\$ 5,400.00	\$ 5,000.00	\$ 5,000.00
9	Mobilization	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 41,250.00	\$ 41,250.00	\$ 20,331.00	\$ 20,331.00
10	Barricades, Signs, and Traffic Handling	3	MO	\$ 1,414.26	\$ 4,242.78	\$ 3,850.00	\$ 11,550.00	\$ 7,000.00	\$ 21,000.00
11	Chain Link Fence	307	LF	\$ 55.42	\$ 17,013.94	\$ 45.00	\$ 13,815.00	\$ 40.00	\$ 12,280.00
12	Wood Privacy Fence	16	LF	\$ 118.15	\$ 1,890.40	\$ 150.00	\$ 2,400.00	\$ 150.00	\$ 2,400.00
13	Project Sign	2	EA	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00
				<b>BASE BID TOTAL: \$</b>	<b>369,848.14</b>	<b>BASE BID TOTAL: \$</b>	<b>420,664.00</b>	<b>BASE BID TOTAL: \$</b>	<b>223,641.00</b>



Halff Associates, Inc.  
13620 Briarwick Drive  
Suite 100  
Austin, Texas 78729  
(512) 777-4600

Ms. Lorianne Luciano  
Director of Procurement and Contract Management  
802 N. 2<sup>nd</sup> Street, Building E, Room 215  
Killeen, TX 76541

Date: July 17, 2023

Subject: **Recommendation for Award** – Bermuda Ditch Retaining Wall Repair Project; Bid 23-35

Dear Ms. Luciano,

The City opened bids for the **Bermuda Ditch Retaining Wall Repair Project** on Wednesday, July 12<sup>th</sup>, 2023 at 2:15 PM from the following two (2) contractors:

- 1) NNAC, Inc.
- 2) Jerdon Enterprise, L.P.

After tabulating and checking bid totals, we have determined that both bids were responsive, and no rounding or calculation errors were made. The low bidder is NNAC, Inc. with a total bid of **\$369,848.14**. Based on this being the lowest responsive bid, we recommend award of the construction contract to **NNAC, Inc.** in the amount of **\$369,848.14**. A tabulation of the bids is attached for your records.

If you have any questions regarding the bids or this letter, please let me know.

Sincerely,  
**Halff Associates, Inc.**

Andy Dutton, P.E.  
Senior Project Manager

Cc: Andrew Zagars, City Engineer, City of Killeen  
Abdul Abbasi, Project Manager, City of Killeen  
Yul Eroy, Project Manager, City of Killeen

Attachments: Bermuda Retaining Wall Repair BidTabulationReview20230717.pdf

**BID TABULATION**

Project Name: Bermuda Ditch Retaining Wall Repair

Bid No. 23-35

Bid Opening Date: 7/12/2023

(Note: Sort Bids By Low Bidder)

**GENERAL**

**NNAC Inc.**

**Jerdon Enterprise, L.P. Proposal**

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost
1	Preparing ROW	1	LS	\$ 36,236.85	\$ 36,236.85	\$ 49,500.00	\$ 49,500.00
2	Remove Conc (Walls)	114.0	SY	\$ 138.47	\$ 15,785.58	\$ 310.00	\$ 35,340.00
3	Remove Conc (Riprap)	221	SY	\$ 88.89	\$ 19,644.69	\$ 65.00	\$ 14,365.00
4	Block Sodding	187	SY	\$ 43.30	\$ 8,097.10	\$ 18.00	\$ 3,366.00
5	Rock Filter Dams	46	LF	\$ 24.00	\$ 1,104.00	\$ 78.00	\$ 3,588.00
6	Stabilized Construction Entrance	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,250.00	\$ 4,250.00
7	Concrete Riprap Slope	276	SY	\$ 795.30	\$ 219,502.80	\$ 840.00	\$ 231,840.00
8	Trench Safety Plan (Temp Shoring/Under Pinning)	1	LS	\$ 5,830.00	\$ 5,830.00	\$ 5,400.00	\$ 5,400.00
9	Mobilization	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 41,250.00	\$ 41,250.00
10	Barricades, Signs, and Traffic Handling	3	MO	\$ 1,414.26	\$ 4,242.78	\$ 3,850.00	\$ 11,550.00
11	Chain Link Fence	307	LF	\$ 55.42	\$ 17,013.94	\$ 45.00	\$ 13,815.00
12	Wood Privacy Fence	16	LF	\$ 118.15	\$ 1,890.40	\$ 150.00	\$ 2,400.00
13	Project Sign	2	EA	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00
				<b>BASE BID TOTAL: \$</b>	<b>369,848.14</b>	<b>BASE BID TOTAL: \$</b>	<b>420,664.00</b>

COUNTY: BELL  
PROJECT: BERMUDA DITCH RETAINING WALL REPAIR  
BID NO: 23-35



**Contract Verification**

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

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

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

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

\_\_\_\_\_  
Signature

Luke Lettau  
Printed Name

7/12/2023  
Date

\_\_\_\_\_  
National Native American Construction, Inc. dba NNAC, Inc.  
Company Name

Vice President  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

National Native American Construction, Inc. dba NNAC, Inc.  
Killeen, TX United States

**Certificate Number:**  
2023-1047436

**Date Filed:**  
07/18/2023

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

City of Killeen

**Date Acknowledged:**

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

23-35

demo of approx. 260 linear feet of existing reinforced concrete riprap & vertical wall and construction of approx. 260 linear feet reinforced concrete sloped channel lining

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

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is Luke Lettau, and my date of birth is 3/20/1985.

My address is 2463 Moselle Dr, Coeur d'Alene ID, 83815, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Kootenai County, State of Idaho, on the 18 day of July, 2023.  
(month) (year)

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



BERMUDA DITCH RETAINING  
WALL REPAIR BID AWARD FOR  
CONSTRUCTION

RS-23-125

August 15, 2023

# Background

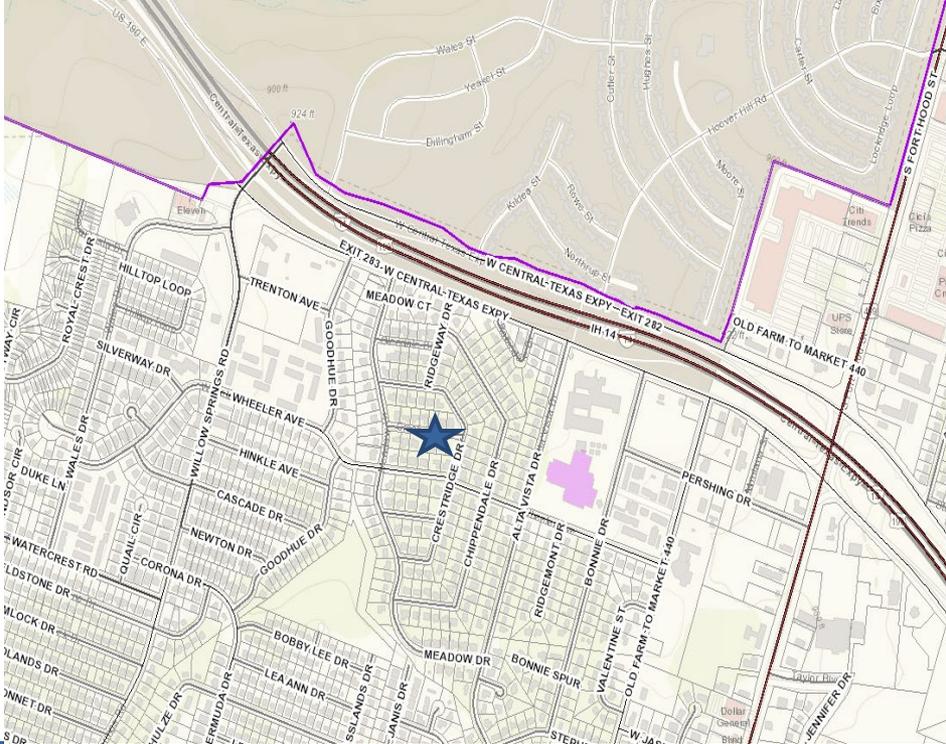
2

- ❑ FY 2022 Capital Improvement Plan includes the design and construction of the Bermuda Ditch Retaining Wall Repair project.
- ❑ Project includes installation of removal of the failed concrete walls and replace with concrete ditch paving.
- ❑ Halff and Associates Inc. provided the professional services for design and bids.
- ❑ Bids were opened and read aloud on July 12, 2023.

# Background

3

- Two bids were received for the project
  - ▣ NNAC Inc. \$369,848.14
  - ▣ Jerdon Enterprise, L.P. \$420,664.00
- Engineers estimate for the project is \$223,641.00



4

## Project Location

# Alternatives Considered

5

The City Council has two (2) alternatives. The Council may:

- Reject all bids and do not move forward with the construction of the Bermuda Ditch Retaining Wall Repair Project.
- Award Bid 23-35 Bermuda Ditch Retaining Wall Repair project to NNAC Inc. in the amount of \$369,848.14 authorize the City Manager or his designee to enter into a contract with NNAC, Inc. and authorize the City Manager to execute any and all changes within the amounts set by state and local law.

# Recommendation

6

- Staff recommends that the City Council award Bid 23-35 Bermuda Ditch Retaining Wall Repair project to NNAC Inc. in the amount of \$369,848.14, authorize the City Manager or his designee to enter into a contract with NNAC, Inc. and authorize the City Manager to execute any and all changes within the amounts set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-23-126

---

Consider a memorandum/resolution to reject all bids for Bid No. 23-38, Trimmier Road/10th Street at Hallmark Avenue Drainage Improvement.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director Development Services

**SUBJECT:** Reject All Bids of Bid No. 23-38 Trimmier Road/10th Street at Hallmark Avenue Drainage Improvements

**BACKGROUND AND FINDINGS:**

This project was included in the Capital Improvement Plan as a project in FY 2022 as a result of drainage issues found across the intersection during high storm events. This project was included in the 2012 Drainage Master Plan as a proposed project to address ditch and neighborhood drainage issues.

The project includes installation of inlets along Trimmier and Hallmark Avenue with underground drainage pipe. The project design included relocation of existing water main that was found to conflict with the proposed design.

Clark Associates provided professional services for design and bids. All received bids were opened and read aloud on July 13 through zoom online video conferencing and are noted below.

<b>Bidders</b>	<b>Total Bid Amount</b>
Bell Contractors	\$1,674,763.13
TTG Utilities	\$1,254,452.00
Emerson Construction Company	\$1,394,734.00

**THE ALTERNATIVES CONSIDERED:**

1. Reject all received bids and do not move forward with the construction of the Trimmier Road/10th Street at Hallmark Avenue Drainage Improvement Project.
2. Award Bid 23-35, Bermuda Ditch Retaining Wall Repair, to TTG Utilities in the amount of \$1,254,452.00.

**Which alternative is recommended? Why?**

Staff recommends Alternate 1. Reject all received bids and do not move forward with the

construction of Trimmier Road/10th Street at Hallmark Avenue Drainage Improvement Project.

- a. The project bids were all above the engineers estimate and available funding.
- b. Clark and Associates, the engineering design consultant for the project, has reviewed the bids and recommended rejection of all bids.

**CONFORMITY TO CITY POLICY:**

The project conforms to all State and City purchasing policies.

**FINANCIAL IMPACT:**

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

The total cost for the construction of the Trimmier Road/10th Street at Hallmark Avenue Drainage Improvement Project is \$1,254,452.00 if awarded the bid. There are not sufficient funds in the account for this capital project. A budget transfer from other project(s) would be necessary to proceed with the award of this bid.

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

This is a one-time expenditure.

**Is this expenditure budgeted?**

Yes, \$660,409 is available for this project in the Drainage Utility CIP Fund in account 375-8934-493.69-03. However, this is not sufficient funding to cover the cost of the lowest proposed bid.

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

A budget transfer from other projects would need to occur for the additional funding. This would result in the delay or cancellation of the projects the funding would be taken from.

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

N/A

**RECOMMENDATION:**

Staff recommends that the City Council reject all received bids and do not move forward with the construction of Trimmier Road/10th Street at Hallmark Avenue Drainage Improvement Project.

**DEPARTMENTAL CLEARANCES:**

Development Services  
Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Consultant Recommendation Letter  
Bid Tab



**CITY OF KILLEEN**  
**TRIMMIER ROAD / 10th STREET AT HALLMARK AVENUE DRAINAGE IMPROVEMENTS (RE-BID)**  
**Bid Date: July 13, 2023**



No.	Item Description			Bell Contractors, Inc.		TTG Utilities, Inc.		Emerson Construction Company	
		Est. Quan.	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	R.O.W., Haul Off, and Site Clearing	12	STA	\$ 8,726.45	\$ 104,717.40	\$ 13,365.00	\$ 160,380.00	\$ 6,100.00	\$ 73,200.00
2	Mobilization, Bonds, Permits, and Insurance	100%	LS	\$ 82,778.51	\$ 82,778.51	\$ 75,000.00	\$ 75,000.00	\$ 280,600.00	\$ 280,600.00
3	Storm Water Pollution Prevention Plan	100%	LS	\$ 18,701.69	\$ 18,701.69	\$ 11,100.00	\$ 11,100.00	\$ 12,200.00	\$ 12,200.00
4	Traffic Control Plan	100%	LS	\$ 106,584.12	\$ 106,584.12	\$ 115,181.00	\$ 115,181.00	\$ 106,750.00	\$ 106,750.00
5	Trench Safety Plan	100%	LS	\$ 72,250.34	\$ 72,250.34	\$ 17,500.00	\$ 17,500.00	\$ 9,150.00	\$ 9,150.00
6	Excavate and Locate Existing Utilities	100%	LS	\$ 88,268.93	\$ 88,268.93	\$ 19,150.00	\$ 19,150.00	\$ 24,400.00	\$ 24,400.00
7	Sawcut, Remove, and Replace Existing HMAC Pavement	667	SY	\$ 88.58	\$ 59,082.86	\$ 60.00	\$ 40,020.00	\$ 183.00	\$ 122,061.00
8	Sawcut, Remove, and Replace Existing Reinforced Concrete Pavement	29	SY	\$ 118.58	\$ 3,438.82	\$ 310.00	\$ 8,990.00	\$ 183.00	\$ 5,307.00
9	Sawcut, Remove, and Replace Existing Reinforced Concrete Sidewalk	46	SY	\$ 112.58	\$ 5,178.68	\$ 190.00	\$ 8,740.00	\$ 183.00	\$ 8,418.00
10	Sawcut, Remove, and Replace Standard 24" Concrete Curb and Gutter	278	LF	\$ 47.07	\$ 13,085.46	\$ 67.00	\$ 18,626.00	\$ 49.00	\$ 13,622.00
11	New Handicap Curb Ramp	1	EA	\$ 6,133.38	\$ 6,133.38	\$ 1,865.00	\$ 1,865.00	\$ 4,270.00	\$ 4,270.00
12	New Reinforced Concrete Retaining Wall	36	LF	\$ 381.67	\$ 13,740.12	\$ 140.00	\$ 5,040.00	\$ 183.00	\$ 6,588.00
13	New Reinforced Concrete Mitered End Treatment	1	EA	\$ 14,833.38	\$ 14,833.38	\$ 6,485.00	\$ 6,485.00	\$ 6,100.00	\$ 6,100.00
14	New Stone Rip Rap (24" Average Diameter)	80	SY	\$ 70.58	\$ 5,646.40	\$ 72.00	\$ 5,760.00	\$ 141.00	\$ 11,280.00
15	New 36" Dual Wall HPDE Storm Sewer	815	LF	\$ 525.44	\$ 428,233.60	\$ 400.00	\$ 326,000.00	\$ 177.00	\$ 144,255.00
16	New 36" RCP Class III Storm Sewer	60	LF	\$ 825.93	\$ 49,555.80	\$ 690.00	\$ 41,400.00	\$ 537.00	\$ 32,220.00
17	New 30" RCP Class III Storm Sewer	92	LF	\$ 774.05	\$ 71,212.60	\$ 438.00	\$ 40,296.00	\$ 488.00	\$ 44,896.00
18	New 24" RCP Class III Storm Sewer	6	LF	\$ 736.86	\$ 4,421.16	\$ 382.00	\$ 2,292.00	\$ 458.00	\$ 2,748.00
19	New 18" RCP Class III Storm Sewer	120	LF	\$ 711.11	\$ 85,333.20	\$ 312.00	\$ 37,440.00	\$ 448.00	\$ 53,760.00
20	New 5'x5' Precast Concrete Type "E" Storm Inlet	3	EA	\$ 17,504.79	\$ 52,514.37	\$ 10,040.00	\$ 30,120.00	\$ 10,989.00	\$ 32,967.00
21	New 5'x5' Precast Concrete Junction Box	4	EA	\$ 15,364.89	\$ 61,459.56	\$ 12,300.00	\$ 49,200.00	\$ 12,368.00	\$ 49,472.00
22	New Precast 15' Reinforced Concrete Curb Inlet	2	EA	\$ 19,978.71	\$ 39,957.42	\$ 20,610.00	\$ 41,220.00	\$ 25,132.00	\$ 50,264.00
23	New Precast 15' Recessed Reinforced Concrete Curb Inlet	3	EA	\$ 20,098.71	\$ 60,296.13	\$ 17,545.00	\$ 52,635.00	\$ 31,867.00	\$ 95,601.00
24	New Precast 10' Reinforced Concrete Two-Sided Curb Inlet	1	EA	\$ 18,351.75	\$ 18,351.75	\$ 12,595.00	\$ 12,595.00	\$ 11,151.00	\$ 11,151.00
25	New Precast 10' Recessed Reinforced Concrete Curb Inlet	1	EA	\$ 20,637.75	\$ 20,637.75	\$ 12,595.00	\$ 12,595.00	\$ 12,664.00	\$ 12,664.00
26	Connection to Existing Water Main	5	EA	\$ 4,983.45	\$ 24,917.25	\$ 3,670.00	\$ 18,350.00	\$ 4,594.00	\$ 22,970.00
27	New 6" PVC C900 DR18 Water Main	260	LF	\$ 311.45	\$ 80,977.00	\$ 110.00	\$ 28,600.00	\$ 159.00	\$ 41,340.00
28	New 6"x6" MJ Tee	3	EA	\$ 1,541.21	\$ 4,623.63	\$ 1,382.00	\$ 4,146.00	\$ 2,745.00	\$ 8,235.00
29	New 6" MJ Gate Valve	7	EA	\$ 2,712.69	\$ 18,988.83	\$ 2,410.00	\$ 16,870.00	\$ 3,904.00	\$ 27,328.00
30	New 6" MJ 45 Degree Bend	6	EA	\$ 1,235.21	\$ 7,411.26	\$ 752.00	\$ 4,512.00	\$ 2,989.00	\$ 17,934.00
31	New 6" MJ 90 Degree Bend	1	EA	\$ 1,271.21	\$ 1,271.21	\$ 854.00	\$ 854.00	\$ 2,898.00	\$ 2,898.00
32	New 6" MJ Plug	1	EA	\$ 960.69	\$ 960.69	\$ 820.00	\$ 820.00	\$ 2,135.00	\$ 2,135.00
33	New Standard Fire Hydrant Assembly	1	EA	\$ 6,699.13	\$ 6,699.13	\$ 8,990.00	\$ 8,990.00	\$ 12,200.00	\$ 12,200.00
34	New Domestic Water Service and Connection to New Water Main	15	EA	\$ 2,833.38	\$ 42,500.70	\$ 2,112.00	\$ 31,680.00	\$ 3,050.00	\$ 45,750.00
<b>Total Base Bid</b>					<b>\$ 1,674,763.13</b>		<b>\$ 1,254,452.00</b>		<b>\$ 1,394,734.00</b>



215 North Main Street  
Temple, Texas 76501  
(254) 899-0899  
Fax (254) 899-0901  
[www.clark-assoc.com](http://www.clark-assoc.com)  
Firm Registration No: F-23184

July 18, 2023

City of Killeen  
Lorianne Luciano  
802 N. 2<sup>nd</sup> Street, Building E, Room 215  
Killeen, Texas 76541

Re: Bid No. 23-28 – Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvements

To Whom it May Concern,

On June 3<sup>rd</sup>, we received three (3) bids for the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvements Project. We have reviewed each bid for accuracy and completeness. TTG Utilities, Inc. submitted a Base Bid totaling \$1,254,452.00 making them the apparent low bidder. *Please refer to the enclosed Bid Tabulation Sheet and Bid Schedule Breakout for detailed information.*

The engineer’s project estimate for the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvements Project was \$632,158.00. All three bids came in over the engineer’s project estimate. It is our opinion that this cost overrun is due to continual increases in labor and material costs, material shortages, and the contractor’s attempt to compensate for price volatility with their bid numbers.

We are recommending that the City of Killeen reject all bids for the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvements Project until a time that material costs have stabilized.

Respectfully,

Monty Clark, P.E., CPESC





TRIMMIER ROAD/ 10<sup>TH</sup> STREET  
AT HALLMARK AVENUE  
DRAINAGE IMPROVEMENT REBID  
AWARD FOR CONSTRUCTION

RS-23-126

August 15, 2023

35

# Background

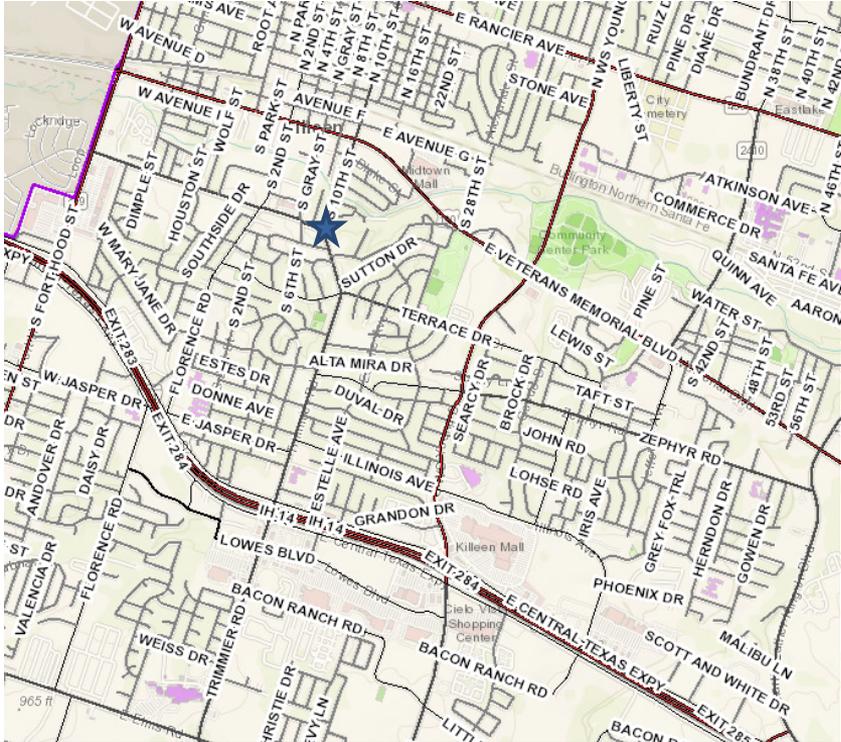
2

- ❑ FY 2022 Capital Improvement Plan includes the design and construction of the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvements project.
- ❑ Project includes installation of underground drainage pipe, concrete inlets and utility relocations.
- ❑ Clark and Associates provided the professional services for design and bids.
- ❑ Bids were opened and read aloud on July 13, 2023.

# Background

3

- Three bids were received for the project
  - ▣ TTG Utilities, Inc. \$1,254,452.00
  - ▣ Bell Contractors Inc. \$1,674,763.13
  - ▣ Emerson Construction Company, Inc. \$1,394,734.00
- Engineers estimate for the project is \$632,158.00



4

## Project Location

# Alternatives Considered

The City Council has two (2) alternatives. The Council may:

- ❑ Reject all bids and do not move forward with the construction of the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvement Project.
- ❑ Award Bid 23-38 to TTG Utilities for the construction of the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvement Project, in the amount of \$1,254,452.00, authorize the City Manager or his designee to enter into a contract with TTG Utilities and authorize the City Manager to execute any and all changes within the amounts set by state and local law.

# Recommendation

6

- Staff recommends that the City Council rejects all bids and do not move forward with the construction of the Trimmier Road/10<sup>th</sup> Street at Hallmark Avenue Drainage Improvement Project



# City of Killeen

## Staff Report

File Number: RS-23-127

---

Consider a memorandum/resolution supporting the City of Killeen's application for the 2023 Transportation Alternatives Grant for Chaparral Road.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** Adopt a resolution in support of the application to the 2023 Transportation Alternatives Grant for Chaparral Road

### **BACKGROUND AND FINDINGS:**

On December 2, 2022, TXDOT held an area wide call for 2023 Transportation Alternatives (TA) projects. The TA program provides funding for a variety of alternative projects, including on- and off-road pedestrian and bicycle facilities, infrastructure for non-driver access to public transportation, projects that enhance mobility, and Safe Routes to School.

On January 27, 2023, the City of Killeen submitted a preliminary application for the TA grant for the pedestrian and bicycle features on Chaparral Road in the amount of \$14,252,932.00. The project includes shared use pathways along the corridor that support the KTMPO regional trail alignment and will help provide non-driver access to Chaparral High school, new middle school, and proposed elementary that are all along, or near, the proposed project.

On March 24, 2023, the City was notified that its preliminary application was selected to move forward in the process to a formal application. On June 1, 2023, the City submitted the formal application for the Chaparral Road project.

To proceed with the application review, TXDOT requested a resolution of support be submitted.

### **THE ALTERNATIVES CONSIDERED:**

Alternative 1 - Do not approve the Resolution of Support for Killeen's grant application. Doing so will forfeit the current application and disqualify it for future review.

Alternative 2 - Approve the Resolution of Support for Killeen's application with TXDOT for the Transportation Alternatives Grant for Chaparral Road.

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

City staff recommends Alternative 2 - Approve the Resolution of Support of Killeen’s application with TXDOT for the Transportation Alternatives Grant for Chaparral Road. This will assist in the funding for the construction of the Chaparral Road Widening project.

**CONFORMITY TO CITY POLICY:**

This item conforms to state, city, and local purchasing policies and regulations.

**FINANCIAL IMPACT:**

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

The application is for \$14,252,932.00 in additional grant funding for the Chaparral Road project. The TA funds may be used for development of preliminary engineering and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Killeen would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds.

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

One-time future expenditures

**Is this expenditure budgeted?**

Yes, \$3,000,000 is available in the Governmental CIP Fund in account 349-8934-493.69-01 and \$500,000 is available in the Drainage Utility CIP Fund in account 375-8934-493.69-03.

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

N/A

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

Yes

**RECOMMENDATION:**

City staff recommends approval of the Resolution of Support of Killeen’s application with TXDOT for the Transportation Alternatives Grant for Chaparral Road. This will assist in the funding for the construction of the Chaparral Road Widening project.

**DEPARTMENTAL CLEARANCES:**

Development Services  
Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Resolution

A RESOLUTION SUPPORTING THE CITY OF KILLEEN’S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION’S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Killeen would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN THAT: The City of Killeen supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. The City of Killeen is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Killeen on the 22nd day of August, 2023.

\_\_\_\_\_  
Debbie Nash-King (Mayor)

\_\_\_\_\_  
Nina Cobb (Mayor Pro Tem)



SUPPORT FOR APPLICATION  
2023 TRANSPORTATION  
ALTERNATIVES GRANT FOR  
CHAPARRAL ROAD

RS-23-127

August 15, 2023

# Background

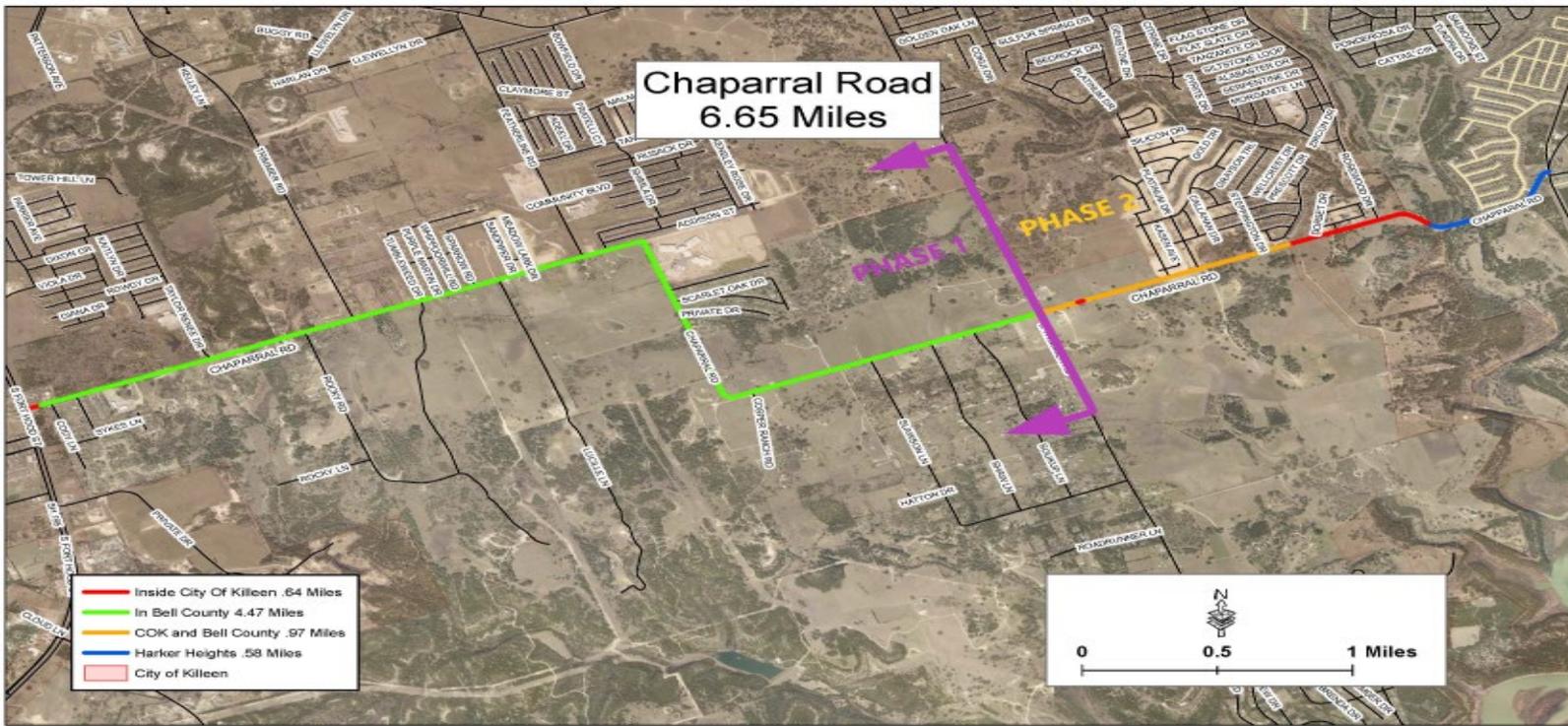
2

- ❑ On December 2, 2022, TXDOT held an area wide call for the 2023 Transportation Alternatives (TA) projects.
- ❑ On January 27, 2023, the City of Killeen submitted a preliminary application for a Transportation Alternatives Grant for the pedestrian features on the Chaparral Road Phase I project (Hwy 195 to East Trimmier Road) in the amount of \$14,252,932.00.
- ❑ On March 24, 2023 we were notified by TXDOT that our preliminary application was selected to move forward to a formal application.
- ❑ On June 1, 2023 the formal application was submitted to TXDOT

# Background

3

- Prior to the continued review of the grant application, TXDOT requested a resolution of support to be provided.



4

## Project Limits Map

# Alternatives Considered

5

The City Council has two (2) alternatives. The Council may:

- Not approve the Resolution of Support for Killeen's grant application. Doing so will forfeit the current application and disqualify future review.
- Approve the Resolution of Support for Killeen's application with TXDOT for the Transportation Alternatives Grant for Chaparral Road.

# Recommendation

6

- Staff recommends the council approve the Resolution of Support for Killeen's application with TXDOT for the Transportation Alternatives Grant for Chaparral Road.



# City of Killeen

## Staff Report

File Number: RS-23-128

---

Consider a memorandum/resolution authorizing the approval of an Interlocal Agreement with the Killeen Independent School District for the Fire Academy program.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Jim Kubinski, Fire Chief

**SUBJECT:** Interlocal Agreement with KISD for Fire Academy program

### **BACKGROUND AND FINDINGS:**

The City of Killeen Fire Department (KFD) partners with the Killeen Independent School District (KISD) to offer a four-semester program to prepare high school students to be qualified to meet the requirements for certification as a structural Firefighter and EMT in the State of Texas. All Firefighter and EMT classes will be conducted at Killeen Fire Department Training facilities, facilities contracted by the Killen Fire Department, or KISD Career Center as necessary. This agreement details the goals of the course as well as plans for transportation, conduct and appearance of students, grading, and program cost. This agreement shall terminate July 31, 2024, provided that the Agreement shall automatically renew annually from year to year for a period of five (5) years. All other terms are expressed in Part 7 of the Agreement.

### **THE ALTERNATIVES CONSIDERED:**

- 1: Do not approve the Interlocal Agreement between City of Killeen and KISD.
- 2: Approve the Interlocal Agreement between City of Killeen and KISD.

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

Killeen Fire Department recommends approval of the Interlocal Agreement between City of Killeen and KISD, renewed annually, for a period of five (5) years. This will accomplish the goal of increasing the diversity of the qualified local workforce in the fire service and provide education toward a career path in public service.

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

This Interlocal Agreement complies with state law and city policy.

**FINANCIAL IMPACT:**

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

Estimated expenditure for FY 2024 will be approximately \$45,000. However, KISD reimburses the Killeen Fire Academy to cover tuition, equipment, and personnel expenses for each student enrolled.

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

Recurring expenditures

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund Fire Department in the FY 2024 Proposed Budget.

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

N/A

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

Yes, upon approval of the FY 2024 Proposed Budget.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the approval of the Interlocal Agreement between The City of Killeen and Killeen Independent School District.

**DEPARTMENTAL CLEARANCES:**

Fire  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Interlocal Agreement between City of Killeen and Killeen Independent School District

**INTERLOCAL AGREEMENT**  
**FOR THE KISD FIRE ACADEMY**  
**School Years: 2023-2024**

STATE OF TEXAS

COUNTY OF BELL

THIS CONTRACT AND AGREEMENT, entered into on this 11th day of July, 2023 by and between the City of KILLEEN, TEXAS and the KILLEEN INDEPENDENT SCHOOL DISTRICT, by and through their respective duly authorized City Manager, and Superintendent acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the "Interlocal Cooperation Act."

**Part 1**

**SERVICES AND CONDITIONS:**

This is a four-semester program to prepare high school students to be qualified to meet the requirements for certification as a structural Firefighter in the State of Texas. Killeen Fire Department instructors will teach the first three semesters. Semester four will be reserved for the student to complete Emergency Medical Technician (EMT) through the Texas Department of State Health Services (TDSHS). This is a required prerequisite for the graduate to become certified by the Texas Commission of Fire Protection (TCoFP).

The goals of this program are to increase the diversity of the qualified local workforce in the field of fire protection, and enrich graduates by providing an education toward a career path in public service. Both classroom and hands-on learning will accomplish the goals of this program. All Firefighter classes will be conducted at Killeen Fire Department training facilities or facilities contracted by the Killeen Fire Department, and EMT classes will be conducted at the Killeen Fire Department training facility or facilities contracted by the Killeen Fire Department or the KISD Career Center. Successful completion of this course will prepare the student for employment as a basic structural firefighter in the State of Texas by meeting all of the certification specific learning objectives as set by the TCoFP.

For students attending classes at the Killeen Fire Department training facility, semester one and two will be completed in the student's junior year. Semester three and four will be completed during the student's senior year. All live fire training will be conducted after the student has completed semester one. Prior to live fire training, students must receive instruction on safety, fire behavior, portable extinguishers, personal protective equipment, ladders, fire hoses, appliances and streams, overhaul, and water supplies. Semester four will be reserved for EMT.

The contents of semesters one through three will coincide with the TCoFP phases as outlined in the Basic Fire Suppression Certification Curriculum Manual. Contents of semester four will coincide with TDSHS certification requirements.

- Semester 1 consists of phases 1 and 2 of Firefighter I.
- Semester 2 consists of phases 3 and 4 of Firefighter II.
- Semester 3 consists of phase 5 of Firefighter II.
- Semester 4 is reserved for EMT.

## **Part 2**

### **TRANSPORTATION**

Transportation will be the responsibility of KISD to and from the training facilities of the Killeen Fire Department (KFD) and those facilities contracted by KFD.

## **Part 3**

### **CONDUCT AND APPEARANCE**

Students enrolled in the KFD-KISD Fire Academy will be neat and well-groomed in accordance with KISD policies and those of KFD to include facial hair, clothing, or jewelry that in the opinion of KFD instructor could pose a safety hazard. Students shall conduct themselves in a professional manner at all times. If such conduct becomes disruptive to the class or unsafe, the student shall be asked to leave the program. This shall be performed according to KISD procedures.

## **Part 4**

### **GRADING**

Grading will be in accordance with Killeen Fire Academy guidelines. Grades will be reported in accordance with KISD policy. All grades will be reported to KISD as required by district policy. Should any student enrolled in this program begin to fall below an acceptable passing grade level, the Executive Director for Career and Technology will be notified immediately in order to combine efforts focused on the success of each student enrolled in this program.

## **Part 5**

### **PROGRAM COST**

#### **FIREFIGHTER I (Junior Year, Both Semesters)**

The reimbursement cost of KFD-KISD Fire Academy for FFI will consist of 1-20 students for \$40,000. Additional students will be admitted at a rate of \$1,500 per student, per school year. There will be a maximum of 30 students to enter the program per school year.

**FIREFIGHTER II (Senior Year, Fall Semester)**

The reimbursement cost of KFD-KISD Fire Academy for FFII will consist of 1-20 students for \$25,000. Additional students will be admitted at a rate of \$800 per student for the fall semester. There will be a maximum of 30 students to enter the program per school year.

**EMERGENCY MEDICAL TECHNICIAN (Senior Year, Spring Semester at KFD Training Facility)**

The reimbursement cost of KFD-KISD Fire Academy for EMT is \$750 per student for the spring semester. There will be a maximum number of 30 students to enter the program per school year. This reimbursement cost is only required for the KISD students who are attending classes at the Killeen Fire Department training facility or facilities contracted by the Killeen Fire Department.

**EMERGENCY MEDICAL TECHNICIAN (Senior Year, Both Semesters at the KISD Career Center)**

The reimbursement cost of KFD-KISD EMT Program classes being held at the KISD Career Center is \$7,200 per year. This reimbursement provides a certified EMT instructor from the Killeen Fire Department for 145 hours per school year to assist with the supervision and instruction of EMT students during their required hands-on skills practice and assessment at the KISD Career Center.

**PART 6****PAYMENT**

Payment shall be due at the completion of the KISD Fire Academies and KISD EMT School. The Killeen Fire Department shall submit an invoice for Fire Fighter I, Fire Fighter II, and KISD EMT reimbursement on one invoice to the Executive Director for Career and Technology for payment.

Payment shall be made from current revenues available to the paying party.

**PART 7****TERM**

This agreement shall terminate July 31, 2024, provided that it shall automatically renew annually from year to year for a period of five (5) years, unless any party hereto shall give the other party written notice on or before ninety (90) days prior to the renewal date, at which time this agreement shall terminate.

Changes may be made to this agreement, by either party, upon written notification, review and approval by both parties during the two year period.

Upon completion of the five year period, a new agreement in its entirety shall be created for future service agreements.

**PART 8**

**NOTICE OF TERMINATION**

The parties hereto may terminate their interest under the agreement, with or without cause, upon ninety (90) days' written notice of their intent to terminate the other party.

In the event of termination by Killeen Independent School District or Killeen Fire Department prior to completion of the old contract, compensation shall be prorated according to what percentage of the Academy year has been completed prior to the termination.

**PART 9**

**ENTIRE AGREEMENT**

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

\_\_\_\_\_  
Kent Cagle  
City Manager, City of Killeen

  
\_\_\_\_\_  
Dr. Jo Ann Fey  
Superintendent, Killeen ISD

\_\_\_\_\_  
Date

7/11/2023  
Date



# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

RS-23-128

August 15, 2023

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

2

- The City of Killeen Fire Department partners with the Killeen Independent School District (KISD) to provide an education toward a career path in the fire service.
- This program allows students of KISD to attend the Killeen Fire Academy and all resources provided.
- As a requirement of this partnership, KISD requests that an Interlocal Agreement be signed by KISD and the City of Killeen and will expire on July 31, 2024, provided that the agreement shall automatically renew from year to year for a period of five (5) years.

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

3

- Alternatives:
  - ▣ Approve the Interlocal Agreement between City of Killeen and Killeen ISD
  - ▣ Not approve the Interlocal Agreement between City of Killeen and Killeen ISD
- Financial Impact:
  - ▣ FY2024 estimated expenditures: \$45,000
  - ▣ KISD reimburses the City of Killeen for the expenses of each student enrolled
  - ▣ Budgeted expense - no additional funding required

# INTERLOCAL AGREEMENT: CITY OF KILLEEN AND KILLEEN ISD

4

- Conforms to City Policy
- Staff recommends that the City Manager or his designee be authorized to execute the Interlocal Agreement between the City of Killeen and Killeen ISD, and that the City Manager or designee is expressly authorized to execute any and all change orders within the limits set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-23-129

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Consider a memorandum/resolution authorizing the award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin Project to JM Pipeline, LLC, in the amount of \$1,540,446.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Jeffery Reynolds, Executive Director of Public Works

**SUBJECT:** Authorize the Award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin Project to JM Pipeline, LLC

### **BACKGROUND AND FINDINGS:**

The 2019 Water and Wastewater Master Plan includes project 5S - construction of a 12-inch sewer main north of Chaparral Road and west of East Trimmier Road. This new sewer main will provide sewer service to new customers in the Trimmier Creek Basin. On May 24, 2022, City Council approved an Interlocal Agreement between the City of Killeen and Killeen Independent School District (KISD) in which KISD will fund 50% of Project 5S, up to \$750,000. Provided that the sewer main will service a new proposed middle school (MS 15) in the area and the project can be completed by August 2024; the beginning of the 2024/25 school year.

On July 13, 2023, five (5) bids for construction of the Sewer Main in Trimmier Creek Basin Project were received, opened, and read aloud. The bids are as follows:

Purchasing, Water and Sewer, and Kimley Horn staff reviewed all bids and relevant bidder experience based on the selection criteria set forth in the contract documents and response of references. JM Pipeline, LLC is recommended as the awarded bidder for Bid No. 23-40, Sewer Main in Trimmier Creek Basin in the amount of \$1,540,446 as they are the lowest responsible bidder and whose proposal is the most advantageous to the City for this project.

### **THE ALTERNATIVES CONSIDERED:**

- (1) Do not award Bid No. 23-40, Sewer Main in Trimmier Creek Basin; resulting in the City not meeting the Interlocal Agreement's August 2024 timeline.
- (2) Authorize the award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin to the lowest responsible bidder, JM Pipeline, LLC.

**Which alternative is recommended? Why?**

Alternative two (2) is recommended due to extensive experience with the construction of gravity sewer main projects by JM Pipeline, LLC as they are the lowest responsible bidder and whose proposal is the most advantageous to the City.

**CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies.

**FINANCIAL IMPACT:**

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

Total amount of \$1,540,446 will be encumbered in FY 2023, with charges processed throughout FY 2024 until project is complete.

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

One-time

**Is this expenditure budgeted?**

Yes, funds will be available in the Wastewater Impact Fee Fund in the account number 390-8934-493.69-03, upon approval of the ordinance amending the FY 2023 Annual Budget.

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

N/A

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

Yes, upon approval of the ordinance amending the FY 2023 Annual Budget.

**RECOMMENDATION:**

Authorize the award of Bid No. 23-40, Sewer Main in Trimmer Creek Basin Project to JM Pipeline, LLC; authorize the City Manager, or designee, to execute a construction contract with JM Pipeline, LLC in the amount of \$1,540,446, and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Proposal  
Kimley-Horn Letter of Recommendation  
Certificate of Interested Parties



City of Killeen

## Purchasing

Lorianne Luciano, Director of Procurement

802 N 2nd St, Killeen, TX 76541

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### PROPOSAL DOCUMENT REPORT

Bid No. 23-40

Trimmier Creek Basin Wastewater Main Extension

RESPONSE DEADLINE: July 13, 2023 at 1:00 pm

Report Generated: Thursday, July 13, 2023

### JM Pipeline, LLC Proposal

#### CONTACT INFORMATION

**Company:**

JM Pipeline, LLC

**Email:**

[gaby@jmutilityllc.com](mailto:gaby@jmutilityllc.com)

**Contact:**

Gaby Vazquez

**Address:**

825 Magnolia Ln.  
Cottonwood Shores, TX 78657

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**  
Jul 13, 2023 12:54 PM

### ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Jul 13, 2023 8:03 AM by Gaby Vazquez*

Addendum #2  
*Confirmed Jul 13, 2023 8:03 AM by Gaby Vazquez*

### QUESTIONNAIRE

**1. Conflict of Interest Questionnaire (Form CIQ)\***

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Trimmier\_Conflict\_of\_Interest\_Questionnaire.pdf

**2. Certificate of Interested Parties (Form 1295)\***

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

**3. Acknowledgement – “Boycott Israel”\***

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

**4. Acknowledgement – “Boycott Energy Companies”\***

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

**5. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”\***

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a

prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

**6. Antitrust Law Certification\***

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

**7. Litigation Disclosure\***

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

**8. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?\***

No

**9. Does any City of Killeen employee or official have any financial or other interest in your company?\***

No

**10. Can service be accomplished as specified in the specifications?\***

Yes

**11. When can service commence after award (number of days)?\***

10

**12. Point of contact to resolve issues (delivery or invoice):\***

Please provide the name, title, address, email, and phone number of contact.

Gaspar Caracheo

President

825 Magnolia Lane

Cottonwood Shores, TX 78657

[gasparn@jmutilityllc.com](mailto:gasparn@jmutilityllc.com)

830-596-3357

**13. Copyrighted Material\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

**14. If your proposal contains confidential information identify where it is located.**

Where in your proposal is the confidential information? Please be specific.

N/A

**15. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\***

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

**16. Insurance Broker Information\***

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

The Nitsche Group

Craig Parker

281-635-3060

craigp@thenitschegroup.com

**17. Are there claims that are pending against this insurance policy?\***

Answer No or

If yes, please describe:

No

**18. Proposal Requirements\***

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents?

Yes

**19. Proposal Documents\***

Please Upload your COMPLETE Proposal here.

JM\_Pipeline\_Proposal.pdf

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

JM PIPELINE

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

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

CITY OF KILLEEN

Name of Officer

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

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

Yes

No

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

Yes

No

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

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

7   
Signature of vendor doing business with the governmental entity

07/13/23  
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, J.M. Pipeline, LLC as Principal, and firmly bound unto City of Killeen as owner in the sum of \$Five-Percent of Greatest Amount Bid (5% GAB) as the proper measure of liquidated damages for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 13th day of July, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the TRIMMIER CREEK BASIN WASTEWATER MAIN EXTENSION (5S).

Now, Therefore,

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

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

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

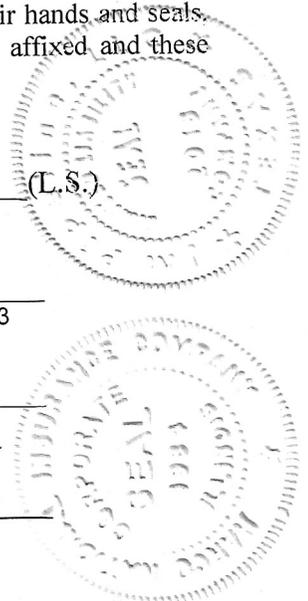
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

JM Pipeline, LLC (L.S.)
Principal
Gaspar Caracheo - President 07/13/23

Harco National Insurance Company
Surety

By: Craig Parker
(Craig Parker, Attorney-In-Fact)

SEAL



**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**GARY A. NITSCHKE, NINA K. SMITH, KENNETH NITSCHKE, ROBERT K. NITSCHKE, CRAIG T. PARKER, ROBERT JAMES NITSCHKE**

Giddings, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022

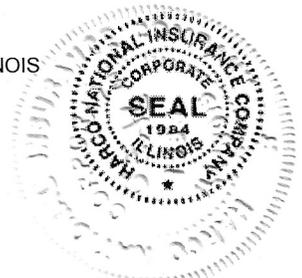


STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2024

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 13, 2023

Irene Martins, Assistant Secretary



# City of Killeen

## ADDENDUM NO. 2

### Bid 23-40 Trimmier Creek Basin Wastewater Main Extension

**DUE DATE: July 13, 2023 @ 1:00 p.m.**

**Today's date: July 11, 2023**

The following questions have been asked about the above-mentioned bid. Changes follow in *italics*.

- 1. **The bid Item reads Trench safety plan, I would like to get clarification that this includes implementation as well since it has a unit cost of LF and not LS.**

*City standard specification Item 212.6 indicates measurement and payment can be either in Lump Sum or Linear Feet of trench. It includes the requirements to plan, design, construct, install, maintain, monitor, modify as necessary, and remove upon completion, a Trench Safety System as specified in item 212.*

- 2. **Will you be uploading the notes from the pre bid?**

*Questions asked during pre-bid meeting are included in addendum No.1 and No.2.*

- 3. **Could you please send out the specs you reference the City of Killeen on bedding Section H - 304?**

*City Standard specification Item 304.4 shows the embedment requirements. Item 304 is in the project manual.*

- 4. **On the densities what is the footage and measurement of the lifts they will be testing on the off road trench?**

*The trench backfill section of the geotechnical report in the project manual provides the lift thickness. For off road trench, the Engineer recommend testing the densities of each lift every 1,000 feet.*

2023/07/12



*Trevor Q. Renn*

Trevor Renn, P.E.  
Kimley-Horn and Associates Inc.

Acknowledgement:

Signature: *Gaspar Carachio*

Print Name: GASPAR CARACHIO

Title: PRESIDENT

Company: JM PIPELINE, LLC

Date: 07/13/23



**ADDENDUM**

**Owner** City of Killeen

**Project** Trimmier Creek Basin Wastewater Main Extension

**Bid No.** 23-40

**Addendum No.** 01

**Addendum Date:** 07/07/2023

**Bid Date & Time:** 07/13/2023 at 1:00PM

---

**The following additions, deletions, modifications, or clarifications shall be made to the appropriate portions of the Contract Documents.**

---

Approved by: Kimley Horn and Associates, Inc  
 Name: Trevor Renn  
 Date: 07/07/2023



ACKNOWLEDGEMENT:

SIGNATURE [Handwritten Signature]

PRINTED NAME GASPAR CARACHEO

TITLE PRESIDENT

COMPANY JM PIPELINE, LLC

DATE 07/13/23

Addendum Number 01  
23-40

**ADDENDUM**

1. Clarification on the Contract Documents
  - A. This addendum adds clarification on the Instructions to Bidders' section 4 – Conditions of Work.
  - B. ADD Contractor is responsible for staking the construction site in accordance with the PLANS and TECHNICAL SPECIFICATIONS. Plan sheet G4 contains geodetic datum info and control points for the proposed project. The Contractor shall engage a qualified surveyor or surveying firm to ensure that the stakes are placed accurately and in strict compliance with the PLANS and TECHNICAL SPECIFICATIONS. Survey Staking is considered incidental to other pay items. No separate payment will be made for the work performed.

**END OF ADDENDUM NO. 1**

**BID PROPOSAL**

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

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

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

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

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

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of \_\_\_\_\_

\_\_\_\_\_ 5% Greatest Amount Bid \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which is a minimum of five (5%) percent of the total amount of the Base Bid.

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

## Unit Prices

Line No.	Spec. No	Description	Unit	Quantity	Unit Price	Cost
1	SS-01 70 00	Mobilization, Bonds, and Insurance (5%)	LS	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
2	302	Right-of-Way Preparation	AC	5	10,000. <sup>00</sup>	50,000. <sup>00</sup>
2	212	Trench Safety Plan	LF	8,061	1. <sup>00</sup>	8,061. <sup>00</sup>
3		Storm Water Prevention and Pollution Plan	LS	1	5,000. <sup>00</sup>	5,000. <sup>00</sup>
4	602	2" Schedule 80 PVC Water Pipe	LF	55	25. <sup>00</sup>	1,375. <sup>00</sup>
5	601	12" C900 DR18 Water Pipe	LF	50	225. <sup>00</sup>	11,250. <sup>00</sup>
6	702	8" SDR26 Wastewater Pipe	LF	151	45. <sup>00</sup>	6,795. <sup>00</sup>
7	702	15" SDR26 Wastewater Pipe	LF	6,632	100. <sup>00</sup>	663,200. <sup>00</sup>
8	702	15" SDR26 Carrier Pipe	LF	20	145. <sup>00</sup>	2,900. <sup>00</sup>
9	702	18" Green Color C900 DR18 Wastewater Pipe	LF	36	255. <sup>00</sup>	9,180. <sup>00</sup>
10	604	24" Jacking and Boring with Steel Encasement	LF	20	1,200. <sup>00</sup>	24,000. <sup>00</sup>
11	702	18" PS115 ASTM F679 Wastewater Pipe	LF	950	120. <sup>00</sup>	114,000. <sup>00</sup>
12	702	18" PS115 ASTM F689 Carrier Pipe	LF	163	150. <sup>00</sup>	24,450. <sup>00</sup>
13	604	30" 3/8" Thick ASTM A-36 Steel Encasement by Open Cut	LF	45	400. <sup>00</sup>	18,000. <sup>00</sup>
14	604	30" Jacking and Boring with Steel Encasement	LF	118	750. <sup>00</sup>	88,500. <sup>00</sup>
15	703	Connect to Existing Manhole	EA	1	4,300. <sup>00</sup>	4,300. <sup>00</sup>
16	703	Connect to Existing Wastewater Line	EA	1	4,000. <sup>00</sup>	4,000. <sup>00</sup>
17		Cement Stabilized Sand	LF	40	50. <sup>00</sup>	2,000. <sup>00</sup>
18	802	Thrust Blocks	CY	1	650. <sup>00</sup>	650. <sup>00</sup>
19	701	4' Dia Manhole with Bolted Cover (0ft to 8ft)	EA	19	8,500. <sup>00</sup>	161,500. <sup>00</sup>
20	701	4' Dia Manhole with Vent (0ft to 8ft)	EA	6	13,700. <sup>00</sup>	82,200. <sup>00</sup>

21	701	4' Dia. Drop Manhole	EA	2	19,300. <sup>00</sup>	38,600. <sup>00</sup>
22	701	4' Dia. Manhole Riser	VF	35	250. <sup>00</sup>	8,750. <sup>00</sup>
23	701	Manhole Coating Repair	EA	1	4,500. <sup>00</sup>	4,500. <sup>00</sup>
24	504	Gravel Road Replacement	SY	688	13. <sup>00</sup>	8,944. <sup>00</sup>
25	501	Concrete Driveway Replacement	SY	95	150. <sup>00</sup>	14,250. <sup>00</sup>
26		Bollards	EA	24	500. <sup>00</sup>	12,000. <sup>00</sup>
27	501	Cut and Repair Existing Pavement (Full Depth)	LF	45	125. <sup>00</sup>	5,625. <sup>00</sup>
28	301	Traffic Control	MO	8	500. <sup>00</sup>	4,000. <sup>00</sup>
29	306	Mulch Sock	LF	203	25. <sup>00</sup>	5,075. <sup>00</sup>
30	306	Silt Fence	LF	12,380	5. <sup>00</sup>	61,900. <sup>00</sup>
31	307	Hydroseeding	SY	39,099	1.25	48,873.75
32	306	Rock Berm	LF	688	15. <sup>00</sup>	10,320. <sup>00</sup>
33	TxDOT 552	Type 2 Gate - WF(1)-10	EA	9	1,200. <sup>00</sup>	10,800. <sup>00</sup>
34	TxDOT 552	Remove and Replace TxDOT Type A Fence	LF	157	35. <sup>00</sup>	5,495. <sup>00</sup>
35	TxDOT 552	Remove and Replace TxDOT Type B Fence	LF	104	40. <sup>00</sup>	4,160. <sup>00</sup>
36	TxDOT 552	Remove and Replace Woven Wire Fence	LF	31	32. <sup>00</sup>	992. <sup>00</sup>
37	306	Temporary Construction Entrance	EA	4	1,200. <sup>00</sup>	4,800. <sup>00</sup>
<b>Total</b>						<b>1,540,445.75</b>

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY

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

The work proposed to be done shall be accepted when fully completed and finished in accordance with TRIMMIER CREEK BASIN WASTEWATER MAIN EXTENSION (5S) Plan Sheets and Specifications, to the satisfaction of the Engineer.

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

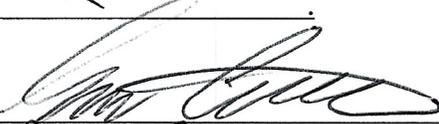
Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>07/11/23</u>	Received	
Addendum No. 2 dated	<u>07/12/23</u>	Received	
Addendum No. 3 dated	_____	Received	_____

This is a Bid of: JM PIPELINE, LLC Corporation, organized and existing under the laws of the State of TEXAS, or; a Partnership consisting of \_\_\_\_\_, or; and Individual, doing business as \_\_\_\_\_.



Seal, if a Corporation

By:   
GASPAR CARACHEO

PRESIDENT

TITLE

P.O. Box 8614, HORSESHOE BAY, TX 78657  
MAILING ADDRESS

825 MAGNOLIA LANE  
STREET ADDRESS

COTTONWOOD SHORES, TX 78657  
CITY AND STATE

830-953-1010  
TELEPHONE NUMBER



## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b> 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b> City of Killeen	<b>7. Federal Program Name/Description:</b> Killeen Trimmier Creek Basin Wastewater Main Extension CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Gaspar Caracheo Title: President Telephone No.: 830-596-3357      Date: 07/13/23	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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

JM Pipeline, LLC  
 Cottonwood Shores, TX United States

Certificate Number:  
 2023-1045393

Date Filed:  
 07/12/2023

Date Acknowledged:

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

City of Killeen

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

Bid No 23-40  
 Trimmer Creek Basin Wastewater Main Extension

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

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is GASPAR CARACHEO, and my date of birth is 07/09/75.

My address is 825 MAGNOLIA LANE COTTONWOOD SHORES, TX 78657 US.  
(street) (city) (state) (zip code) (country)

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

Executed in BURNET County, State of TEXAS, on the 13<sup>th</sup> day of JULY, 2023.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

JM PIPELINE

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

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

CITY OF KILLEEN

Name of Officer

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

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

Yes

No

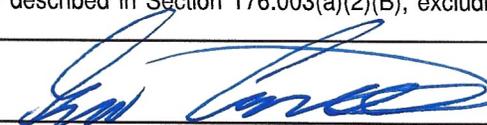
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

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

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

**7**   
Signature of vendor doing business with the governmental entity

07/13/23  
Date

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	JM PIPELINE, LLC		
Business Address:	P.O. Box 8614 HORSESHOE BAY, TX 78657		
Telephone Number:	830-953-1010		
Fax Number:	N/A		
Form of Business:	Corporation	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture
IF A CORPORATION			
Date of Incorporation:	02/2018		
State Incorporated:	TEXAS		
President's Name:	GASPAR CARACHEO		
Vice President's Name:	N/A		
IF A PARTNERSHIP			
Date of Organization:			
Type	<input checked="" type="checkbox"/> General	<input type="checkbox"/> Limited	
IF AN INDIVIDUAL			
Name:			
Business Address:			
IF A JOINT VENTURE			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	33	Past Year's Revenues:	\$ 20,815,692. <sup>00</sup>
Average Number of Projects Annually:	22	Average Construction Cost of Project:	\$ 1,715,545. <sup>76</sup>
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
<ul style="list-style-type: none"> <li>- TRENCHING</li> <li>- PIPE INSTALLATION</li> <li>- MANHOLE INSTALLATION</li> </ul>			
2. List work that will be provided by Subcontractors on this project.			
<ul style="list-style-type: none"> <li>- MANHOLE COATINGS</li> <li>- BORINGS</li> </ul>			

**TABLE 2 – CONSTRUCTION EXPERIENCE**

1. Years of experience on boring/jacking drainage culverts on railroad projects:			
As a General Contractor:	5 YEARS	Number of Total Projects:	20+
2. Number of boring/jacking drainage culverts on railroad projects completed in the past five (5) years?			2
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			NO
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			NO
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			NO
6. Is offering company currently involved in any litigation or contemplating any litigation?			NO
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			NO
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			NO

**TABLE 3 – PROPOSED KEY PERSONNEL**

<b>PROJECT MANAGER</b>	
Name of Project Manager	GIASPAL CARACHED
Years of Experience as PM	15 YEARS
Number of Similar Projects as PM with this company	20+
Number of Similar Projects with other companies (PM)	20+
Current Assignments	3
% of time dedicated to this project	85%.
<b>Reference Project</b>	
Project Name: BOOT RANCH	Reference Name: KRIS KNEESE
Title: CITY ENGINEER	Organization: CITY OF FREDERICKSBURG
Telephone Number: 830-990-2035	Email: KKNEESE@FBGTX.ORG
<b>PROJECT SUPERINTENDENT</b>	
Name of Superintendent	CARLOS GONZALEZ
Years of Experience as Superintendent	10 YEARS
Number of Similar Projects as Super with this company	20+
Number of Similar Project with other companies (Super)	20+
Current Assignments	5
% of time dedicated to this project	75%.
<b>Reference Project</b>	
Project Name: BOOT RANCH	Reference Name: COLYN GONZALES
Title: DEVELOPMENT MANAGER	Organization: BOOT RANCH HOLDINGS
Telephone Number: 830-990-7629	Email: CGONZALES@BOOTRANCH.COM

# Gaspar Caracheo | JM Pipeline LLC

---

825 Magnolia Ln. Cottonwood Shores, TX. 78657 | 830-596-3357 | gasparn@jmpipelinellc.com

## Objective

This Resume is designed to give possible clients an insight into my history, primarily in water, sewer, and storm drainage construction.

## Education

**HIGH SCHOOL GRADUATE | 1994 | SAN SABA HIGH SCHOOL**

## Skills & Abilities

### PROJECT MANAGEMENT

- **I have managed multimillion dollar jobs ranging from 1,000,000.00 up to 18,000,000.00 and have been actively involved in project management for ten plus years. Project management duties included, but were not limited to:**
- Creating job budgets, and reviewing project status monthly.
- Creating schedules, and executing the established timelines.
- Coordinating, and planning with all involved subcontractors on projects.

### ESTIMATING JOB DUTIES

**I have actively been involved with project estimating for the past 10 plus years. Project estimating duties included, but were not limited to:**

- Actively searching bidding websites for job leads.
- Securing bidding documents, and distributing them to suppliers, and vendors.
- Attending pre-bid conferences, and exploring the proposed project sites.
- Asking Questions regarding the plans, and specifications with the design engineer.
- Securing material proposals for required materials on the proposed project
- Researching sub-contractors for qualifications on proposed sub-contractor work
- Build a bid proposal on bidding software, and follow up with the engineer for addendums, and additional information regarding the project.

### COMMUNICATION

**I have strong communication skills, and I am not limited, by the English Spanish barrier which is almost a must on many construction projects. Communication skills are listed below, but are not limited to the following.**

- I am fluent in reading and writing Spanish and English.
- I communicate well in meetings, and am not shy to ask questions on items I am unsure of.

- I offer suggestions to field personnel, and any other key players involved with a project, in areas where improvement may be needed.
- I don't stay quiet when I see something wrong or where correction may be needed.

## **LEADERSHIP**

- As a field superintendent for many years I have successfully led my crews to completing jobs on time, and on budget.
- I offer up solutions, instead of demanding change to teach our Foremen, and Superintendents' better leadership qualities.
- I am the senior estimator for JM Pipeline LLC, and I strive to help lead our estimating team to greater heights, by being a good listener, and open minded to other ideas.

## **Experience**

### **FOREMAN | BAY MAINTENANCE COMPANY | 1994-2000**

**I first started working for this company right out of Highschool, and thus began my career in utility construction. I started out as a Common Laborer and worked my way up to a Pipe Layer Assistant, Pipe Layer, Equipment Operator, and finally as a Foreman. I was responsible for coordinating material deliveries, Sub-Contractors, and attending progress meetings. I was also in charge of creating a safe work environment, and implementing safety measures, as well as building quality projects.**

**Pipe sizes ranged from ¾" up to 36" soil conditions ranged from dirt to dense rock, with wet or dry conditions present. Depths ranged from 4'- 25' deep**

- San Pedro Blvd. Water Replacement 6" – 12" C-900: SAWS Project San Antonio TX.
- Balcones Heights Sewer Replace in Place 6"-12" SDR 26: SAWS Project San Antonio, TX.
- San Saba Sewer Rehab. 12" SDR 26: San Saba, TX.
- Lampasas Water, And Sewer 12" C-900&12" SDR26: Lampasas, TX.
- Killeen Sewer Project Replace in Place 36" ductile iron: Killeen TX.

### **SUPERINTENDENT | HEYL CONSTRUCTION CO. | 2000-2004**

**When I started working for this company I was introduced to large diameter pipe installations. This was new territory for me, but I was eager to learn. The owner of this company had previously worked for Oscar Renda Contracting Company, which is known throughout the US for large diameter pipe installations. I was responsible for coordinating material deliveries, Sub-Contractors, and attending progress meetings. I was also in charge of creating a safe work environment, and implementing safety measures, as well as building quality projects. Most of these projects were very complex, and required a high level of supervision, and advanced planning.**

**Pipe Sizes ranged from ¾" to 60" with some 120" diameter casing installations. Soil conditions ranged from mostly unstable bank sand, fat clays, dense rock, and loamy materials. Trench depth varied from 4' to 50' in depth.**

- Brushy Creek new sewer 30" transmission main RFP Hobas Pipe: Cedar Park, TX.

- San Marcos River bank stabilization (NRCS job) Gabion Baskets: Luling, TX.
- Dolly Wright 60" raw water intake main line, steel cylinder pipe: Houston, TX.
- Ella Blvd. 60" low pressure transmission main, steel cylinder pipe: Houston, TX
- Tidwell Blvd. 54" lock ring ductile iron pipe: Houston, TX.
- Calaveras lake 60" water transmission main: SAWS Project San Antonio, TX.

### **SUPERINTENDENT / ESTIMATOR | NELSON LEWIS INC. | 2004-2017**

Working for NLI has been a rewarding experience. I have rapidly moved up in the utility infrastructure construction, and I have learned many new types of pipe installations. I have had the opportunity to be a part of several large diameter HDPE projects, as well as some 27" & 36" CSC pipe installations. I have also been introduced to the world of HDD drilling, and the benefits of performing directional bores.

While continuing to work for NLI I am responsible for coordinating material deliveries, Sub-Contractors, and attending progress meetings. I oversee the estimating department, and I am also a project manager on some of the larger projects. Listed below are a few projects that I have managed for NLI in the past:

- Reagan County HDPE Transmission main 18" HDPE: Big Lake Texas
- Pecos Irrigation Transmission main 16" PVC C-900: Pecos, TX.
- Canyon Lake Water Service Corporation 16" DIP CL 350: Spring Branch TX.
- Chisholm Trail 24" DIP Transmission Waterline: Leander, TX.
- North San Saba Distribution Waterlines 3" – 12" C-900: San Saba, TX.
- Riverhills Ridgewood, Water & Sewer 16" RJ pipe, 21" SDR 26 PVC: Kerrville, TX.

### **SUPERINTENDENT / ESTIMATOR / OWNER | JM PIPELINE LLC 2018 - CURRENT**

In 2018 I formed JM Pipeline LLC. We are an underground utility pipeline contractor. We install water, sewer, storm sewer, all types of electrical conduits, lift stations, pump stations, and ground storage tanks. We also do concrete flat work, and general earthwork construction, for pads, and roads.

JM Pipeline's goal is to provide its clients with a high-quality level of work. We strive to make each job a priority, and always keep the client's best interest in mind.

## **Completed Jobs**

### **JOBS COMPLETED BY JM PIPELINE, LLC**

#### **Morgan's Point Resort EST#2 Ground Storage Tank and Pump Station**

- Completed 2023
- Contract Amount: \$ 3,678,319.00

#### **Bell Farms and Presidential Glen Lift Station Improvements**

- Completed 2023
- Contract Amount: \$ 1,906,730.83

**Luckenbach Firefly RV Resort**

- Installation of 4 pump stations, 4 above-ground bolted storage tanks, water and sewer distribution lines
- Completed 2023
- Contract Amount: \$ 3,581,283.00

**Boot Ranch Transmission Main**

- Installation of pump station and ½ million-gallon concrete storage tank
- Completed 2023
- Contract Amount: \$ 6,288,184.00

**Boot Ranch Lift Stations**

- Installation of multiple lift stations
- Completed 2023
- Contract Amount: \$ 2,668,024.55

**REFERENCES:**

**Kevin Spraggins of VEI Engineering: Fredericksburg, TX. 830-997-4744**

**Mark Cornett Engineering of Cornett Engineering: Fredericksburg, TX. 210-213-1195**

**Jim Brandenberger of Allen Keller Co. - Estimator: Fredericksburg, TX. 210-213-7051**

**Kris Kneese of City of Fredericksburg - Engineering: Fredericksburg, TX. 830-990-2035**

**Brian Peters of City of Fredericksburg - Engineering: Fredericksburg, TX. 830-998-5842**

**Justin Thomas of TRC Engineering: Dallas, TX. 214-471-4104**

# Carlos Gonzales | JM Pipeline LLC

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1818 Ranch Loop, Kingsland, TX. 78639 | 830-637-0307 | carlos@jmpipelinellc.com

## Objective

This Resume is designed to give possible clients an insight into my history, primarily in water, sewer, and storm drainage construction.

## Skills & Abilities

### SUPERINTENDENT

- **I have overseen many projects ranging from 1,000,000 up to 6,000,000 dollars. I have worked side by side with various General Contractors on projects and have delivered them within budget and within the time frame.**
- Received materials.
- Coordinated work with multiple subcontractors.
- Oversee safety operations.

### COMMUNICATION

**I have strong communication skills, and I am not limited, by the English Spanish barrier which is almost a must on many construction projects. Communication skills are listed below but are not limited to the following.**

- I communicate well in meetings and am not shy to ask questions on items I am unsure of.
- I offer suggestions to field personnel, and any other key players involved with a project, in areas where improvement may be needed.
- I don't stay quiet when I see something wrong or where correction may be needed.

### LEADERSHIP

- As a field superintendent for many years, I have successfully led my crews to completing jobs on time, and on budget.
- I offer up solutions, instead of demanding change to teach our Foremen, and Superintendents' better leadership qualities.

## Experience

### DOZER OPERATOR | CIMA GOLF | 2005-2007

**I ran a dozer for several years and fine grated golf courses in preparation for grass planting and sodding.**

### **CONSTRUCTION SUPERINTENDANT | NELSON LEWIS, INC | 2007-2018**

I was responsible for coordinating material deliveries, Sub-Contractors, and attending progress meetings. I was also in charge of creating a safe work environment, and implementing safety measures, as well as building quality projects. Most of these projects were very complex, and required a high level of supervision, and advanced planning.

Pipe Sizes ranged from ¾" to 60" with some 120" diameter casing installations. Soil conditions ranged from mostly unstable bank sand, fat clays, dense rock, and loamy materials. Trench depth varied from 4' to 50' in depth.

- Baylor Scott and White Clinic and Hospital underground utilities. Marble Falls, TX
- Kerrville Reclamation Pond, Kerrville, TX
- Sky Water Subdivision, underground utilities, Horseshoe Bay, TX
- Sewer Rehabilitation Work, Rogers, TX

### **CONSTRUCTION SUPERINTENDANT | JM PIPELINE, LLC. | 2018-PRESENT**

We install water, sewer, storm sewer, all types of electrical conduits, lift stations, pump stations, and ground storage tanks. We also do concrete flat work, and general earthwork construction, for pads, and roads. While continuing to work for JM Pipeline, LLC I am responsible for coordinating material deliveries, Sub-Contractors, and attending progress meetings. Below are some projects that I have worked on:

- Boot Ranch, Phases 2.1D through 2.26 – Water, sewer, storm, electrical conduit installation: Fredericksburg, Texas
- Boot Ranch Phase 2 Water System Improvements Pump Station, Ground Storage Tank, and 10" Transmission Main: Fredericksburg, TX
- Cordillera #301, #302, #304 - Wet utilities installation: Boerne, Texas
- Firefly RV Park and Amenities - Wet utilities, ground storage tanks: Luckenbach, Texas
- Crystal Clear SUD Waterline Improvements: San Marcos, Texas
- Morgan's Point Resort EST #2 Ground Storage Tank and Pump Station: Morgan's Point Resort, TX
- Bell Farms and Presidential Glen Lift Station Improvements – Pump stations and storage tanks, water and sewer distribution lines: Manor, TX

JM Pipeline's goal is to provide its clients with a high-quality level of work. We strive to make each job a priority, and always keep the client's best interest in mind.

### **REFERENCES:**

**Collin Gonzales of Boot Ranch: Fredericksburg, TX. 830-990-7629**

**Brian Peters of City of Fredericksburg Engineering: Fredericksburg, TX. 830-998-5842**

**Hank Lewis of Nelson Lewis, INC. President: Marble Falls, TX. 830-693-8874**

**Luckenbach Firefly RV Resort**

- Installation of 4 pump stations, 4 above-ground bolted storage tanks, water and sewer distribution lines
- Completed 2023
- Contract Amount: \$ 3,581,283.00

**Boot Ranch Transmission Main**

- Installation of pump station and ½ million-gallon concrete storage tank
- Completed 2023
- Contract Amount: \$ 6,288,184.00

**Boot Ranch Lift Stations**

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**Jim Brandenberger of Allen Keller Co. - Estimator: Fredericksburg, TX. 210-213-7051**

**Kris Kneese of City of Fredericksburg - Engineering: Fredericksburg, TX. 830-990-2035**

**Brian Peters of City of Fredericksburg - Engineering: Fredericksburg, TX. 830-998-5842**

**Justin Thomas of TRC Engineering: Dallas, TX. 214-471-4104**

**TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS**

**REFERENCE PROJECT 1**

Project Description				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail

**REFERENCE PROJECT 2**

Project Description				
* SEE ATTACHED *				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail

**REFERENCE PROJECT 3**

Project Description				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail

### Killeen Trimmier Creek Basin Wastewater Main Extension (5S)

Projects of Similar Scope

Crystal Clear SUD	20-006	Crystal Clear SUD 2370 FM 1979 San Marcos, TX 78666 830-372-1031	M&S Engineering 376 Landa Street New Braunfels, TX 78130 830-629-2988	6", 8", 12" & 16" water main, fire hydrants, various road bores	Completed	\$2,719,037.00
NBU Nautilus Tract Off-Site Sewer	21-002	New Braunfels Utilities 263 Main Plaza New Braunfels, TX 78130 830-629-8400	Garver USA 3755 S. Capital of Texas Hwy. #325 Austin, TX 78704	12" SDR-26 Sewer Line Installation	Completed	\$882,162.00
Uhland Union Pacific WL Relocation	21-012	County Line SUD 8870 Camino Real Kyle, TX 78640 512-398-4748	Southwest Engineers 205 Cimarron Park Loop Ste. B Buda, TX 78610 512-312-4336	12" Water Line Installation/20" Steel Casing Installation by Bore	Completed	\$135,596.50
River Estates Llano Railyard	22-022	Walden Drilling P.O. Box 878 Llano, TX 78643 888-811-6708	VEI Consulting Engineers 507D East Hwy. St. Fredericksburg, TX 78624 830-997-4744	Water and Waste Water Installation/12" Steel Casing Installation by Bore	Completed	\$387,789.00
Boot Ranch 10 Transmission Main GST to 2.9	22-007	Boot Ranch 77 Boot Ranch Circle Fredericksburg, TX 78624 830-997-6200	TRC Engineers 700 Highlander Blvd. Ste. 210 Arlington, TX 76015 817-522-1000	10,352 LF (10") Water Line Installation	Completed	\$1,439,315.20

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract
	*SEE ATTACHED*	
Provide a list of major equipment or material suppliers for use on project.		
Supplier Name	Material or Equipment Supplied	
*SEE ATTACHED*		



JM Pipeline, LLC  
 P.O. Box 8614  
 Horseshoe Bay, TX 78657  
 Office: 830-953-1010

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**PROPOSED SUBCONTRACTORS/SUPPLIERS (TBD)**

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***Subcontractors***

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Legion Development (Utilities)	DAS Aerial (Electrical Overhead & Trenching)
Austin Engineering (Gas & Electrical)	Rock Engineering (Material Testing & Proctors)
Lonestar Paving (Milling & Paving)	ICM (Trench Safety & Shoring)
Rams Road Boring (Road Bores, and Utility Installation)	United Rentals (Equipment Rentals)
B&S Septic (Septic Tank & Plumbing)	Chlor-Serve (Waterline Disinfection)
Texas Tap (Waterline Taps & Manhole Coring)	Lewis Restorations (Manhole Coatings)
Cedar Shark (Land Clearing & Brush Grinding)	Tech Services (Sewer line CCTV Inspections)
Custom Trench (Rock Saw Trenching)	Environmental Allies (SWPPP & Erosion Controls)

***Material Suppliers (Pipe, Valves, Fittings, & Concrete Structures)***

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Techline Pipe	Capital Pre-Cast	Core & Main	G.A. Powers
BenMark supply	Hanes Companies	Cierra Pipe	OPS Sales

***Aggregates and Ready-Mix (Gravel, Base, Sand, Concrete, Flowable Fill, & Asphalt)***

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Hanson Aggregates	Tex Mix Concrete	Dittmar Lumber
Martin Marrietta	Johnson City Crushed Stone	Colorado Materials
Vulcan Materials	Asphalt Inc.	Parker Building Supply
Ingram Ready Mix	Cemex	West Texas Aggregates

**AFFIDAVIT**

State TEXAS

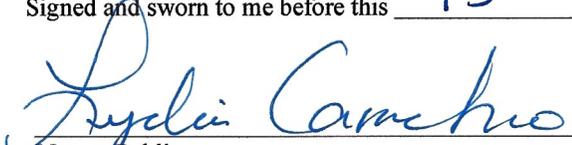
County of BURNET

GIASPAR CARACHEO, being duly sworn deposes and attests that he/she is  
(name)  
PRESIDENT and is a duly authorized representative of the Offeror  
(title)

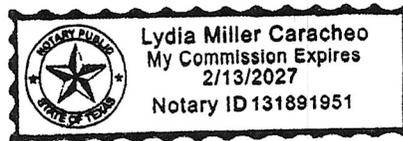
submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

  
Signature

Signed and sworn to me before this 13<sup>th</sup> day of July, 2023.

  
Notary Public

My Commission expires: 2/13/27



## Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

N/A

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

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

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*JM PIPELINE, LLC*

Organization Name

*BID NO. 23-40 TRIMMIER CREEK BASIN WASTEWATER MAIN EXTENSION (5S)*

Project Number and Name

*GIASPAR CARACHEO - PRESIDENT*

Name(s) and Title(s) of Authorized Representatives

*[Signature]* *[Signature]* *07/13/23*

Signature(s)

Date

**PROJECT: TRIMMIER CREEK BASIN WASTEWATER MAIN EXTENSION (5S)**

CERTIFICATE OF COPORATE RESOLUTION

I, GABRIELA VAZQUEZ, Secretary, hereby certify as follows:

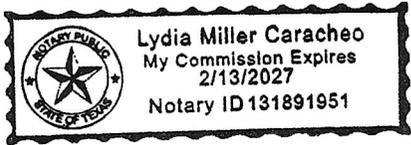
- 1. I am the duly elected, qualified and acting Secretary of JM PIPELINE, a LIMITED LIABILITY corporation, (the "Corporation").
- 2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of TEXAS, and is duly qualified to transact business and to own, operate and develop its properties in the State of TEXAS.
- 3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on FEBRUARY 12<sup>th</sup>, 2018 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.
- 4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

GASTAN CARACHEO : President  
N/A : Vice President  
GABRIELA VAZQUEZ : Secretary

TO CERTIFY WHICH I have executed this certificate this 13<sup>th</sup> day of JULY, 2020 2023  
Gabriela Vazquez  
 Secretary

STATE OF TEXAS  
 COUNTY OF BURNET

This instrument was acknowledged before me on the 13<sup>th</sup> day of July, 2023 by Gabriela Vazquez, Secretary, of Jm Pipeline Llc., a corporation, on behalf of said Corporation.



Lydia Caracheo  
 Notary Public, State of Texas  
 Name: Lydia Caracheo  
 My commission expires 2/13/27

Re: JM Pipeline, LLC

To Whom It May Concern:

According to JM Pipeline, LLC Company Agreement, the members of JM Pipeline, LLC, are as follows:

Gaspar Caracheo

The authority, rights and duties of the members are set forth in the Company's Company Agreement.

Furthermore, LegalZoom resigns as organizer for the Company effective upon the date of this letter.

Yours sincerely,

LegalZoom.com, Inc.



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

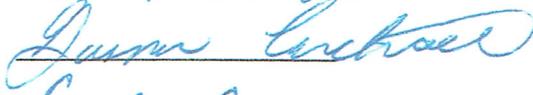
Cheyenne Moseley

Authorized Representative

Agreed to on:

7th March 2018

By:



Name:

Gaspar Caracheo

"Representative"

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

JM Pipeline, LLC  
File Number: 802932793

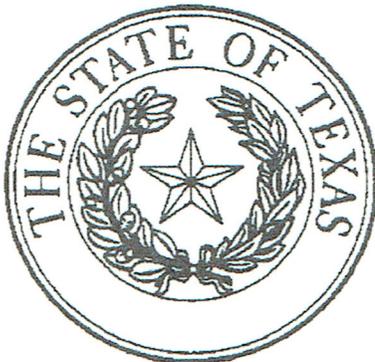
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/12/2018

Effective: 02/12/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation  
Limited Liability Company**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 802932793 02/12/2018  
Document #: 793490370002  
Image Generated Electronically  
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**JM Pipeline, LLC**

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:

**United States Corporation Agents, Inc.**

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**9900 Spectrum Drive Austin TX 78717**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Gaspar Caracheo**

Title: **Managing Member**

Address: **P.O. Box 8614 Horseshoe Bay TX, USA 78657**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**LegalZoom.com, Inc.      101 N. Brand Blvd., 11th Floor, Glendale, CA 91203**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Cheyenne Moseley, Asst. Secretary, LegalZoom.com, Inc.**

Signature of Organizer

FILING OFFICE COPY

## Company Agreement

### JM Pipeline, LLC, a Texas Limited Liability Company

THIS COMPANY AGREEMENT of JM Pipeline, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Texas limited liability company under the Texas Business Organizations Code. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Texas. The Members hereby adopt and approve the certificate of formation of the Company filed with the Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Texas Business Organizations Code.

"Agreement" means this Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Texas Business Organizations Code, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### 2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Texas Business Organizations Code. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Texas Business Organizations Code.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Texas Business Organizations Code, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Texas Business Organization Code for the Company to engage in an activity or transaction, all activities or transactions must be approved by a vote of the majority of the Members present at a meeting in which a quorum is present, which will be a majority of the Members entitled to vote on the action, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) A change in the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers or vice versa.

- (iii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iv) The approval of any merger, consolidation, conversion, share or interest exchange, or other transaction authorized by or subject to the provisions of Chapter Ten of the Texas Business Organizations Code;
- (v) The authorization of any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in Certificate of Formation, if any such purposes is specified or that otherwise contravenes this agreement;
- (vi) The authorization of any act that would make it impossible to carry on the ordinary business of the Company, included any sale, lease, or other disposition of all or substantially all of the assets of the Company;
- (vii) Knowingly do any act that would subject any Member to liability for the obligations of the Company in any jurisdiction; and
- (viii) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the date each Member became a member, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) Copies of powers of attorneys;
- (iv) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the certificate of formation, this Agreement, or the Texas Business Organizations Code requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Texas Business Organizations Code, the vote of the majority of the Members present at a meeting in which a quorum is present is required to approve or carry out an action of the Members. A quorum will consist of a majority of the Members entitled to vote on the action, represented in person or by proxy.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Special meetings of the Members may be called at the request of the senior officer of the Company or Members holding at least ten percent (10%) of the Percentage Interest of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. The purpose or purposes for which a special meeting is called must be stated in the notice of the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Texas Business Organizations Code. In any instance in which the approval of the Members is required under this Agreement,

such approval may be obtained in any manner permitted by the Texas Business Organizations Code, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum number of votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

## ARTICLE 8: WINDING UP

**8.1 Events Requirement Winding Up.** The Company will be wound up upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to wind up the Company;
- (ii) Entry of a decree of judicial order to wind up the Company under Chapter 11 of the Texas Business Organizations Code;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated

the continued membership of the last remaining Member, the legal representative, or successor, of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

**8.2 No Automatic Winding Up Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

### **8.3 Winding Up Affairs and Distribution of Assets.**

A. If an event requiring the wind up of the Company occurs, a Person designated for this purpose by a majority of the Members (the Person so designated being called the "Liquidating Agent"), as soon as practicable will wind up the affairs of the Company and sell and/or distribute the assets of the Company. The Liquidating Agent will have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Managers would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any assets. The Liquidating Agent must apply and distribute the proceeds of the sale or liquidation of the assets and property of the Company in the following order of priority, unless otherwise required by nonwaivable provisions of applicable law:

- (i) To pay (or to make provision for the payment of) all creditors of the Company (including Members who are creditors of the Company), in the order of priority provided by law or otherwise, in satisfaction of all debts, liabilities or obligations of the Company due its creditors;

- (ii) After the payment (or the provision for payment) of all debts, liabilities and obligations of the Company in accordance with clause (i) above, any balance remaining will be distributed to the Members having positive capital accounts in relative proportion to those capital accounts, or, if there is only one (1) Member, to the Member.

B. The Liquidating Agent will have sole discretion to determine whether to liquidate all or any portion of the assets and property of the Company and the consideration to be received for that property.

C. Except as required by nonwaivable provisions of the Texas Business Organizations Code, no Member will have any obligation at any time to contribute any funds to replenish any negative balance in its capital account.

8.4 **Termination.** On compliance with the distribution plan described in Section 8.3, the Liquidating Agent must execute, acknowledge and cause to be filed a certificate of termination with the Texas Secretary of State, at which time the Company will cease to exist as a limited liability company.

## ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Texas law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Texas law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written affirmation by such Company Agent of such Company Agent's good faith belief that the Company Agent has met the standard of conduct necessary for indemnification and a written undertaking by Company Agent to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement,

except as otherwise required by the Texas Business Organizations Code. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Texas Business Organizations Code.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Texas. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 2/12/2018



Signature of Gaspar Caracheo

EXHIBIT A  
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

<b>Members</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Gaspar Caracheo Address: P.O. Box 8614 Horseshoe Bay, Texas 78657		100%

July 14, 2023

Steve Kana, P.E.  
Director of Water and Sewer  
City of Killeen  
316141, 805 W Jasper Dr.  
Killeen, TX 76542

Re: Trimmier Creek Basin Wastewater Main Extension  
Bid No. 23-40  
KHA No. 064405313

Dear Steve:

On July 13, 2023, sealed bids were received and opened for the referenced project. A total of 5 responsive bids were received and tabulated. A summary of the bid tabulation for the three low bidders is provided in the table below:

FIRM	TOTAL BASE BID
GARY W PURSER CONSTRUCTON, LTD	\$ 1,670,548.64
JM PIPELINE, LLC	\$ 1,540,445.75
BELL CONTRACTORS, INC.	\$ 1,657,014.83

Kimley-Horn staff have reviewed all bids and relevant bidder experience and contacted project references provided by the three low bidders. Based on the selection criteria set forth in the contract documents and the response of references, it appears that JM PIPELINE, LLC is the responsive low bidder providing the best value for this project. We recommend awarding the contract to JM PIPELINE, LLC in the amount of \$1,540,445.75.

If you have any questions or comments, please call me at (737) 263-2033.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.  
TBPE No. F-928



Trevor Q. Renn, P.E.

Attachment – Bid Tabulations

Owner: <b>City of Killeen</b>	<b>BIDDER 1</b>	<b>BIDDER 2</b>	<b>BIDDER 3</b>	<b>BIDDER 4</b>	<b>BIDDER 5</b>
KH No.: <b>064405313</b>	B-Cop Utilities, inc.	Bell Contractors, Inc	Gary W Purser Construction, Ltd	JM Pipeline, LLC	TTG Utilities, Inc.
Project: <b>Trimmier Creek Basin Wastewater Main Extension</b>	P.O. Box 691 206 Carroll Drive	3082 WEST hwy 190	2901 E STAN SCHLUETER LOOP	825 Magnolia Ln.	305 Memorial Dr. Suite B
Date: <b>July 14, 2023</b>	Gatesville, TX 76528	Belton, TX 76513	Killeen, TX 76542	Cottonwood Shores, TX 78657	Gatesville, TX 76528

**Trimmier Creek Basin Wastewater Main Extension**

<b>BASE BID</b>														
Item No.	Spec. No	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost						
1	SS-01 70 00	Mobilization, Bonds, and Insurance (5%)	1	LS	\$89,430.00	\$89,430.00	\$81,086.97	\$81,086.97	\$80,000.00	\$80,000.00	\$10,000.00	\$10,000.00	\$100,000.00	\$100,000.00
2	302	Right-of-Way Preparation	5	AC	\$4,609.00	\$23,045.00	\$3,622.50	\$18,112.50	\$7,000.00	\$35,000.00	\$10,000.00	\$50,000.00	\$20,000.00	\$100,000.00
3	212	Trench Safety Plan	8,061	LF	\$7.22	\$58,200.42	\$6.90	\$55,620.90	\$2.00	\$16,122.00	\$1.00	\$8,061.00	\$3.00	\$24,183.00
4		Storm Water Prevention and Pollution Plan	1	LS	\$7,080.00	\$7,080.00	\$14,375.00	\$14,375.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$1,643.20	\$1,643.20
5	602	2" Schedule 80 PVC Water Pipe	55	LF	\$75.85	\$4,171.75	\$121.91	\$6,705.05	\$121.00	\$6,655.00	\$25.00	\$1,375.00	\$250.00	\$13,750.00
6	601	12" C900 DR18 Water Pipe	50	LF	\$209.50	\$10,475.00	\$249.30	\$12,465.00	\$231.00	\$11,550.00	\$225.00	\$11,250.00	\$505.00	\$25,250.00
7	702	8" SDR26 Wastewater Pipe	151	LF	\$103.68	\$15,655.68	\$99.51	\$15,026.01	\$43.50	\$6,568.50	\$45.00	\$6,795.00	\$92.00	\$13,892.00
8	702	15" SDR26 Wastewater Pipe	6,632	LF	\$125.00	\$829,000.00	\$112.08	\$743,314.56	\$114.26	\$757,772.32	\$100.00	\$663,200.00	\$154.00	\$1,021,328.00
9	702	15" SDR26 Carrier Pipe	20	LF	\$45.75	\$915.00	\$470.58	\$9,411.60	\$130.00	\$2,600.00	\$145.00	\$2,900.00	\$250.00	\$5,000.00
10	702	18" Green Color C900 DR18 Wastewater Pipe	36	LF	\$374.08	\$13,466.88	\$284.30	\$10,234.80	\$242.50	\$8,730.00	\$255.00	\$9,180.00	\$330.00	\$11,880.00
11	604	24" Jacking and Boring with Steel Encasement	20	LF	\$558.15	\$11,163.00	\$609.50	\$12,190.00	\$700.00	\$14,000.00	\$1,200.00	\$24,000.00	\$770.00	\$15,400.00
12	702	18" PS115 ASTM F679 Wastewater Pipe	950	LF	\$194.13	\$184,423.50	\$132.70	\$126,065.00	\$146.25	\$138,937.50	\$120.00	\$114,000.00	\$203.00	\$192,850.00
13	702	18" PS115 ASTM F689 Carrier Pipe	163	LF	\$86.33	\$14,071.79	\$92.46	\$15,070.98	\$150.49	\$24,529.87	\$150.00	\$24,450.00	\$300.00	\$48,900.00
14	604	30" 3/8" Thick ASTM A-36 Steel Encasement by Open Cut	45	LF	\$1,117.97	\$50,308.65	\$483.92	\$21,776.40	\$429.79	\$19,340.55	\$400.00	\$18,000.00	\$535.00	\$24,075.00
15	604	30" Jacking and Boring with Steel Encasement	118	LF	\$764.32	\$90,189.76	\$776.76	\$91,657.68	\$742.00	\$87,556.00	\$750.00	\$88,500.00	\$770.00	\$90,860.00
16	703	Connect to Existing Manhole	1	EA	\$8,165.00	\$8,165.00	\$8,021.25	\$8,021.25	\$14,223.00	\$14,223.00	\$4,300.00	\$4,300.00	\$9,700.00	\$9,700.00
17	703	Connect to Existing Wastewater Line	1	EA	\$1,505.00	\$1,505.00	\$6,428.50	\$6,428.50	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$3,250.00	\$3,250.00
18		Cement Stabilized Sand	40	LF	\$114.25	\$4,570.00	\$54.27	\$2,170.80	\$30.00	\$1,200.00	\$50.00	\$2,000.00	\$200.00	\$8,000.00
19	802	Thrust Blocks	1	CY	\$770.00	\$770.00	\$517.50	\$517.50	\$375.00	\$375.00	\$650.00	\$650.00	\$2,000.00	\$2,000.00
20	701	4' Dia Manhole with Bolted Cover (0ft to 8ft)	19	EA	\$12,455.32	\$236,651.08	\$7,562.78	\$143,692.82	\$7,625.37	\$144,882.03	\$8,500.00	\$161,500.00	\$12,300.00	\$233,700.00
21	701	4' Dia Manhole with Vent (0ft to 8ft)	6	EA	\$13,884.34	\$83,306.04	\$9,408.53	\$56,451.18	\$10,088.00	\$60,528.00	\$13,700.00	\$82,200.00	\$17,600.00	\$105,600.00
22	701	4' Dia. Drop Manhole	2	EA	\$16,938.00	\$33,876.00	\$9,984.11	\$19,968.22	\$12,940.41	\$25,880.82	\$19,300.00	\$38,600.00	\$27,000.00	\$54,000.00
23	701	4' Dia. Manhole Riser	35	VF	\$702.14	\$24,574.90	\$201.25	\$7,043.75	\$321.84	\$11,264.40	\$250.00	\$8,750.00	\$1,050.00	\$36,750.00
24	701	Manhole Coating Repair	1	EA	\$5,075.00	\$5,075.00	\$3,450.00	\$3,450.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$9,100.00	\$9,100.00
25	504	Gravel Road Replacement	688	SY	\$8.94	\$6,150.72	\$23.03	\$15,844.64	\$16.00	\$11,008.00	\$13.00	\$8,944.00	\$46.00	\$31,648.00
26	501	Concrete Driveway Replacement	95	SY	\$37.90	\$3,600.50	\$109.25	\$10,378.75	\$72.00	\$6,840.00	\$150.00	\$14,250.00	\$321.00	\$30,495.00
27		Bollards	24	EA	\$472.54	\$11,340.96	\$385.40	\$9,249.60	\$560.00	\$13,440.00	\$500.00	\$12,000.00	\$600.00	\$14,400.00
28	501	Cut and Repair Existing Pavement (Full Depth)	45	LF	\$71.78	\$3,230.01	\$86.25	\$3,881.25	\$130.00	\$5,850.00	\$125.00	\$5,625.00	\$365.00	\$16,425.00
29	301	Traffic Control	8	MO	\$840.38	\$6,723.04	\$920.00	\$7,360.00	\$1,500.00	\$12,000.00	\$500.00	\$4,000.00	\$2,250.00	\$18,000.00
30	306	Mulch Sock	203	LF	\$10.75	\$2,182.25	\$4.03	\$818.09	\$5.00	\$1,015.00	\$25.00	\$5,075.00	\$4.00	\$812.00
31	306	Silt Fence	12,380	LF	\$1.25	\$15,475.00	\$3.16	\$39,120.80	\$3.25	\$40,235.00	\$5.00	\$61,900.00	\$3.20	\$39,616.00
32	307	Hydroseeding	39,099	SY	\$0.68	\$26,587.32	\$1.11	\$43,399.89	\$1.15	\$44,963.85	\$1.25	\$48,873.75	\$2.20	\$86,017.80
33	306	Rock Berm	688	LF	\$9.93	\$6,831.84	\$28.75	\$19,780.00	\$35.10	\$24,148.80	\$15.00	\$10,320.00	\$66.00	\$45,408.00
34	TxDOT 552	Type 2 Gate - WF(1)-10	9	EA	\$557.00	\$5,013.00	\$1,092.50	\$9,832.50	\$1,900.00	\$17,100.00	\$1,200.00	\$10,800.00	\$2,800.00	\$25,200.00
35	TxDOT 552	Remove and Replace TxDOT Type A Fence	157	LF	\$41.87	\$6,573.59	\$34.50	\$5,416.50	\$12.00	\$1,884.00	\$35.00	\$5,495.00	\$66.00	\$10,362.00
36	TxDOT 552	Remove and Replace TxDOT Type B Fence	104	LF	\$41.87	\$4,354.48	\$28.75	\$2,990.00	\$15.00	\$1,560.00	\$40.00	\$4,160.00	\$85.00	\$8,840.00
37	TxDOT 552	Remove and Replace Woven Wire Fence	31	LF	\$41.87	\$1,297.97	\$11.50	\$356.50	\$19.00	\$589.00	\$32.00	\$992.00	\$90.00	\$2,790.00
38	306	Temporary Construction Entrance	4	EA	\$1,670.00	\$6,680.00	\$1,932.46	\$7,729.84	\$3,000.00	\$12,000.00	\$1,200.00	\$4,800.00	\$10,000.00	\$40,000.00

<b>TOTAL BASE BID (ITEMS 1-38)</b>	<b>\$1,906,130.13</b>	<b>\$1,657,014.83</b>	<b>\$1,670,548.64</b>	<b>\$1,540,445.75</b>	<b>\$2,521,125.00</b>
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**MATHEMATICAL ERROR. CORRECTED AMOUNT SHOWN.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

JM Pipeline, LLC  
Cottonwood Shores, TX United States

Certificate Number:  
2023-1045393

Date Filed:  
07/12/2023

Date Acknowledged:

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

City of Killeen

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

Bid No 23-40  
Trimmier Creek Basin Wastewater Main Extension

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is GASPAR CARACHEO, and my date of birth is 07/09/75.

My address is 825 MAGNOLIA LANE COTTONWOOD SHORES, TX 78657 US.  
(street) (city) (state) (zip code) (country)

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

Executed in BURNET County, State of TEXAS, on the 13<sup>th</sup> day of JULY, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# AWARD BID NO. 23-40, SEWER MAIN IN TRIMMIER CREEK BASIN PROJECT

RS-23-129

August 15, 2023

124

# Background and Findings

2

- The 2019 Water and Wastewater Master Plan includes project 5S – construction of a 12-inch sewer main north of Chaparral Road and west of East Trimmier Road.
- This new sewer main will provide sewer service to new customers in the Trimmier Creek Basin.
- On May 24, 2022, City Council approved an Interlocal Agreement between the City of Killeen and Killeen Independent School District (KISD) in which KISD will fund 50% of Project 5S, up to \$750,000; provided the sewer main will service a new proposed middle school (MS 15) in the area and the project can be completed by August 2024.

# Background and Findings

- On July 13, 2023, five (5) bids were received from the following vendors:

<b>BIDDERS</b>	<b>BID</b>
JM Pipeline, LLC	\$ 1,540,445.75
Bell Contractors, Inc.	\$ 1,657,014.83
Gary W. Purser Construction, Ltd.	\$ 1,670,548.64
B-Corp Utilities, Inc.	\$ 1,906,130.13
TTG Utilities, Inc.	\$ 2,521,125.00

- JM Pipeline, LLC is the selected vendor for Bid 23-40, Sewer Main in Trimmier Creek Basin, based on performance and best value to the city.

# Alternatives

4

- Do not award Bid 23-40, Sewer Main in Trimmier Creek Basin; resulting in the City not meeting the Interlocal Agreement's August 2024 timeline.
- Authorize the award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin Project to the lowest responsible bidder, JM Pipeline, LLC.

# Recommendation

5

- Authorize the award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin Project to JM Pipeline, LLC; authorize the City Manager, or designee, to execute a construction contract with JM Pipeline, LLC in the amount of \$1,540,446, and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



# City of Killeen

## Staff Report

File Number: RS-23-130

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Consider a memorandum/resolution authorizing the procurement of a camera van for the Public Works Sanitary Sewer Division, in the amount of \$277,896.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

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

**SUBJECT:** Procurement of Camera Van for the Public Works Sanitary Sewer Division

### **BACKGROUND AND FINDINGS:**

Fleet Services is seeking approval to purchase a replacement camera van for the Public Works Sanitary Sewer Division from Essential Equipment, a dealer through RapidView LLC's Sourcewell cooperative contract #120721 - RVL. The camera van is used for underground piping inspection and identification of problem areas. The existing camera van unit is 12 years old, has 64,000 miles, and approximately 6,000 hours of run time. The unit's reliability is beginning to be of concern as well as its rising maintenance cost. It was originally scheduled for replacement in FY 2024. However, it has now reached the stage where replacement is necessary.

The Public Works Sanitary Sewer Division has, and requires, two camera vans to meet the City's operational needs.

### **THE ALTERNATIVES CONSIDERED:**

- 1.) Defer purchase of the camera van, which would cause the department to operate in a reduced resource capacity and possibly fail to meet customer needs.
- 2.) Purchase the camera van to continue to provide effective services.

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

The second alternative is recommended to meet the division's mission in providing effective sewer service.

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

This purchase conforms to City policies and law. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code

(TLGC) section 271.102, subchapter F.

**FINANCIAL IMPACT:**

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

<b>Department</b>	<b>FY 2023</b>
Public Works	\$277,896.00
<b>Total</b>	<b>\$277,896.00</b>

The purchase pricing from Essential Equipment, LLC. utilizing the Sourcewell Cooperative is as follows:

<b>Division</b>	<b>Make/Model</b>	<b>Units</b>	<b>Cost</b>	<b>Total Cost</b>
San. Sewer	Essential Equipment Camera Van	1	\$277,896.00	\$277,896.00

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

This is a one-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are included in the following account:

<b>Department/Division</b>	<b>Account</b>	<b>Cost</b>
Public Works - San. Sewer	387-8834-493.61-10	\$277,896.00
<b>Total</b>	<b>\$277,896.00</b>	

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends City Council authorize the purchase of the camera van for the Public Works Sanitary Sewer Division in the amount of \$277,896, and that the City Manager or designee be authorized to execute any and all change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Public Works

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Quote  
Certificate of Interested Parties  
Cooperative Letter

## Essential Equipment LLC

21195 Blair Rd Building 17  
 Conroe, TX 77385 US  
 +1 7138290802  
 anne@essentialequipment.com  
 www.essentialequipment.com



# ESSENTIAL EQUIPMENT

## Estimate

ADDRESS	SHIP TO	SHIP VIA	ground	ESTIMATE	2252
James Graves	James Graves			DATE	07/05/2023
City of Killeen	City of Killeen				
1901 Botanical Dr.	1901 Botanical Dr.				
Killeen, TX 76542 USA	Killeen, TX 76542 USA				
SALES REP	PROJECT NAME				
Matt Sheppard	HD E450 Sourcewell				

SKU	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
V0494050	V0494050 ORION 3.0 Zoom HD	ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA Pan, Tilt and Zoom for 4" and up May be used on tractor or pushrod Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate High resolution and superior picture quality Laser diameter, deformation, defect and object measurement (third party software required - not included)	1	21,145.00	21,145.00
904055000	904055000 Adapter 8 HD - 10 HD	Adapter 8 HD - 10 HD For plug-in installation of IBAK ORION 3 -for Camera Connection CB 3.2 S HD -for Camera Connection CC 2.1 HD -for Camera Connection CC 4.1 HD -for Camera Connection CC 5.1 HD	1	2,176.00	2,176.00
901601040	901601040 - Pressure Test Set	901601040 Pressure Test Set	1	508.00	508.00
V9049001	V9049001 T76 HD Tractor	Mainline tractor for use in pipelines 5" and up Zero turn radius, full steering with ATC (Auto Tilt Compensation) Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets If using as a mainline crawler - requires V9040013 below T76 can be used as the chassis for the LISY 3.2 HD Extension Add the elevator to help in larger pipelines.	1	22,870.00	22,870.00
V9052009	V9052009 T66.1 HD Camera Tractor	V9052009 T66.1 HD Camera Tractor For use with HD camera cable/systems For camera operation in pipelines 4" and larger Zero turn radius, full steering with ATC (Automatic Tilt Compensation) Incl. test adapter, tool set and lowering claw Includes 4", 6" and 8" wheelsets REQUIRES Camera Connection (Sold Separately)	1	12,966.00	12,966.00

V9040013	V9040013 T76/86 3.2 S HD Camera Base Mod	Includes transmitter (33kHz) AND (512Hz), required for HD cameras	1	6,417.00	6,417.00
V9052021	V9052021 Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes)	V9052021 Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes)	1	2,176.00	2,176.00
904401491	904401491 Tungston Carbide Wheels 6"+	High-Traction Tungsten Carbide Wheels for 6" and up * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 6002104	1	1,395.00	1,395.00
905212491	905212491 Treaded Wheel set for 6" pipe for T66 / 8" for PANORAMO 150 (SOFT)	905212491 Treaded Wheel set for 6" pipe for T66 / 8" for PANORAMO 150 (SOFT)	1	898.00	898.00
V1976007	V1976007 BS7 Control Unit (EDI)	BS7 Control Unit (EDI) -For operation of the camera and the tractor functions -For permanent installation in a vehicle in 19" technology -Separate control panel type BP7 (u-console) with color LCD display for status information, 2 joysticks, emergency stop, microphone for intercom -Video in and out, S-video out -Including data display generator and RS232 interface -Operating voltage 100/120/240 VAC +/-10% -Integrated box A for extension kit -PANORAMO operation	1	32,849.00	32,849.00 0
V8029020	V8029020 KW505 FO2 4K SYNC POWER REEL	KW505 FO2 4K Synchronized Power Cable Reel -Designed for use with 00/12 FO2 X2 fiber optic cable required for PANORAMO 4K systems -Synchronized cable payout and retraction -Automatic level wind -Requires vehicle installation -Includes remote control pendant and LED boom light -Distance counter with rear display -Holds up to 2000' on 00/12 FO2 X2 fiber optic cable -Includes integrated tractor lowering winch and control	1	36,823.00	36,823.00 0
80071800	80071800 HD FO4 Camera Cable	HD FO4 Camera Cable Type 00/12 - 1000 feet	1	11,019.00	11,019.00 0
904350020	904350020 Cable Deflection Pully KUV 2.7	Cable Deflection Pully KUV 2.7	1	726.00	726.00
802617031	802617031 Cable Deflect Pulley KW305/505	Cable Deflect Pulley KW305/505	1	1,105.00	1,105.00
v0001017	V0001017 19" Industrial PC	These specifications or greater: Ruggedized Rack Mount Cabinet - Intel Quad Core Processor - 16 GB RAM - 256 GB Solid State Drive for Applications / OS - 2 TB Hard Drive for Data - DVD-R/CD-RW drive - Keyboard and Optical Mouse - Operating system Windows 10 Professional - 17" VGA LCD Monitor when purchased with vehicle conversion	1	6,178.00	6,178.00

- NO Video Capture Device Included (to be supplied by software vendor)

V0001018	V0001018 Sensoray Non-HD Video Capture Device	Non-HD Video Capture Device	1	492.00	492.00
VZ000700	VZ000700 Ford E450 Chassis	E-450, 158" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo	1	42,504.00	42,504.00
VZ000741	16' Inspection Box and Conversion for GAS Chassis	Inspection Vehicle Conversion for GAS chassis – 16' Commercial FRP Box, Dim: 16'x8'x6'6". Chassis purchased separately, call for required chassis specifications. Includes installation of box on approved chassis. Dual swing open rear doors. Side entry door. Rear backup camera. Commercial Genset (GAS). Walk-thru design with partition wall and door. Tinted glass viewing window in bulkhead wall. 12v LED lighting. Aluminum plank flooring for easy cleaning and improved grip when wet. Roof Air. Exterior shore power package with extension cord. Auxiliary battery and charging system. FRONT OFFICE: Carpeted walls in Studio. Laminated base cabinetry. Laminate countertops in studio. Vibration resistant electronics cabinet with rear door access to outside of truck for easy installation and troubleshooting. Bench seat over generator. Mounted high-quality monitor in office. WORKSPACE: Heavy-duty, 5 drawer toolbox. High-quality monitor in workspace for monitoring camera operation. 14 Gallon pressurized wash down system. Butcher block workbench. Laminate cabinets. Aluminum storage shelves. Overhead laminate cabinets with easy-open hardware. SAFETY: Directional arrow board at rear. Strobe light mounted on front roof. LED side markers on Box.	1	48,936.00	48,936.00
VZ000306	VZ000306 KW Reel Cabinet	KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction.	1	2,092.00	2,092.00
VZFPB-4	VZFPB-4 Pole Holder - Build Option	Fiberglass Pole holder	1	307.00	307.00
STD-6	STD-6 Fiberglass Ext Poles 6ft	Fiberglass Ext Poles 6ft	4	65.00	260.00
	Shipping	Shipping	1	2,500.00	2,500.00
VZ000725	VZ000725 MEPS 6.3KW (minimum) Power system UPGRADE installed with 7.3L V8 Gas	(NEW) MEPS 6.3KW (minimum) Power system UPGRADE installed with 7.3L V8 Gas (E450) - Cannot be used with EcoBoost motors. Other options are available - please contact RapidView. - Includes mounting brackets and installation. - Price includes discount from removal of generator. - For new vehicle conversions only.	1	10,312.50	10,312.50
	MISC NOTES	Rear Slide Drawers	1	1,200.00	1,200.00
Equip sales - Monitor	Additional office monitor	17" Monitor for Office	2	781.25	1,562.50

MISC NOTES	MEPS Cat 6 connection HD system with horseshoe controller Bench with twin cabinets Lower computer rack a couple of inches	1	0.00	0.00
MISC NOTES	High Cube Build	1	0.00	0.00T
MISC NOTES	Work Area:  Sink and hose with 20 gallon tank, fill hose on side  *Better door stopper *Rack storage for gloves, hand sanitizer and towels (Wypall's) *Blue & amber strobes on all sides *4 drawer setup under reel *Pole holder behind the reel	1	900.00	900.00T
MISC NOTES	Minilite Add on	1	5,079.00	5,079.00 T

Sourcewell Contract #120721-RVL

SUBTOTAL	275,396.00
TAX	0.00
SHIPPING	2,500.00
<hr/>	
TOTAL	<b>\$277,896.00</b>

Accepted By

Accepted Date



### Contract Verification

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

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

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

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

Anne M. Ridgway  
Signature

ANNE M. RIDGWAY  
Printed Name

07/11/2023  
Date

ESSENTIAL EQUIPMENT  
Company Name

ADMIN. ASSISTANT  
Title



July 11, 2023

Re: Sole Source

To whom it may concern:

RapidView LLC and its dealer, Essential Equipment, are the only authorized Sourcewell (Contract #120721-RVL) providers for RapidView IBAK pipeline inspection and rehabilitation equipment and parts in the states of Texas and Oklahoma.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Sutton', with a long horizontal line extending to the right.

Matthew W. Sutton  
Vice President of Sales and Marketing  
RapidView LLC  
574-224-5427 | 800-656-4225 | [matt@rapidview.com](mailto:matt@rapidview.com)

---

RapidView IBAK North America  
1828 W. Olson Rd. | Rochester, IN 46975  
Toll Free: (800) 656-4225 | Fax: (574) 223-7953  
Email: [info@rapidview.com](mailto:info@rapidview.com) | [www.rapidview.com](http://www.rapidview.com)

Past Proven Future Ready  
Pipeline Inspection and Rehab Equipment

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Essential Equipment  
 Conroe, TX United States

Certificate Number:  
 2023-1044393

Date Filed:  
 07/11/2023

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

City of Killeen, TX

Date Acknowledged:

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

Sourcewell 120721-RVL  
 Camera Van

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

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is ANNE RIDGWAY, and my date of birth is 03/23/1981.

My address is 1717 CHESTNUT GLEN CT, CONROE, TX, 77301, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in MONTGOMERY County, State of TEXAS, on the 11 day of JULY, 2023.  
(month) (year)

Anne M. Ridgway

Signature of authorized agent of contracting business entity  
 (Declarant)



# PROCUREMENT OF CAMERA VAN FOR PUBLIC WORKS SANITARY SEWER

RS-23-130

August 15, 2023

139

# Background

2

- Public Works Sanitary Sewer Division requires two camera vans to maintain the city's infrastructure
- Units are used for underground piping inspections and identification of problem areas within the city
- The oldest unit, which is currently 12 years old with 64,000 miles and approximately 6,000 hours of runtime, is originally scheduled to be replaced in FY 24. However, it has reached the point where replacement is now due.

# Procurement Information

3

- Replacement Cost = \$277,896
- Unit to be purchased from Essential Equipment, LLC.  
thru Sourcewell Cooperative
- Funding available in Water & Sewer CIP Fund

# Alternatives

4

- Defer purchase of the camera van replacement
- Purchase the camera van replacement

# Recommendation

5

Staff recommends City Council authorize the purchase of the camera van for the Public Works Sanitary Sewer Division in the amount of \$277,896, and that the City Manager or designee be authorized to execute any and all change orders as permitted by state and local law



# City of Killeen

## Staff Report

File Number: RS-23-131

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Consider a memorandum/resolution authorizing the award of RFP 23-17, for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu, in the amount of \$135,000 for FY24.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

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

**SUBJECT:** Award RFP 23-17 for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services

### **BACKGROUND AND FINDINGS:**

On April 11, 2023, the City Council approved for the amendment of Chapter 31 in the Code of Ordinance of the City of Killeen. The ordinance effective date is October 1, 2023. The approved changes pertain to the City's zoning regulations, specifically allowing for short-term rentals. The City of Killeen is estimated to have around 400-800 short-term rentals (STRs).

Presently, the City has engaged Avenu to handle hotel occupancy tax administration services for 42 hotels. However, in order to include the short-term rentals (STRs) under one agreement, it was necessary to initiate an advertising process for proposals.

On June 12, 2023, the City began advertising a Request for Proposals (RFP) for hotel occupancy tax collections and short-term rental compliance services. We received one response from Avenu Insights & Analytics, LLC. Staff evaluated the response based off of the criteria outlined in the RFP. Avenu has an impressive track record of 33 years in providing hotel occupancy administration and auditing services, and they have been serving the city in this capacity since 2016. Furthermore, Avenu holds a substantial presence in Texas, boasting 286 active contracts.

Avenu offers a comprehensive range of services that encompass hotel occupancy tax administration, hotel occupancy tax auditing, hotel occupancy tax discovery and recovery, and short-term rental services. The short-term rental services package consists of the following components: monitoring and identification, registration and compliance, tax portal, payment processing, permitting, tax collection and remittance, discovery and recovery, community outreach, reporting, and compliance auditing (5% of properties). By offering this extensive package of services, Avenu aims to streamline the management of short-term rentals and optimize hotel occupancy tax revenue for the City.

The initial term of this agreement shall be for a period of three years (3) with the option to renew at the end of the initial term for two (2) successive one (1) year terms.

**THE ALTERNATIVES CONSIDERED:**

- 1. Reject Avenu proposal and re-advertise the RFP.
- 2. Authorize the award of RFP 23-17 for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu in the amount of \$135,000 for FY24.

**Which alternative is recommended? Why?**

Option number 2, to authorize the award of RFP 23-17 for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu, is recommended. With over 30 years of experience and 5 years of experience working with the City of Killeen, Avenu is the best selection to continue servicing the City’s hotel occupancy tax administration and implementing the STRs.

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

Cost	FY2024	FY2025	FY2026	FY2027	FY2028		
HOT:							
Administration	\$175 per property		\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Auditing	\$2,000 - per prop		\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Discovery/Recovery	45% Conting. Fee		\$6,400	\$6,400	\$6,400	\$6,400	\$6,400
STR Services	\$255 per property		\$117,250	\$123,113	\$129,268	\$135,732	\$142,518
Total	\$135,000	\$140,863	\$147,018	\$153,482	\$160,268		

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

Recurring expenditure

**Is this expenditure budgeted?**

Yes, funds are included in the Hotel Occupancy Tax Fund in the FY 2024 Proposed Budget and subsequent budgets will be allocated appropriately.

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

N/A

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

Yes, upon approval of the FY 2024 Proposed Budget.

**RECOMMENDATION:**

City Council authorize the award RFP 23-17 for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu in the amount of \$135,000 for FY24 and authorize the City Manager, or designee, to execute any and all contracts and change orders within the amounts set by State and Local Law.

**DEPARTMENTAL CLEARANCES:**

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement

Certificate of Interest Parties

RFP Submission



## INTEROFFICE MEMORANDUM

**To:** Kent Cagle, City Manager  
**FROM:** Judith Tangalin, Executive Director of Finance  
**DATE:** JULY 31, 2023  
**SUBJECT:** AVENU MUNISERVICES AGREEMENT

Mr. Cagle, please sign page 7 of this document.

## Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of August 1, 2023 (“Effective Date”) by and between **City of Killeen**, a municipal corporation of the State of TX (“CLIENT”) and **Avenu MuniServices, LLC**, a Delaware limited liability company, (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule incorporated and included herein.

### C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three years (3) following the Effective Date (“Initial Term”). The CLIENT shall have the right and option to renew the Agreement at the end of the Initial Term for two (2) successive one (1) -year terms with if neither party has cancelled (“Renewal Terms”) by providing at least sixty (60) days prior written notice of CLIENT’S intent to renew. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary

for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CLIENT:**

**City of Killeen**

Attn: Judith Tangalin

PO Box 1329

Killeen, TX 76540

Phone:

Email:

**If to CONSULTANT:**

**Avenu MuniServices, LLC**

Attn: Contracts Department

5860 Trinity Parkway., Suite 120

Centreville, VA 20120

Email: [contracts@avenuinsights.com](mailto:contracts@avenuinsights.com)

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

**Brandi Sanner**, Client Services Manager

Phone: 985-335-7570    Email: [brandi.sanner@avenuinsights.com](mailto:brandi.sanner@avenuinsights.com)

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's

performance” includes CONSULTANT’s action or inaction and the action or inaction of CONSULTANT’s officers, employees, agents and subcontractors.

8. **Limitation of Liability:** IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT’S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT’S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT’S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.
9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers’ compensation insurance; employer’s liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers’ Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.

17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**“CLIENT”**

**City of Killeen**

a Municipal Corporation

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

Name: Kent Cagel

Title: City Manager

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

**“CONSULTANT”**

**Avenu MuniServices, LLC**

a Delaware limited liability company

By: 

Name: James Barkman

Title: Deputy-Chief Financial Officer

Date: 7/28/2023

## EXHIBIT A – STATEMENT OF WORK

This Statement of Work is incorporated in the Consulting Services Agreement (“Agreement”) by and between AVENU INSIGHTS & ANALYTICS, LLC (“AVENU”) and CITY OF KILLEEN (“CLIENT”).

### A1. SHORT-TERM RENTAL FULL-SERVICE TAX ADMINISTRATION SERVICES

The Short-Term Rental Full-Service Tax Administration Services offer a turnkey approach to ensure appropriate monitoring, identification, compliance, collection, deposit, recording, delinquency follow up, and reporting of the local short-term rental/ lodging tax/hotel occupancy tax. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax. Services also include compliance auditing for five percent (5%) of properties.

#### Statement of Work

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CONSULTANT’s Short Term Rental Monitoring and Identification Services are designed to assist CLIENT in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this agreement:

#### Targeted Web Monitoring

- Data collection and archiving from up to eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking, Vacasa, Evolve, Corporate Housing, Craigslist
- Data collection from at least two (2) unique local popular sites based on search engine ranking
- Data collection is run at least four (4) times per week; staggered over day, night, weekday, and weekend
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- De-duplication assistance with STR listings and photos up to ten (10) listings at a time on one screen
- Archive and estimate gross revenue via review or calendar bookings for a thirty-six (36) month retrospective view
- Identify STR calendar booked periods less than thirty-one (31) nights in a row
- Generate statistics on room type, occupancy rate, dynamic heat maps, nightly rates, and other metadata in a dashboard report
- Capture of time stamped STR listings data in HTML, PNG, JPG, or PDF, reviews in JSON format
- Capture of calendar data in database format, and exportable to CSV
- Detect names of the operator(s) in the reviews and count their occurrences
- Automated STR Licensee cross-checking via geo-locating and metadata match

#### Web Portal

- 24/7 accessible web-portal with keyword-search by username, address, business name, listing ID,

license number

- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Schedule downloads and delivery by email of STR reports
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Display of radius and distance to nearest STR (100-1000 feet radius) on Map
- Report statistics by neighborhood, HOA, or council ward
- Reporting on sixty-seven (67) different data points
- Reporting on calendar occupancy for a three (3) month period in table format including weekend bookings
- Generate Dynamic ad-hoc reports with up to twenty-six (26) data columns and up to twenty (20) different filters
- Dynamic Highlighting of keywords within reviews
- Generate seven (7) different reporting templates with six (6) different filters
- Enter notes and compliance activity on forty (40) dissimilar categories of compliance
- Customer Support and Language in English or Spanish
- Generate a mailout of non-compliant STR operators within the interface
- Programmable REST-based API communicating via JSON objects
- Comparison View to compare up to ten (10) STR listings with thumbnail photos at the same time
- Image Scene classification tags on photos (living room, kitchen, bathroom, swimming pool)
- Similar Images matching engine and Clustering STR listings by similar images engine around a street address up to five hundred (500) listings.

### **Identification Services**

- Validate STR listing data with at least two (2) different data points to public records; one for the operator, and one for the property
- Supporting evidence data points are provided up-front and ready for download for the customer without the customer requesting it
- Correctly Identify single-family-dwelling STR listings with full name and exact street address at least ninety-five percent (95%) of the time, and at least ninety-five percent (95%) of the single-family-dwelling STR inventory
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time and at least seventy-five (75%) of the multi-family-dwelling STR inventory

### **Complaint Hotline**

- 24/7 hotline, fielding all tips, complaints, and violations from residents, in regard to disruptions at a short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property. The CONSULTANT staff will receive these violation calls and be the first line of defense to quickly resolve the complaint and will escalate to other agencies when warranted.

## **Tax Administration Services**

- Short-Term Rental registration services
- Advanced filing portal
- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Permitting/Licensing
- Short-Term Rental delinquency outreach

## **CONSULTANT Deliverables**

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- CONSULTANT will provide CLIENT with login access to the Short-Term Rental Compliance System that allows CLIENT the ability to view and review Short-Term Rental activities for properties within CLIENT's geographical location.
- Perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
- Provide the initial online seminar style education and training on the System. Education and training may include on-site sessions for CLIENT employees who will work with the System. The education and training will be adapted to the reasonable needs of the CLIENT employees to ensure each employee is fully prepared to use the System. CLIENT may request that CONSULTANT provide on-site additional training. If CONSULTANT and CLIENT agree on the scope of the additional training services requested, then CONSULTANT shall provide the additional training on a Time and Materials basis. Depending on the personnel assigned to perform the training, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

## **CLIENT Assistance**

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CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with

- the most recent registration to collect the tax and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file)
- If applicable, provide the most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the CLIENT to accept Registrations,

Applications, Tax Returns, payments and to pursue compliance/collection efforts.  
Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.

## **A.2 HOTEL OCCUPANCY TAX ADMINISTRATION SERVICES**

### **Statement of Work**

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The Hotel Occupancy Tax Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the designated tax or fee administered on behalf of the CLIENT. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax or fee.

### **Remittance Processing**

- Taxes and/or Fees Processed: AVENU will perform remittance processing for taxes and/or fees as designated by the CLIENT.
- Business Notification and Remittance: AVENU will provide individualized tax/fee notifications to all known tax or feepayers (“Taxpayer(s)”). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CLIENT, AVENU may change the address for payments. Online filing and remittance using standard AVENU formatting is provided for the Taxpayers convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax and/or fee collected
- Posting Process: accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax or fee, name change and address change is captured and added to the payment data and accountmaster file (as determined necessary by AVENU). Late payments are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax or fee due plus any required penalties.
- Business Support: AVENU will provide a toll free support number and provide assistance Monday-Friday 7:30a.m.-4:30p.m CST. Support inquiries will be handled in the order in which received. During peak volume businesses will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Payments accepted: AVENU will provide tax or feepayers with the option to pay via ACH debit (electronic check, paper check by mail, credit card and ACH credit (upon approval). A convenience fee in the amount of 3%-4% will be charged for use of this convenient payment method.

Changes to Attachment A: The CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.

## Compliance Services

- Accounts Reviewed: AVENU will perform compliance services for taxes or fees designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CLIENT, AVENU will make reasonable efforts to collect taxes or fees designated by the CLIENT hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Conduct of Compliance Services: To assure that all tax or feepayers are treated fairly and consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to the Remittance Processing section above.

## AVENU Deliverables

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- Avenu will make available to the CLIENT with a cloud based, self-service, interactive Government Services Portal. The interactive portal will provide access to reports and business information.
- AVENU will make available to CLIENT detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- AVENU will provide the CLIENT with reports via the online government services portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to AVENU. These reports are updated following each tax distribution and are immediately available online.;
- Avenu will provide Online filing and remittance portal using standard AVENU formatting for the Tax or Feepayers convenience.
- As required Avenu will provide Online Registration/License Application and Renewal portal using standard AVENU formatting for the Tax or Feepayers convenience.
- Create and maintain accountdatabase from client database and other sources.
- Provide tax and license forms and intructions by mail and/or electronic methods, initiate calls to businesses, and send filing reminders
- Receive data and input into administration system, batch forms/returns with payments, deposit checks, post to accounts and timely disbursement of funds.
- Reconcile Returns and Initiate Compliance Efforts: reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; indentify underpayments and refer to compliance process
- AVENU will provide a toll free support number and provide tax or feepayer assistance Monday-Friday 7:30a.m.-4:30p.m CST. Tax or Feepayer support inquiries will be handled in the order in which received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.

## CLIENT Assistance

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CLIENT shall assist AVENU by prior to the start of work to be performed by providing necessary information and assistance to include, but not be limited to, the following:

- the most recent registration to collect the tax or fee and

- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing Tax or Fee records to be converted in a file format agreed to by the AVENU and a time specified in the implementation plan.
- Provide a copy of all ordinances related to tax or fee administered. If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform AVENU of any circumstances concerning current existing payees;
- Inform AVENU of the development of new business developments or cooperatives
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- Undergo training in the use of online applications.
- Provide authorization for AVENU to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- **Distribution Confirmation:** The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CLIENT shall immediately notify AVENU in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- **Changes to Attachment A:** The CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- **Tax or Fee Change Notification:** In the event of any change to the tax or fee rates being administered the CLIENT must provide notification ninety (90) days prior to the effective date of the change. Tax or fee changes include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to AVENU within thirty (30) days, the statement will be deemed accurate.

### **A.3 DISCOVERY/RECOVERY SERVICES**

#### **Statement of Work**

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Discovery/Recovery Services are designed to provide a full-service solution to the CLIENT'S designated tax or fee enforcement procedures. It does not replace current functions but provides a focused and solution to the identification of entities subject to taxation and/or registration by the CLIENT, which are not properly registered, or otherwise not reporting taxes and/or fees to the CLIENT. In performing the Discovery/Recovery Services, AVENU shall:

- Establish a comprehensive inventory of the entities subject to taxation by the CLIENT and the database elements needed to facilitate a comprehensive comparative analysis with the CLIENT'S records of those entities that are properly registered.
- Compare AVENU'S database of business records with the CLIENT'S records to identify potential non-reporting and non-registered entities subject to taxation.

- For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CLIENT'S applicable registration and/or tax returns.
- Invoice entities (including supporting documentation) on behalf of the CLIENT for the number of identified deficiencies, with payment to be remitted to AVENU.
- Exhaust reasonable efforts to collaborate with the taxpayer in submitting registration and/or tax returns and payment correctly. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Collect the number of identified deficiencies, together with required supporting documentation, and remit payment received to the CLIENT as agreed upon in the workplan. (AVENU shall follow the CLIENT'S business rules in collecting partial payments or the tax in full at the CLIENT'S direction.)
- Provide call center open during normal business hours (7:30a.m.a.m.-4:30p.m.p.m CST.) to assist entities with questions concerning application of the CLIENT'S taxes, and reporting and remittance requirements.
- Educate entities regarding the CLIENT'S reporting requirements to prevent recurring deficiencies in future years.

## AVENU Deliverables

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Throughout the course of the agreement, AVENU will:

- Provide reports addressing each taxpayer who have failed to register and/or report appropriate taxes, penalties, interest and any fees due.
- Provide a detail payment listing showing all taxes and fees paid to Avenu.
- Monitor and analyze the tax registry files of CLIENT no less than annually.

Remit payment to the CLIENT for funds received on behalf of the CLIENT no less than once per month on or before the tenth (10<sup>th</sup>) day of the month following collection.

## CLIENT Assistance

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CLIENT shall assist AVENU by providing necessary information and assistance to include, but not be limited to, the following:

the most recent registration to collect the tax and

- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing, License and Tax records to be converted in a file format agreed to by the AVENU and a time specified in the implementation plan.
- Provide a copy of all ordinances related to sales tax, rental, hotel occupancy, lodging tax, permits and or business registration.
- **Distribution Confirmation:** The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the act count or percentages in Attachment A, the CLIENT shall immediately notify AVENU in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- **Changes to Attachment A:** The CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the

intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.

- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to AVENU within thirty (30) days, the statement will be deemed accurate.

#### **A.4 LOCAL OCCUPANCY TAX AUDIT SERVICES**

##### **Objectives and Methods**

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AVENU's Local Occupancy Tax Audit Service is intended to assist the CLIENT in maximizing tax revenue it is entitled to through an examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the occupancy tax.

##### **Statement of Work**

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###### **Audit Services**

- Perform examinations of the records of those providers requested by CLIENT to warrant further investigation.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each lodging provider requiring examination.
- In coordination with CLIENT staff, schedule, and conduct reviews at the property locations or remotely of those providers identified and authorized for examination.
- Verify accuracy of filed lodging tax returns with daily and monthly activity summaries.
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries if applicable.
- Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns if necessary.
- Review exempted revenue for proper qualifying documentation.
- Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the CLIENT ordinance.
- Where possible, compare the State lodging tax filings with CLIENT's tax returns.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods.
- Coordinate with designated CLIENT official(s) as necessary to review findings and recommendations.
- Prepare draft Notices of Deficiency Determination, commendation, and credit letters, as applicable, for CLIENT to advise lodging providers of examination results
- Provide assistance to CLIENT in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

##### **AVENU Deliverables**

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###### **Audit Services**

- Provide CLIENT staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined.

- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, or commendation letters as applicable;
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CLIENT staff; and
- Provide other collections advice upon request.

### **CLIENT Assistance**

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- The CLIENT shall agree to an audit plan stating the minimum number of audits to be started by year (See Exhibit B).
- Provide AVENU with the records of those taxpayers authorized by CLIENT for examination
- CLIENT agrees provide signed audit authorization letters on CLIENT letterhead as needed within thirty (30) days of request.
- CLIENT agrees to provide AVENU with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign and approve letters and notices, as required.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

This Compensation Schedule is incorporated in the Consulting Services Agreement (“Agreement”) by and between AVENU INSIGHTS & ANALYTICS, LLC (“AVENU”) and CITY OF KILLEEN (“CLIENT”).

**B.1 SHORT-TERM RENTAL MONITORING, IDENTIFICATION, AND COMPLIANCE AND FULL-SERVICE TAX ADMINISTRATION SERVICES**

The Short-Term Rental Monitoring, Identification, and Compliance and Full-Service Tax Administration Services shall be provided for a one-time Short-Term Rental setup fee of Two Thousand Five Hundred Dollars (\$2,500) and an annual fixed fee of Two Hundred Fifty Five Dollars (\$255) per property per year or an annual Administration fee of Fifteen Thousand Dollars (\$15,000) whichever is greater. Fees are invoiced and due at the beginning of each contract year based on the total number of known, registered and active listing properties.

**B.2 HOTEL OCCUPANCY TAX ADMINISTRATION SERVICES**

Hotel Occupancy Tax Administration Services shall be provided for an amount equal to Two Hundred Fifty-Two Dollars (\$252) per property per year. Fees will be invoiced annually at the beginning of each contract year. Fees are based on the total of registered and known properties.

**PRICE ADJUSTMENT:**

The fees associated with the Short-Term Rental Monitoring, Identification, and Compliance and Full-Service Tax Administration and Hotel Occupancy Tax Administration Services are adjusted annually at the beginning of each Term of the Agreement by five percent (5%).

**DISCOUNT:**

If the CITY permits on-site examination of the records of ten percent (10%) but no less than 2 of the CITY’s lodging properties per year to insure compliance in collecting and returning the local hotel occupancy tax, CONSULTANT shall discount the Administration services to an annual fixed fee of \$175 per each lodging property.

**B.3 DISCOVERY/RECOVERY SERVICES**

The Discovery/Recovery Services shall be provided for a contingency fee of Forty-Five percent (45%) of the additional delinquent revenue received by CLIENT for the services. The Forty-Five percent (45%) contingency fee shall apply to the current license/fee year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee is also due on all payments made direct to the CLIENT. The contingency fee only applies to revenue actually received by CLIENT. The term “current license/fee year/period” shall mean the most recent year or period for which local license and/or fees are due and payable to CLIENT, and in which AVENU has identified deficiencies.

**B.4 LOCAL OCCUPANCY TAX AUDIT SERVICES**

**Audit Plan**

CLIENT agrees to an audit plan and compensation schedule for the Local Occupancy Tax Audit Services per the chart below. The Audit Services shall be provided for a fixed fee of Two Thousand Dollars (\$2,000) for each

lodging property audited with fifty percent (50%) due at the time of audit approval and fifty percent (50%) upon completion of the audit. A minimum of two (2) audits must be performed at any one time.

Description	Year	Min # Audits	Compensation	Total	Note

**ADDITIONAL CONSULTING**

CLIENT may request that AVENU provide additional consulting services at any time during the term of this Agreement. If AVENU and CLIENT agree on the scope of the additional consulting services requested, then AVENU shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from Seventy-Five Dollars (\$75) per hour to Two Hundred Dollars (\$200) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$160 per hour
- Operational Support:
  - Director or Manager: \$175 per hour
  - Senior Analyst: \$125 per hour
  - Analyst: \$100 per hour
  - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

**TRAVEL AND OUT-OF-POCKET**

CLIENT shall reimburse AVENU for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

**ATTACHMENT A**  
**Distribution Confirmation**

DATE

**City of Killeen**

Attn: Judith Tangalin  
PO Box 1329  
Killeen, TX 76540

Dear Judith Tangalin,

Funds will be distributed in the following accounts pursuant to this Agreement:

<b>Agency</b>	<b>Routing #</b>	<b>Account #</b>	<b>Distribution %</b>	<b>Tax Type</b>

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

Avenu Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209  
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager  
Avenu Insights & Analytics, LLC  
Phone: 213-246-2445, Fax: 205-423-4097  
E-mail: [connie.taylor@avenuinsights.com](mailto:connie.taylor@avenuinsights.com)

I have reviewed the above distribution and verify that it is correct.

**CITY OF KILLEEN**

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

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

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



City of Killeen

## Purchasing

Lorianne Luciano, Director of Procurement

802 N 2nd St, Killeen, TX 76541

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### PROPOSAL DOCUMENT REPORT

RFP No. 23-17

Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services

RESPONSE DEADLINE: June 29, 2023 at 2:00 pm

Report Generated: Friday, July 28, 2023

### Avenu Insights & Analytics, LLC Proposal

#### CONTACT INFORMATION

**Company:**

Avenu Insights & Analytics, LLC

**Email:**

proposals@avenuinsights.com

**Contact:**

Daniel Wurz

**Address:**

5860 Trinity Pkwy, Suite 120

Centreville VA, VA 20120

**Phone:**

N/A

**Website:**

<https://www.avenuinsights.com>

**Submission Date:**  
Jun 29, 2023 1:36 PM

### ADDENDA CONFIRMATION

*No addenda issued*

### QUESTIONNAIRE

**1. Conflict of Interest Questionnaire (Form CIQ)\***

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

CIQ\_-\_Killeen\_-\_SIGNED.pdf

**2. Certificate of Interested Parties (Form 1295)\***

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

**3. Acknowledgement – “Boycott Israel”\***

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

**4. Acknowledgement – “Boycott Energy Companies”\***

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

**5. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”\***

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

**6. Antitrust Law Certification\***

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

**7. Litigation Disclosure\***

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

**8. What was the company's first year of business operation?\***

1978

**9. Has the owner(s) of the company been convicted of a crime within the past 10 years?\***

No

**10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?\***

No

**11. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?\***

No

**12. Does any City of Killeen employee or official have any financial or other interest in your company?\***

No

**13. References\***

Please download the below documents, complete, and upload.

- [References.pdf](#)

Avenu\_Reference\_Sheet\_Hotel\_Occupancy\_Tax\_RFP\_23-17.pdf

**14. Can service be accomplished as specified in the specifications?\***

Yes

**15. When can service commence after award (number of days)?\***

ASAP - Upon signature of agreement

**16. Copyrighted Material\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

**17. If your proposal contains confidential information identify where it is located.**

Where in your proposal is the confidential information? Please be specific.

No

**18. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\***

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

**19. Insurance Broker Information\***

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

**Jake Goldberg**

Account Coordinator, Thompson Flanagan

626 West Jackson Boulevard | Suite 500 | Chicago, IL 60661

O: 312.239.2800 | D: 708.575.4865 | M: 847-942-2615 | ThompsonFlanagan.com

[jgoldberg@thomsonflanagan.com](mailto:jgoldberg@thomsonflanagan.com)

**20. Are there claims that are pending against this insurance policy?\***

Answer No or

If yes, please describe:

No

**21. Proposal Requirements\***

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents?

Yes

**22. Proposal Documents\***

Please Upload your COMPLETE Proposal here.

Avenu\_Response\_to\_Killeen\_TX\_HOT\_STR\_RFP\_No\_23-17\_FINAL.pdf

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Avenu Insights & Analytics, LLC

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

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

N/A

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

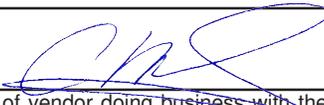
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

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

N/A

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

**7**  
  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

06/19/23

\_\_\_\_\_  
Date

**REFERENCES**

Please provide three references:

Reference No. 1

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Date and Type of Service(s) Provided \_\_\_\_\_

Reference No. 2

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Date and Type of Service(s) Provided \_\_\_\_\_

Reference No. 3

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Date and Type of Service(s) Provided \_\_\_\_\_



**A V E N U**  
INSIGHTS & ANALYTICS

# CITY OF KILLEEN, TX

REQUEST FOR PROPOSALS FOR

**HOTEL OCCUPANCY TAX COLLECTION AND  
SHORT-TERM RENTAL COMPLIANCE SERVICES**

RFP# 23-17

June 29, 2023

Submitted By:

Avenu Insights & Analytics, LLC  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

Attn: Brandi Sanner, Business Development Executive

(985) 335 7570 📞

[Proposals@avenuinsights.com](mailto:Proposals@avenuinsights.com) ✉️

[www.avenuinsights.com](http://www.avenuinsights.com) 🌐

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# 1 COVER LETTER

June 29, 2023

City of Killeen  
Attn: Purchasing Division  
802 N. 2nd Street, Building E, 2nd Floor  
Killeen, Texas 76541

*Submitted via OpenGov Portal*

**RE: RFP NO. 23-17 - Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services**

Dear Mrs. Luciano:

Avenu Insights and Analytics, LLC (“Avenu”) is pleased to provide this proposal to the City of Killeen (“the City”) in response to the City’s Request for Proposal (RFP) for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services, RFP # 23-17. As experts in these services, with decades of experience and demonstrated past performance, Avenu welcomes the opportunity to partner with the City in the collection and remittance of Hotel Occupancy Taxes (HOT), as well as assist the City in the discovery, recovery, auditing, reporting, and compliance of overnight rental operators in the City.

Avenu’s comprehensive tax compliance services are designed to ensure widespread and increased taxpayer compliance by partnering with the City and making our vast resources, experience, and subject matter expertise available as an extension of the City’s, which will allow the City’s valuable resources to focus on other, more pressing internal or external issues. We offer the City the following:

- ▶ **We Know Killeen.** Avenu has provided the Hotel Occupancy Tax services to the City since 2016. Avenu’s most recent work for the City consisted of 5 audits and the recovery of over \$180,000 in HOT revenue for the City.
- ▶ **A Team of Experts.** Avenu’s experts are committed to the City’s success. Avenu has a distinguished team of expert Certified Public Accountants (CPA), Certified Revenue Examiners (CRE), Audit Managers and Analysts that are ready to support the City. Our Executive and Senior Management team are easily accessed and are deeply involved in day-to-day operations.
- ▶ **30+ Years of Experience.** For 33 years, Avenu has been an industry leader in Hotel Occupancy Tax Administration, Auditing
- ▶ **Proven Results.** Each year, we recover and administer over \$2 billion in general fund revenue for our clients. Specific to Hotel Occupancy Taxes, in just the last three (3) years, Avenu has performed over 400 Hotel Occupancy Tax audits, and has recovered over **\$3.2M** exclusively for our Texas clients.
- ▶ **We know Texas.** Avenu is firmly established in Texas. Avenu has offices in Dallas and Houston and we support some of the largest cities in the state. In the last 5 years, we have supported over 100 Texas-based customers with the same or similar services requested.

- 
- ▶ **Dedicated Government Relations Team.** We have a dedicated in-house Government Relations team including an in-house lobbyist, who are experts in tracking and researching legislation that has the potential to affect region-specific tax revenues.

Our priority is to provide the City of Killeen with the highest level of customer service. Brandi Sanner will serve as the City's primary contact and project liaison.

- ▶ Brandi Sanner, [Brandi.Sanner@avenuinsights.com](mailto:Brandi.Sanner@avenuinsights.com), 985-335-7570

On behalf of Avenu, I welcome the opportunity to work with the City of Killeen. I represent that the information contained in this proposal is true and correct, and we can perform the commitments contained in this proposal. As Chief Financial Officer, I am authorized to commit Avenu to a contract and represent the firm in all oral presentations and negotiations. This offer will remain valid for 120 days from the due date of this proposal.

Sincerely,



Carl Kumpf  
Chief Financial Officer  
Avenu Insights & Analytics, LLC  
E-Mail: [Proposals@avenuinsights.com](mailto:Proposals@avenuinsights.com)

## 2 PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

Founded in 1978, Avenu Insights and Analytics is a privately-owned revenue recovery services company that specializes in helping public agencies across the nation to preserve, enhance, and manage their tax revenue base. As a public sector expert, Avenu focuses exclusively on local government agencies like the City of Killeen. In the course of our 40-year history, we have grown to a national footprint of over 700 employees supporting customers in all 50 states. We have a dedicated team of revenue consulting and tax audit experts which provide concierge-level services to over 900 jurisdictions throughout the nation.

Avenu has 10 office locations strategically stationed across the United States, including two (2) offices in Texas – Dallas and Houston, with an additional two (2) offices in Canada. We offer our local government clients a full range of revenue enhancement and administrative solutions. Avenu works with communities of all sizes, from our smallest client with a population of just 150, to our largest client with a population of over ten (10) million.

Since our founding over four decades ago, Avenu has successfully supported thousands of towns, cities and counties with our full suite of compliance auditing and revenue enhancement services. We are public sector experts, and we understand the challenges faced by cities like the City of Killeen. We support several cities and entities in Texas with these same services. Our refined methodologies and processes are a direct result of the nearly 40 years we have been providing auditing services.

Avenu currently provides these services to the City and to demonstrate our capability to perform, Avenu recovered over **\$180,000** in our last round of audits for the City. We offer the City the opportunity to continue a fruitful partnership with a vendor capable of providing the city with consistent and quantifiable results. To demonstrate this, each year, **Avenu generates over \$2 billion in new general fund tax revenue for its local government clients.** By doing this, we have earned our reputation as the premiere revenue enhancement partner to the public sector through our comprehensive audit services, proprietary data analytics, accurate forecasting, cost-effective administration services, and our commitment to our clients.

### 2.1 EXPERIENCE IN TEXAS

Avenu has a substantial presence in the State of Texas, where we have 286 active contracts for our suite of products and services. Avenu is a recognized expert in the field of Hotel Occupancy Tax, and Short-Term Rental. Avenu is trusted by cities all across Texas where Avenu has provided services to over 500 jurisdictions nationwide for occupancy tax services. We provide over 60 jurisdictions in Texas with local occupancy tax services. Since 2002, Avenu has recovered over **\$50 million** in revenue for our Texas clients. Avenu is well established in the State of Texas.

To date, we have completed over 10,000 audits of lodging providers and we offer the City unmatched expertise as a result. We support some of the largest cities in the state with our compliance auditing and revenue

#### Avenu Qualification Highlights

- ▶ Public sector expert with over 40 years of experience providing the services
- ▶ Provide same services to some of the largest cities in Texas
- ▶ Recovered \$181,000 for Killeen in 2022.
- ▶ Recovered over \$3.2M in HOT revenue for TX clients since 2020.
- ▶ Recovered over \$181,000 in HOT revenue for the City as a result of our services.
- ▶ Recovered over \$50M in HOT since 2002
- ▶ Two (2) offices in Texas (Dallas and Houston)
- ▶ Same of similar services provided to over 900 agencies nationwide
- ▶ \$2 billion in new general fund tax revenue generated for clients EACH year
- ▶ 286 Active Contracts in Texas

enhancement services, this includes the cities of Dallas, Houston, El Paso, San Antonio, Irving, Lewisville, McAllen, Plano, Arlington, and Richardson, as well as the Denton County and Fort Worth transportation authorities. Due to this strong presence, we actively track and monitor legislative and regulatory policy specific to the State of Texas. We are a strong supporter of the Texas Municipal League, a recent Silver Sponsor at Texas City Management Association, and a Gold Sponsor of the Government Finance Officers Association of Texas.



Figure 1 - With Red representing Avenu offices, and Blue representing clients, Avenu has a nationwide footprint capable of supporting the City of Killeen

## 2.2 KEY PERSONNEL

Avenu is pleased to offer the City the below summary biographies of individuals that perform our Hotel Occupancy Tax and other lodging tax services. Many of these individuals have first-hand experience supporting the City of Killeen.

### 2.2.1 LEADERSHIP TEAM

**Michael Portis, CPA, Vice President of Audit.** As Avenu’s Vice President of Audit, Michael leads Avenu’s Revenue Enhancement and Recovery Group, which consists of a full suite of compliance auditing across several tax types. Michael is a Certified Public Accountant in both Texas and North Carolina and is a U.S. Army Veteran. Mr. Portis is a Certified Fraud Examiner (CFE) and is directly responsible for the overall performance of this contract and supervising Avenu’s Hotel Occupancy Tax team. Michael has 25 years of direct experience in tax auditing and has served in several key positions for some of the largest tax firms in the United States. Prior to joining Avenu, Michael served as a Director of Tax and Unclaimed Property and Tax Manager for Apexanaltix. Additionally, Michael served as Senior Tax Manager for EY, Revenue Field Auditor II for the North Carolina Department of Revenue, State Tax Consultant for Enron, and Supervising Senior Tax Consultant for KPMG. **Education:** Doctorate of Law from University of Houston Law Center and Bachelor of Business Administration in Accounting from University of Texas at San Antonio.

**Alexandra Lake, CPA, Director of Audit.** As Avenu’s Director of Audit, Alex’s primary responsibility is to manage Avenu’s Audit and Analyst Team to ensure all audits and reviews are done in the most efficient and effective way possible. She is trained to identify potential revenue that is lost. Her understanding of the tax laws and taxpayer behavior observations during her 22 years of compliance auditing makes her a great asset to this project. Alex has been with Avenu since 2000 and she offers the City a comprehensive wealth of experience. Alex started with Avenu as a Tax Examiner, and has risen through the ranks to become Supervisor, Manager, and now Director. Alex is a Certified Public Accountant (CPA), Certified Tax Examiner (CTE), and she has her Bachelor of Science in Accounting from University of Houston.

### 2.2.2 AUDIT TEAM

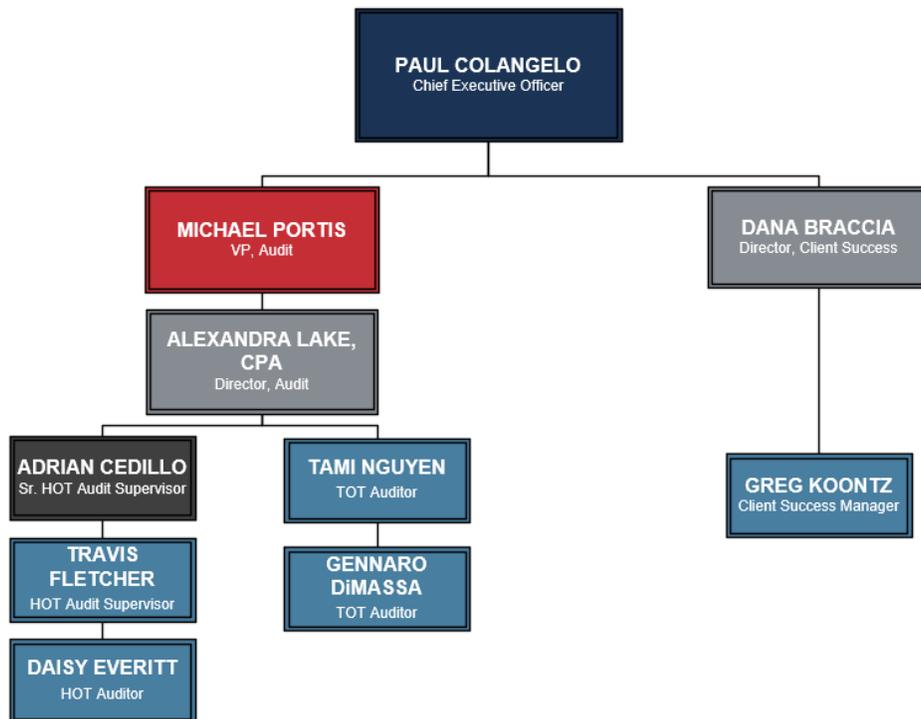
**Adrian Cedillo, Sr. HOT Audit Supervisor.** As Avenu’s Senior HOT Audit Supervisor for Hotel Occupancy Tax services, Adrian is responsible for all HOT auditing activities in the state of Texas. Adrian is responsible for establishing comprehensive lodging property inventories, crafting announcement letters, reviewing HOT ordinances, sending scheduling letters to approved properties, reviewing all documentation, and assisting in the final audit reports provided to the City. Adrian has performed HOT Audits with Avenu since 2018, and prior to joining Avenu, Adrian served as an Accountant for UVC Powersports, where he handled Accounts Receivable, Accounts Payable, Bank Reconciliation, and all sales reports and bank deposits. Education: Adrian has a B.S. with a dual major in Accounting and Business Administration and Finance.

**Travis Fletcher, HOT Audit Supervisor.** As Avenu’s Audit Supervisor, Travis will work with the team of tax examiners in Avenu’s Hotel/Motel Auditing Division for the State of Texas. Travis will be monitoring the performance of the team and its overall effectiveness and ensuring the project stays on track. Travis will work on any escalated issues. Travis has been with Avenu since 2012. Travis has 10+ years’ auditing experience in Hotel Tax, Sales & Use Tax, and Franchise Tax. Education: Master of Business Administration and Bachelor of Science in Accounting from The University of Texas at Tyler.

**Daisy Everitt, Hot Auditor.** As Avenu’s HOT Auditor, Daisy is responsible for the actual Hotel Occupancy Tax Audits. Daisy will be the individual interfacing with the City in conducting the scope of work. Daisy has 20 years of accounting and auditing experience. Prior to joining Avenu, Daisy was an auditor for the Texas Comptroller of Public Accounts (TxCPA) where she was trained on a variety of tax types. Daisy has her Bachelor of Science in Accounting from University of Houston, Clear Lake, and an Associates of Arts in Business Administration from San Jacinto College.

### 2.3 ORGANIZATION CHART

Avenu has included an Organization Chart below demonstrating the structure of Avenu’s Hotel Occupancy Tax team:



## 3 DEMONSTRATED EXPERIENCE – REFERENCES AND EXPERTISE IN PROJECTS OF SIMILAR SCOPE

Avenu has provided information regarding our experience and expertise in this section.

### 3.1 REFERENCES

Avenu has submitted our references on the supplied reference sheet, as required.

### 3.2 PROJECTS OF SIMILAR SCOPE

Avenu has a long a demonstrated history of supporting Texas municipalities with the same services as proposed to the City. In just the last three (3) years, we have completed over 400 HOT Audits and administered millions of dollars of HOT revenue. Specific to the City of Killeen, Avenu currently provides HOT auditing services to the City and most recently, we have completed five (5) audits which yielded over **\$180,000** in HOT revenue for the City.

#### City of El Paso, TX

Avenu has provided the City with Hotel Occupancy Tax Audits since 2015 and has identified over **\$548,000** in new revenue for the City. Additionally, Avenu has provided the City of El Paso with Hotel Occupancy Tax Administration services since 2016, administering over **\$14 million** for the City. In 2019, Avenu was awarded two (2) additional contracts, as a results of a competitive bidding process, for Sales and Use Tax auditing, and Franchise Fee auditing.

#### City of Round Rock, TX

Avenu has provided Hotel Occupancy Tax services to the City of Round Rock, TX since 2019. Since commencing work in 2020, Avenu has recovered over **\$365,000** in Hotel Occupancy Tax revenue which was comprised of 31 audits.

#### City of Lewisville, TX

Avenu has provided the City of Lewisville with hotel occupancy tax audit services since 2002. Since 2011 we have recovered over **\$3.8 million** in new tax revenue for the City. In 2015, the City of Lewisville chose Avenu to provide Sales Tax Analytics and Reporting services.

#### City of Richardson, TX

Since 2010, Avenu has provided the City of Richardson, TX with tax auditing services. We have also provided the City with hotel occupancy tax services since 2010 and have recovered over **\$95,000** in new hotel occupancy tax revenue for the City. Combined with other services, Avenu has recovered over **\$6,000,000** in tax revenue for the City of Richardson.

#### City of DeSoto, TX

Avenu provides the City of DeSoto, TX with Hotel Occupancy Tax services. Avenu's most recent work for DeSoto consisted of audits that yielded **\$263,000** in HOT recoveries.

#### City of San Angelo, TX

Avenu has provided the City of San Angelo, TX with Hotel Occupancy Tax services since 2015. Avenu's most recent audits for the City consisted of 17 audits total, which resulted in the recovery of **\$242,000**

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**City of Irving, TX**

Avenu has provided Hotel Occupancy Tax auditing services to the City since 2013. Avenu's most recent work for the City has consisted of 21 audits which yielded **\$235,000** in Hotel Occupancy Tax recoveries.

**3.2.1 PROJECTS WITHIN THE LAST THREE (3) YEARS**

Within the last three (3) years, Avenu has performed the same services as proposed to the following Texas cities.

- ▶ Athens
- ▶ Balcones Heights
- ▶ Bastrop
- ▶ Baytown
- ▶ Beaumont
- ▶ Brady
- ▶ College Station
- ▶ Cotulla
- ▶ Denison
- ▶ DeSoto
- ▶ Dilley
- ▶ El Paso
- ▶ Fredericksburg
- ▶ Graham
- ▶ Greenville
- ▶ Harlingen
- ▶ Irving
- ▶ Kerrville
- ▶ Killeen
- ▶ La Porte
- ▶ Live Oak
- ▶ Mansfield
- ▶ Mesquite
- ▶ Mount Pleasant
- ▶ Mount Vernon
- ▶ Odessa
- ▶ Orange
- ▶ Pearsall
- ▶ Plano
- ▶ Pleasanton
- ▶ Port Lavaca
- ▶ Richardson
- ▶ Rockdale
- ▶ Round Rock
- ▶ San Angelo
- ▶ Sherman
- ▶ South Padre Island
- ▶ Texarkana
- ▶ Tomball
- ▶ Waxahachie
- ▶ Weatherford
- ▶ Weslaco

## 4 APPROACH

As experts in Hotel Occupancy Tax (HOT) Collection and Short-Term Rental Services, Avenu will leverage our over 30 years of direct experience and institutional knowledge gained from providing these services to the City to ensure that the City's Hotel Occupancy Tax and STR program continues to be successful. Avenu performs tax auditing administration for hundreds of customers across the nation, and each year, we administer and recover over \$2 billion. Specific to HOT, Avenu has recovered over \$50 million in HOT revenues for our Texas clients since 2002.

In this section, Avenu has broken down our approach to these services by main service categories of:

1. Hotel Occupancy Tax Administration
2. Hotel Occupancy Tax Auditing
3. Hotel Occupancy Tax Discovery and Recover
4. Short-Term Rental Services

### 4.1 HOTEL OCCUPANCY TAX ADMINISTRATION

As described in the City's RFQ, Avenu's approach is closely aligned with the City's Scope of Services, where our approach to Hotel Occupancy Tax Administration is categorized in two (2) separate phases – 1) Remittance Processing and 2) Compliance Services.

#### 4.1.1 SCOPE OF WORK

Avenu's Hotel Occupancy Tax Administration service offers a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up and reporting of the local lodging tax. This service includes all correspondence, forms and other such services to ensure appropriate and timely remittance of the tax and can be tailored to the needs of the city. This service will typically consist of the following:

#### 4.1.2 ADMINISTRATION SERVICES

The Administration Service consists of two parts; (1) remittance processing; and (2) compliance services.

##### 4.1.2.1 Remittance Processing

As designated by the City, we will perform the remittance processing for the lodging taxes. We will send individualized tax forms to all known 23 lodging providers ("Taxpayer(s)"), and the Taxpayers will remit payments to Avenu. We will also provide an optional Online File and Pay for an additional set up fee. The online filing and remittance, using our standard formatting, will be provided for the Taxpayers convenience.

- a. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the City for each type of tax collected.
- b. **Posting Process:** Taxpayer accounts are posted with payment information captured in the Avenu revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to the payment data and taxpayer master file (as determined necessary by Avenu). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

#### 4.1.2.2 Compliance Services

- a. Avenu will perform compliance services for lodging taxes designated by the City under the Remittance Processing Services. We will provide delinquency notification and follow-up including correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the City, we will make reasonable efforts to collect taxes designated by the City. Where reasonably appropriate accounts may be turned over to audit or third-party collection. If the City elects to have its attorney pursue collection of certain uncollected accounts, we will assist the City attorney as reasonably requested at our normal hourly rate as reflected in the Compensation section under Additional Consulting.
- b. All compliance services are performed in a similar manner to assure that all taxpayers are treated fairly and consistently.

#### 4.1.3 ONLINE FILE-AND-PAY

Avenu has successfully implemented and continues to provide online file-and-pay for several Texas Hotel Occupancy Tax and Venue Tax localities. We have found that online tax calculation and payment is the most convenient to businesses and results in expedited filing and payment for our clients, as well as reduces the number of calculation errors and/or amended returns.

1. Taxpayer filings and payments are entered using a secure website.
2. The user receives a unique confirmation number once a payment and return has been submitted.
3. Paperless filing - Payments and Returns are submitted electronically, so there is nothing to print or mail.
4. The user has access to online file-and-pay history by with a username and password.
5. Online payments are reconciled and recorded in the Avenu system.
6. Online payments are disbursed to Client.
7. Client reporting is updated to reflect the recent account payment

Typically, users find that the online filing system is faster and easier than completing a paper tax remittance form. The online filing system calculates the amount of tax due based on the amounts entered by the user, including any applicable penalties or interest. Users can also correspond with Avenu Support Representatives and receive assistance with their HOT and Venue Tax questions through a link on the online file-and-pay website. The online file-and-pay provides 24/7 access to a secure web-based portal.

#### 4.1.4 CITY ASSISTANCE FOR ADMINISTRATION

In order for Avenu to conduct the Administration services, we will request assistance from the City in the following areas:

##### Administration Service

1. Prior to the start of the work to be performed, the City will be asked to provide Avenu with:
  - a. the most recent registration to collect the tax;
  - b. returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
  - c. inform Avenu of any circumstances concerning current existing payees;
  - d. complete the account information requested on a Distribution Confirmation form associated with the agreement for the Administration services which includes bank account information where the payments should be deposited.

2. During the course of the engagement with Avenu the City will need to:
  - a. inform Avenu of the development of new lodging properties after a Certificate of Occupancy has been granted;
  - b. cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals; and undergo training in the use of online applications.

## 4.2 HOTEL OCCUPANCY TAX AUDITING

Avenu's Hotel Occupancy Tax (HOT) Audit and Compliance Program is designed to assist the City in realizing the HOT revenue to which it is entitled, and to educate third party collectors and remitters of HOT to ensure maximum future compliance with the City's related codes and ordinances. Our HOT findings and recommendations have been validated and accepted by third parties, including the federal and state courts, state revenue agencies, county assessors, and hotel/motel associations.

As authorized by the City, Avenu will conduct an examination of the records of the lodging properties. In the course of the audit, we will verify accuracy of filed lodging tax returns with daily and monthly activity summaries, review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries, review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns, if needed, review exempted revenue for proper qualifying documentation, review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance, and submit substantiating documentation to the City in order to facilitate collection of revenue due from lodging providers for each identified and confirmed error/omission.

Where possible, we will compare the State and federal tax filings with the lodging tax returns. We will also meet with the City, as necessary, to review findings and recommendations provide assistance in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City. Listed below are the descriptions of what each phase is comprised of.

We have three primary objectives: (1) ensure compliance in the most cost effective way, (2) the audit must not only recover tax revenue, but also must improve the relationships between the City and the hotels, and (3) the audit must not unduly burden the fully compliant lodging properties. We commit to not only providing the audit services as indicated below as expeditiously as possible, but also commit to helping the City strengthen those professional relationships and future compliance simultaneously.

Avenu's approach to HOT Analysis and Audit Compliance has proven to be effective in successfully completing lodging tax audits on behalf of our other municipal clients.

### 4.2.1 PRE-AUDIT ACTIVITY

Pre-audit activity is designed to build a strong foundation for development of a customized compliance program tailored to your local tax. In this stage, Avenu will:

1. Schedule Kick-off meeting with the City within 30 days of contract execution meeting with the City to discuss the project, meet City contacts and review the timeline, data required, etc. We begin with a kick-off-meeting to be scheduled at the City's convenience, typically within a week of receiving a fully executed contract. This meeting usually lasts about an hour and allows the lead auditor to discuss the

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project in more detail with the City representative(s) to clarify the process and the documentation necessary to begin. Most programs can be completed and submitted to the City within three (3) months from receipt of the requested data.

At this meeting, we will review with the City the documents we need (typically 36-48 months of taxpayer remittance history for each assigned audit, or for all licensed lodgers if the optional analysis is selected, and a copy of the current local ordinance). We also ask that the City inform us of any circumstances concerning properties chosen by the City for audit.

2. Establish a comprehensive inventory of all lodging properties subject to taxation by the City and the database elements (public and private databases) needed to facilitate further analysis. Upon receipt of audit list, we provide the City an Announcement Letter for each property. This letter will need to be printed on City letterhead, signed and mailed (from a City official). Alternatively, the City may provide Avenu with a blanket authorization form to be sent with our scheduling letter. This announces to the property owner that the City has engaged our services to review their financial records pertaining to the lodging tax.
3. Review the City's Hotel Occupancy Tax (HOT) Ordinance with the objective to improve revenue generation and administration by the City. We will review the City's lodging tax ordinance, return form and administrative procedures and then recommend potential enhancements to better acquaint the lodging providers of their responsibilities in collecting and paying the tax. We will then provide the City with a report which may include suggestions for new ordinance language, form design and process development, and then meet with the City to discuss our findings and identify recommendations for further review.
4. As authorized by the City, Avenu will send scheduling letters to approved properties to audit and provide a list of required documentation as well as any other necessary notifications as requested by the City. This typically takes place within 7-14 business days after the Announcement Letter is mailed.
5. Our auditors will follow up via phone and conduct an initial entrance interview to ascertain certain facts about the business as well as answer any questions the business may have and schedule an agreed upon time to complete the audit.
6. Fieldwork occurs both remotely, unless otherwise requested on-site by the City. In the course of the audit, we conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, property's condition, and business dynamics. We will verify accuracy of filed lodging tax returns with daily and monthly activity summaries, review the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries, review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns', review exempted revenue for proper qualifying documentation, review exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance, and for each error/omission identified and confirmed, submit substantiating documentation to the City in order to facilitate collection of revenue due from lodging providers. Where possible, we will compare the State and federal tax filings with the lodging tax returns.
7. We review all additional documentation and finalize the audits with either an assessment or commendation and ask the property owner to sign-off on our findings. We pride ourselves in being as unobtrusive as possible in scheduling and conducting the reviews at the property locations of those providers identified and authorized for examination

8. Final Audit Report provided to the City. We will also meet with the City, as necessary, to review findings and recommendations, provide assistance in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination, prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City. Hoteliers are often allowed the right to appeal their audit and we like the City to know that we will make ourselves available to support our audit findings, should this ever be needed. However, this rarely happens, since we provide copies of all back-up documentation supporting our findings as part of our Final Audit Report.

#### **4.2.2 OBJECTIVES AND EXPECTATIONS**

- I. Identification Phase (Analysis): In this stage of the review, Avenu gathers all the necessary data to carefully assess every lodging provider within the City. Typically, the Identification Phase consists of the following:
  - a. Identify data sources: We use several for-fee and public-domain data sources to establish the true geographical area of the City, identify the business community participants and to gather important demographic information for those participants. Over the last 30 years we have isolated the most reliable, accurate and useful datasets to improve the accuracy of our lists and to reduce the costs of projects. We are able to pass those cost savings on to our clients.
  - b. Identify with City which hotels to audit for the initial audit round.
  - c. Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, property's condition, and business dynamics.
- II. Audit and Compliance Review: Based on the results of the Identification Phase, Avenu may recommend certain lodging properties (hotels and motels) progress to a Comprehensive Review that consists of the following:
  - a. Verify accuracy of filed HOT returns with daily and monthly activity summaries.
  - b. Review the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries.
  - c. Review secondary and tertiary documentation such as bank statements to verify that deposits reconcile with the reported revenue on the HOT returns or other tax filings.
  - d. Review exempted revenue for proper supporting documentation.
  - e. The completion of the audit is dependent upon lodging providers' cooperation and full disclosure of requested information. Avenu will be able to complete the audits in the required timeline with the coordinated effort of the City and Avenu and the cooperation of the hoteliers.
  - f. Assist the City in reviewing any matters submitted by lodging providers contesting a deficiency determination.
  - g. Prepare and document any changes to the compliance review findings.

#### **4.2.3 REPORTS TO THE CITY**

In the RFP the City has requested Comprehensive Reporting/Audit Findings by lodging providers.

At the conclusion of the Identification Phase and Audit Compliance, the City can expect Avenu to:

- ▶ After conducting all the phases Avenu will submit a written compliance review report, Final Audit Report to the designated City staff member(s) that include our findings; the documentation we believe

necessary to facilitate recovery of revenue due from lodging providers for prior periods for each error/omission identified and confirmed; and draft notices of deficiency determination, commendation and warning letters as applicable, and recommendations. A report will be provided for each lodging provider reviewed.

- ▶ Coordinate with designated City official(s) to review the compliance report;
- ▶ Provide assistance to the City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- ▶ Prepare and document any changes to the compliance review findings and provide revised tax, interest or penalty amounts due the City.

#### **4.2.4 CITY ASSISTANCE FOR THE AUDIT PHASE**

For Avenu to conduct the Audit services, the City will need to work with us as follows:

1. Send Audit Announcement Letter to each lodging provider to be examined with a copy to Avenu. Avenu will prepare these letters for the City.
2. Inform Avenu of any circumstances concerning existing payees chosen for audit.

### **4.3 HOTEL OCCUPANCY TAX DISCOVERY AND RECOVERY SERVICES**

Avenu's Discovery/Recovery Services are designed to provide a full-service solution to the City's Hotel and Short-Term Rental enforcement procedures. It does not replace current functions but provides a focused and full-time solution to the identification of entities subject to taxation and/or registration by the City, which are not properly registered, or otherwise not reporting HOT to the City.

In performing the Discovery Services, Avenu will:

- a) Establish a comprehensive inventory of the entities subject to taxation by the City and the database elements needed to facilitate a comprehensive comparative analysis with the City records of those entities that are properly registered.
- b) Compare Avenu's database of business records with the City's records to identify potential non-reporting and non-registered entities subject to taxation.
- c) For unregistered or non-reporting entities identified and confirmed, assist, and direct the entities, as necessary, to complete City applicable registration process.
- d) Invoice entities (including supporting documentation) on behalf of the City for the amount of identified deficiencies, with payment to be remitted to Avenu.
- e) Exhaust all reasonable efforts to work with the taxpayer in completing registration process correctly.
- f) Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received by Avenu to the City as agreed upon in the workplan. (Avenu will follow City business rules in collecting partial payments or the tax in full at the City's direction.);
- g) Provide call center support during normal business hours to assist entities with questions concerning application of City taxes, and reporting and remittance requirements.
- h) Educate entities regarding the City's reporting requirements to prevent recurring deficiencies in future years.

## 4.4 SHORT-TERM RENTAL SERVICES

Through a Full-Service approach, Avenu provides identification, monitoring, compliance, and a revenue administration suite of solutions that maximizes compliance and enhances community experience. Our 24/7 hotline and tipform community portal allow trained professionals to respond in real-time to help address complaints and further educate the community on local ordinances and procedures.

Avenu's Short-Term Rental Solutions consist of 4 main areas:

- ▶ **Compliance.** Avenu's experts search for inaccuracies such as bedroom count, or maximum guests, false permit numbers to bring STRs back into compliance
- ▶ **Discovery & Recovery.** Avenu's STR experts will investigate to identify, monitor, and recover unknown and new STRs by utilizing advanced software tools. By using proactive, educational, and business-friendly approach, Avenu will recover funds from these newly discovered STRs and bring them into compliance.
- ▶ **Revenue Administration.** Using a suite of technology-enabled software and services our team streamlines data entry, billing, application and certificate processing, funds distribution, compliance, and taxpayer support services. Avenu administers **billions** in general fund revenue each year.
- ▶ **24/7 Hotline and Self-Service Portal.** Trained professionals staff hotline and respond immediately to citizen complaints regarding safety, noise, trash, party-houses, parking, etc. and directly contact property managers to respond to nuisances first. This self-service approach serves as a citizen tip line to report unregistered STRs and further alleviate the burden on police and municipal staff.

Our solution strategy starts with the critical assumption that Avenu will always share what we've learned in servicing state and local government with STR, Hotel/Motel and associated Accommodation Tax collections, audit and administration solutions for over 40 years. Here's what we have learned in that time:

- ▶ Software Only (Compliance and Identification) is where the previous 5-10 years of early adopters started because it was all that the market offered
- ▶ Stand-alone Tax Administration platforms and services are very mature with Avenu being the largest in the US, collecting nearly \$2B annually in local taxes across thousands of customers.
- ▶ Field Enforcement is typically very difficult to outsource and is recommended to be retained as a core competency by the City
- ▶ STR growth is outpacing local government's ability to staff, inspect, administer, and audit and is expected to continue to win share from traditional Hotels. This rate of growth outpaces local government's ability to keep up with demand at the technology and staff levels.

To meet this rapidly evolving political and community need, we have routinely focused on innovating with our customers who have been users of our traditional tax administration, audit and collection portals to bring to market the best tax administration platform and STR identification and compliance algorithm together.

This service can be used as a software only (identification and compliance for self service clients) or as a fully scalable end-to-end governance solution which includes:

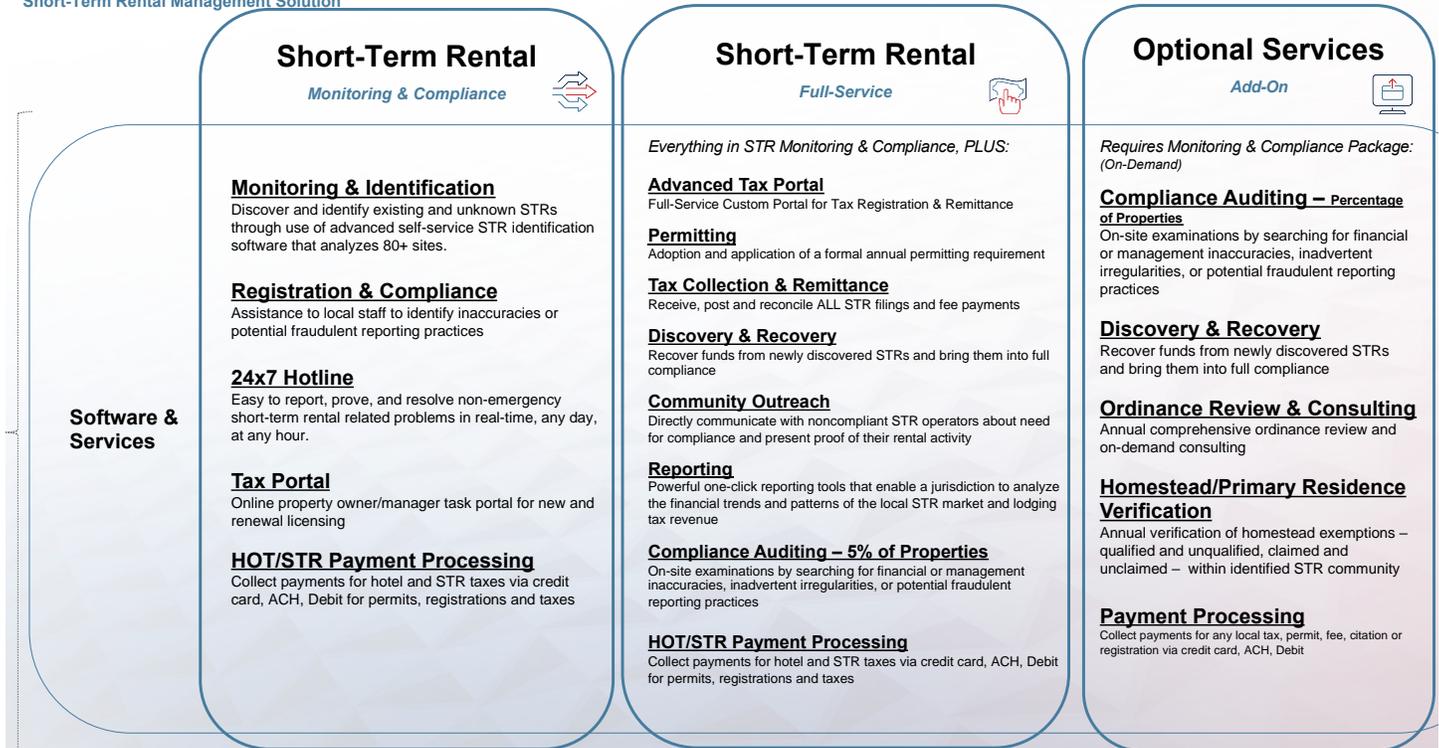
- ▶ Advanced Tax Portal for registration and remittance
- ▶ Taxpayer notifications and fulfillment
- ▶ Permitting process including multi-departmental approval workflow and notification matrix
- ▶ Tax collection and remittance
- ▶ Accommodations/Accommodation Tax audit
- ▶ Discovery and recovery for pay due to under-reporters and non-filers
- ▶ Community outreach for high volume property managers and real estate developers
- ▶ Homestead exemption validation.

Many vendors may use the label of “full service”, but it is a point of emphasis for Avenu that we believe we have rewritten the definition of what cities and counties have come to ask from the market. We have delivered on our commitment to you and to the citizens we serve that we will do our best to not just do what is required but we’ll anticipate what is needed and bring the right data, technology, and care to help local governments run more efficiently. Figure 2 helps present our core packages for easy evaluation by the City staff:

Figure 2: Variety of STR Options Available for Growing Needs

## Avenu | STR Packages

Short-Term Rental Management Solution



### 4.4.1 STR MONITORING

Avenu’s STR solution is the only solution that execute listing data collection for **over 80 unique websites**. To maximize data capture, we go beyond the “Big 4” platforms (AirBnB, Expedia, TripAdvisor, and Booking.com) to acquire listings from nation-wide Vacation Rental Management Agencies (ex: Evolve, Sonder, Vacasa, Turnkey) who have weaned themselves off the Big 4, alongside the hundreds of locally-based property managers nationwide that have their own off-platform booking and advertising pages. Avenu STR reviews search engine results 5 pages deep with different keywords/destination combinations to find organic STR inventory which allows us to go above and beyond our competitors.

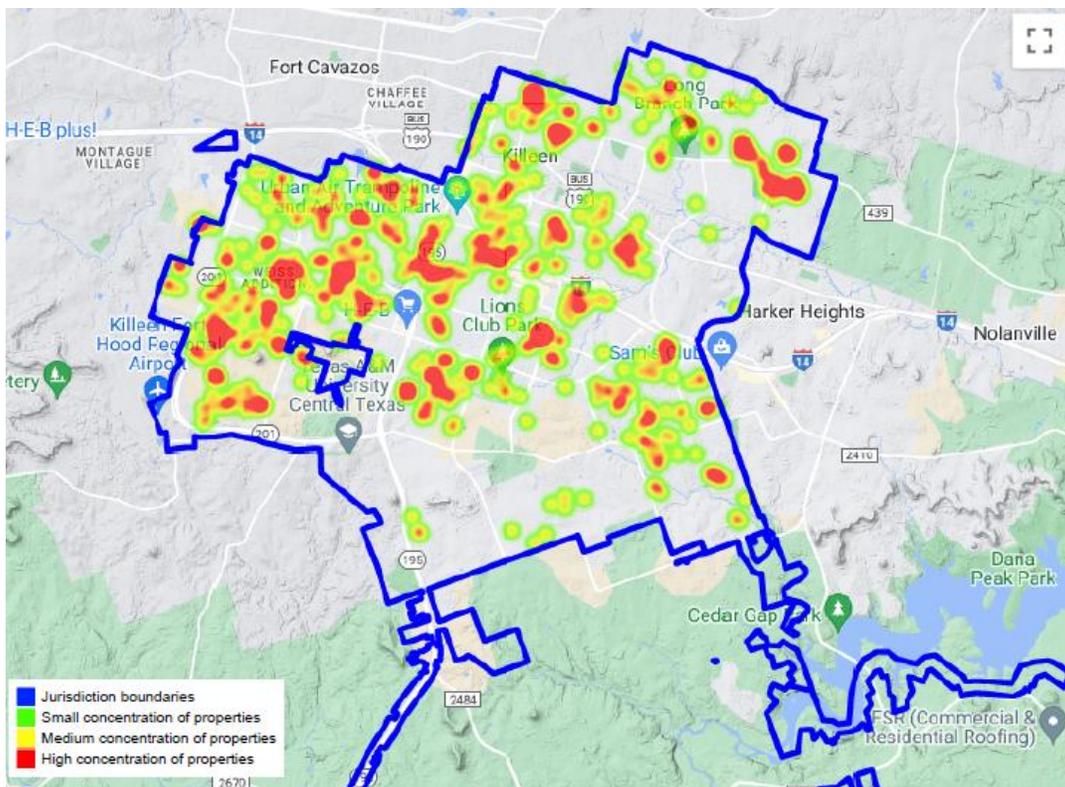
**Avenu STR executes listing data collection four times per week, once in each of the four-time intervals: 1) Weekday, 2) Weeknight, 3) Weekend-day, and 4) Weekend-night.** By staggering data collection, we acquire “vampire” listings that become active at night and removed during the day to avoid detection. This is another example of how Avenu’s proposed solution rises above competitors to truly collect all listing that are active on STR websites. With our years of expertise, we are solving STR monitoring problems many of our customers didn’t know they had! Avenu’s STR solution covers 80 different websites shown in Figure 3.

Figure 3 - Avenu's STR Solution cover 80 different sites



Using a shapefile of City's boundaries, Figure 4 is an inventory of STRs from 80 different websites. The inventory for local popular websites includes what our analysts dug up after deep analysis of online websites for organic, original inventory. They include:

Figure 4 - Short-Term Rental Heatmap for [CUSTOMER NAME]



#### 4.4.2 STR ANALYTICS AND DASHBOARD

Avenu STR understands the power of Dashboards and a summary of information that is useful when determining the effectiveness of a STR compliance program. We offer several different property and data source analytics and revenue and occupancy statistics based on the data collected. Below depicts a small sample from a menu of options to choose from.

If the City is looking for certain analytics, let us know and we will be more than happy to discuss. Figure 5 shows the overview, and Figure 6 shows a sample chart from our dashboard related to Property Type, Room Type, Bedrooms, Nightly Rate, and Occupancy Percentage.

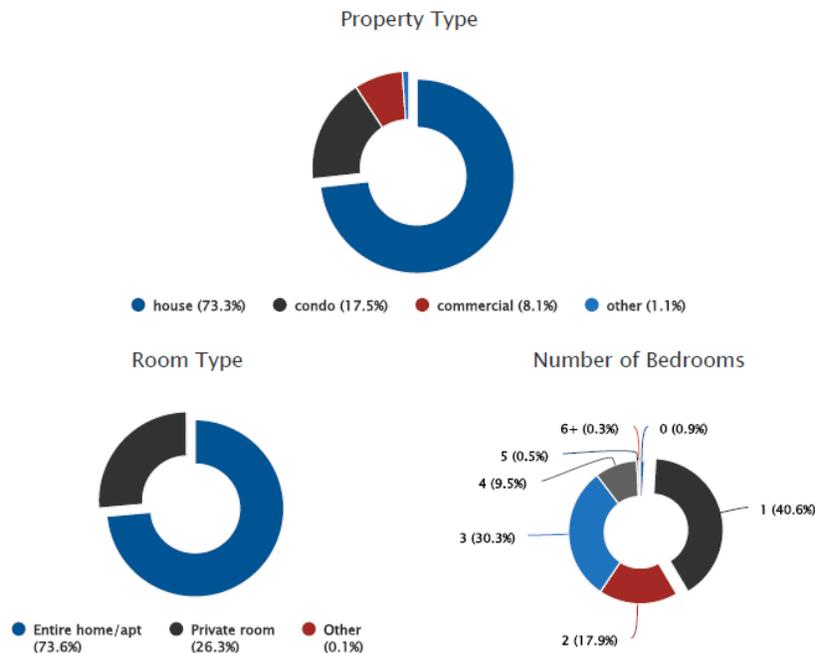
Figure 5 - STR Overview for Killeen, TX

<b>829</b>	STR active and intermittent listings
<b>355</b>	STR listings added in the past 30 days
<b>358</b>	STR listings added in the past 90 days
<b>362</b>	STR listings added in the past 365 days
<b>608</b>	entire home STR listings
<b>221</b>	shared home STR listings
<b>\$23,282,024</b>	estimated gross revenue per year
<b>\$1,629,741</b>	estimated lodging taxes due per year (7%)

The overview below is an estimate and could include duplicate listings. Avenu’s experts estimate there are between 400 and 800 STRs.

#### 4.4.3 RENTAL STATISTICS

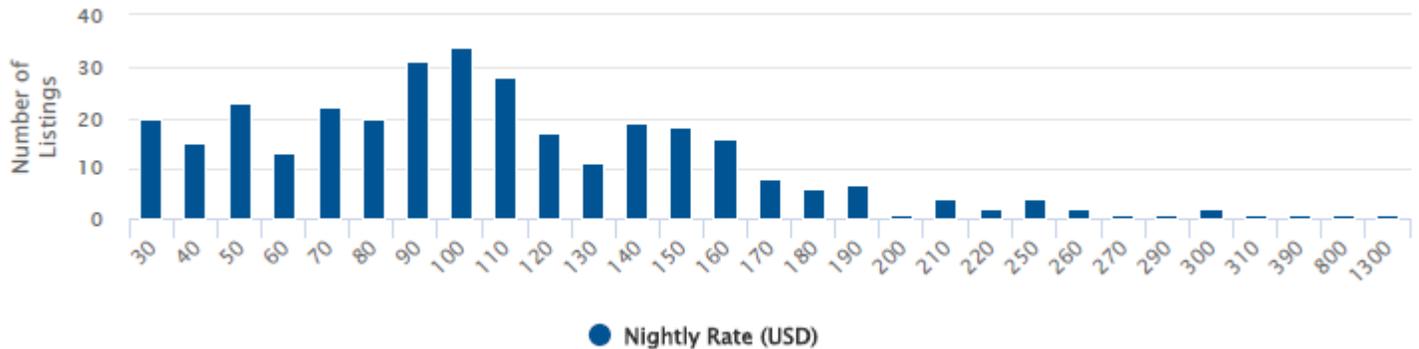
Figure 6 - Rental Statistics by Property Type



#### 4.4.4 NIGHTLY RATES

Figure 7 depicts a histogram of the average nightly rates within the City, which reveals an average nightly rate of \$109.91 for STRs in the City of Killeen.

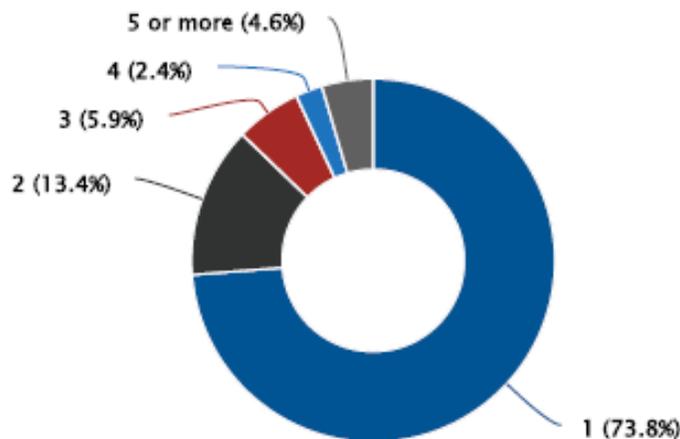
Figure 7 - Nightly Rate Histogram (\$109.91 average)



#### 4.4.5 NUMBER OF PROPERTIES BY OPERATOR

Figure 8 below is a histogram demonstrating the number of properties by operator. When single-property operators are 75% or less, that generally trends towards a real estate speculator-rich environment. Here, we can see that for the City of Killeen, 73.8% of properties have only one (1) operator.

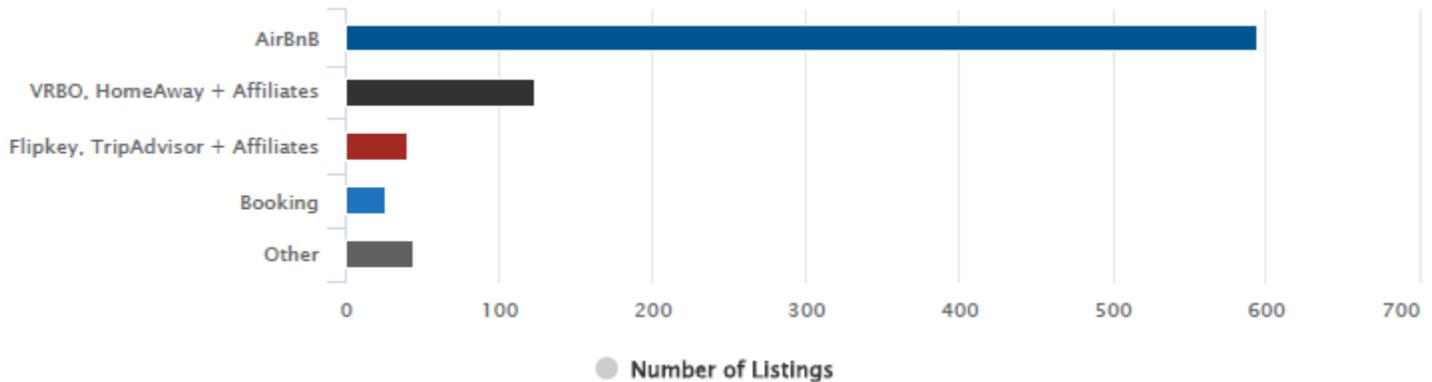
Figure 8 - Shows the number of properties by operator



#### 4.4.6 CITY OF KILLEEN INVENTORY BY DATA SOURCE

Figure 9 below shows the City’s STR inventory by data source, with a total of approximately 829 STR listings. As you can see below, the majority of the City’s listings are on AirBnB, with nearly 600 of the 829 listed being on the site.

Figure 9 - Inventory by Data Source



#### 4.4.7 ADDRESS IDENTIFICATION

##### 4.4.7.1 DE-DUPLICATION

Many listings posted online are duplicates of one another. Without de-duplication of listings, several issues arise including:

- ▶ Unable to accurately assess estimated sales and taxes owed to the City
- ▶ Unable to verify that the correct permit is being used for the specific advertised rental unit

Avenu’s proposed STR solution has developed proprietary matching technology coupled with human analyst verification to mitigate this issue. Our STR software first deploys its matching technology that deciphers duplicates through metadata found in a listing including but not limited to business license numbers, locations and listing photos. A sample of a de-duplication Comparison View is shown in Figure 10.

Anything not caught by the system will automatically have a secondary review by human analysts who categorize them in the following manner:

1. Rent out the exact same house/condo
2. Rent out different bedrooms in the same house/condo
3. Rent out different condo/houses

Our solution leverages advanced techniques based on Artificial Intelligence algorithms to detect duplicates and enhance identification capabilities.

Figure 10 - Sample Comparison View of De-Duplication

Listing ID	a_16664863 (1) Unverified, Inactive	a_18369397 (8) Addr/Operator/Same Owner Known, Zombie	v_1075376 (8) Addr/Operator/Same Owner Known, Active	a_19583448 (10) Duplicate, Inactive	a_20151840 (1) Unverified, Inactive	a_40397331 (6) Addr/Owner Known, Intermittent	a_41696073 (5) Address Identified, Active	a_43623524 (1) Unverified, Active	v_1525912 (8) Addr/Operator/Same Owner Known, Active	v_3295838ha (6) Addr/Owner Known, Active
Webpage	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]
Title	Cozy Townhome, walking distance to the beach	Entire Private Guest House Walk to the beach	Private Guest House Walk to Ocean	Apartment Yacht Club for 4 persons	The Villa - Charming near the beach!!	Unique 75+ Art Gallery Beach House Walk to Ocean	Mixed Use Event Space / Vacation Rental Art House	Event Space, Reception, Corporate & Retreats Venue	Luxury coastal style home minutes from the beach	UNIQUE ART HOUSE FORT LAUDERDALE BEACH STEP FROM GALLERIA LAS OLAS WALK TO OCEAN
Room size	1 BR 1BA	2 BR 2BA	2 BR 2BA	2 BR 1BA	1 BR 1BA	4 BR 2BA	8 BR 5BA	8 BR 5BA	4 BR 3BA	4 BR 2BA
Address	2531 Northeast 8th Street [Google Maps]	735 Intracoastal Dr [Google Maps]	735 Intracoastal Dr [Google Maps]	735 Intracoastal Dr [Google Maps]	712 Intracoastal Drive [Google Maps]	2600 NE 9 STREET [Google Maps]	820 NE 26th Ave [Google Maps]	[Google Maps]	720 NE 26 AVE [Google Maps]	2600 NE 9th St [Google Maps]
Photos: kitchen [+/-]										
Photos: bedroom [+/-]										
Photos: bathroom [+/-]										

De-duplication of listings is important to verify that the correct permit is being used for each advertised rental unit and to accurately assess estimated sales and taxes owing by summing reviews on each STR website.

#### 4.4.7.2 IDENTIFICATION WORKFLOW - HOUSES

After collecting all the raw data and putting it through our various proprietary systems and processes, Avenu's proposed Avenu STR solution has a team of experienced analysts, who are **personally trained by Senior Analysts with over 15 years of combined identification experience**, to conduct full identifications that provides the City with a court-defensible case history evidence report for each listing. Avenu's trained analysts use dozens of different public record sources to establish first/last name, business name, and exact address of the STR operator. Our proprietary toolbox includes:

- ▶ Matching up host information on social media or any other public website
- ▶ Using public records to search phone number, business name, person name, property address
- ▶ Use mapping and property data to identify the property put for rent and homeowner

The Avenu proposed solution's unmatched effectiveness is based on two key points:

- ▶ High data collection frequency allows for close STR monitoring, accurate calendar and bookings data, and prevents "vampire" STRs
- ▶ At least 2 supporting evidence screenshots have to overlap for a correct identification

If an Analyst cannot successfully identify the STR, she will escalate it to our Senior Analysts who then complete the identification relying on their expertise. Our progress bar of identification is front and center in the Dashboard report, showing you how we're working hard every day to identify rentals to get you to 100% compliance. Our solution leads the industry by **providing at least two pieces of supporting evidence for every single non-compliant STR operator identified**. Other competitors make you jump through hoops and wait for the crucial evidence required in the event of a dispute. For example, consider the evidence in a

typical case showing five pieces of supporting evidence in Figure 12:

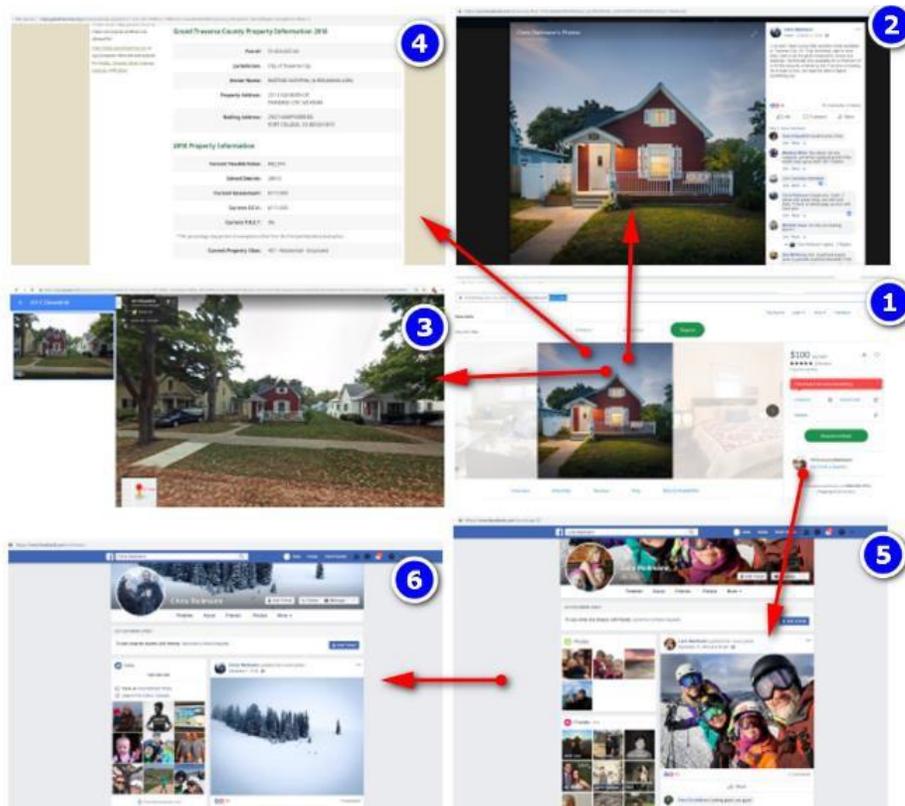


Figure 11 - Sample of Supporting Evidence Provided

1. VRBO listing of the STR with the external view of the house
2. Matching photo on Facebook page of same STR
3. Google Street View of same STR
4. The County Appraiser Record showing ownership, exact address, sale data, square footage and more. Our competitors typically do not provide this screenshot and thus your staff will need to do it themselves
5. The profile photo from VRBO matches the photo on the host's Facebook page
6. The host's spouse has a similar picture on her Facebook page.

#### 4.4.7.3 IDENTIFICATION WORKFLOW – CONDOS

Avenu STR has monitored over 120,000 STR listings for both rural and high-density urban customers. The City has both types of land use where STRs operate. Condo units are generally more challenging, due to the inability of Street View technology to sleuth the units. However, Avenu's trained, non-crowdsourced analysts leverage many other data sources, such as real estate listings, other listings posted on the manager's own booking website outside of the STR platform, and long-term apartment rental listings.

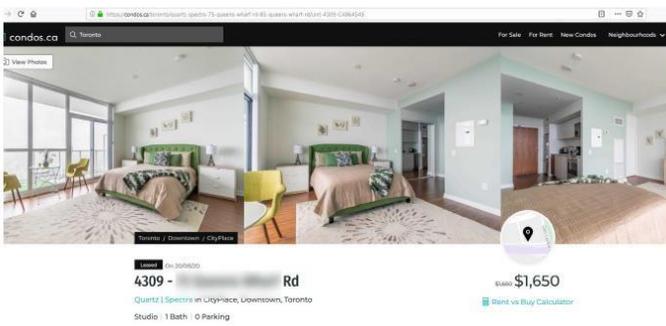
In Figure 12 below, Avenu's STR solution also leverages interior and exterior views of the unit to look at the floor and the angle of the view to compare other known unit numbers, views, and perspectives.

Figure 12 - Avenu's AI auto-determined this unit is on the 24th floor. By using the horizon line, the trained AI can approximate the altitude of the unit and divide by 10' per floor



In Figure 13 below, Avenu determined the left-hand photo from AirBnB that the interior of this unit matches the interior decorations as shown on the sale of this 43<sup>rd</sup> floor listing, located on Condos.com.

Figure 13 - Interior comparisons



#### 4.4.7.4 CASE HISTORY – EVIDENCE

Figure 15 provides a Case History report with links for the listing and the operator respectively. The case history contains the following features:

- ▶ 17 Unique Sections including 67 data points assisting the City to determine tax and code compliance
- ▶ Access to all extracted data from original listing including high quality photos and metadata
- ▶ Listing Screenshot that is an exact multi-screen JPG of the live platform listing time-stamped
- ▶ Clear, organized format of all verified data from human analysts including links to the data sources of the supporting evidence
- ▶ Easy access to license and compliance information at the top of your screen
- ▶ Ability to add compliance notes tools that are automatically attached to the case history when working on a specific case, including when a customer phones in to agree/dispute letters
- ▶ Edit Mode allowing City staff to enter any additional information as necessary
- ▶ Print to PDF function that is fully customizable by section

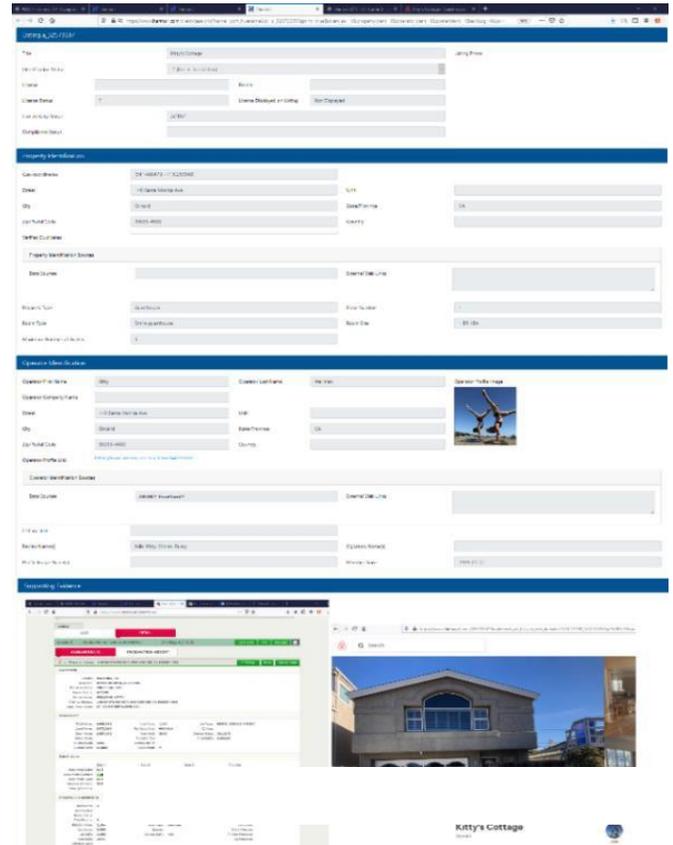
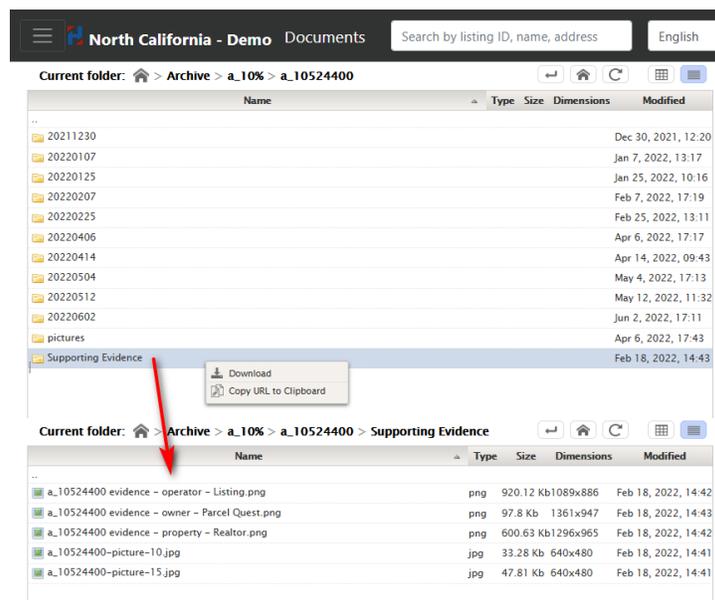


Figure 14 - Case History Report Example

#### 4.4.7.5 WEB PORTAL ARCHIVE

The Web Portal – Sample Views are shown in Figure 15. The Avenu Team’s proposed solution allows easy access to supporting evidence, Listing Archive Folder, and Export to PDF.

Figure 15 - Easy Access to Supporting Evidence

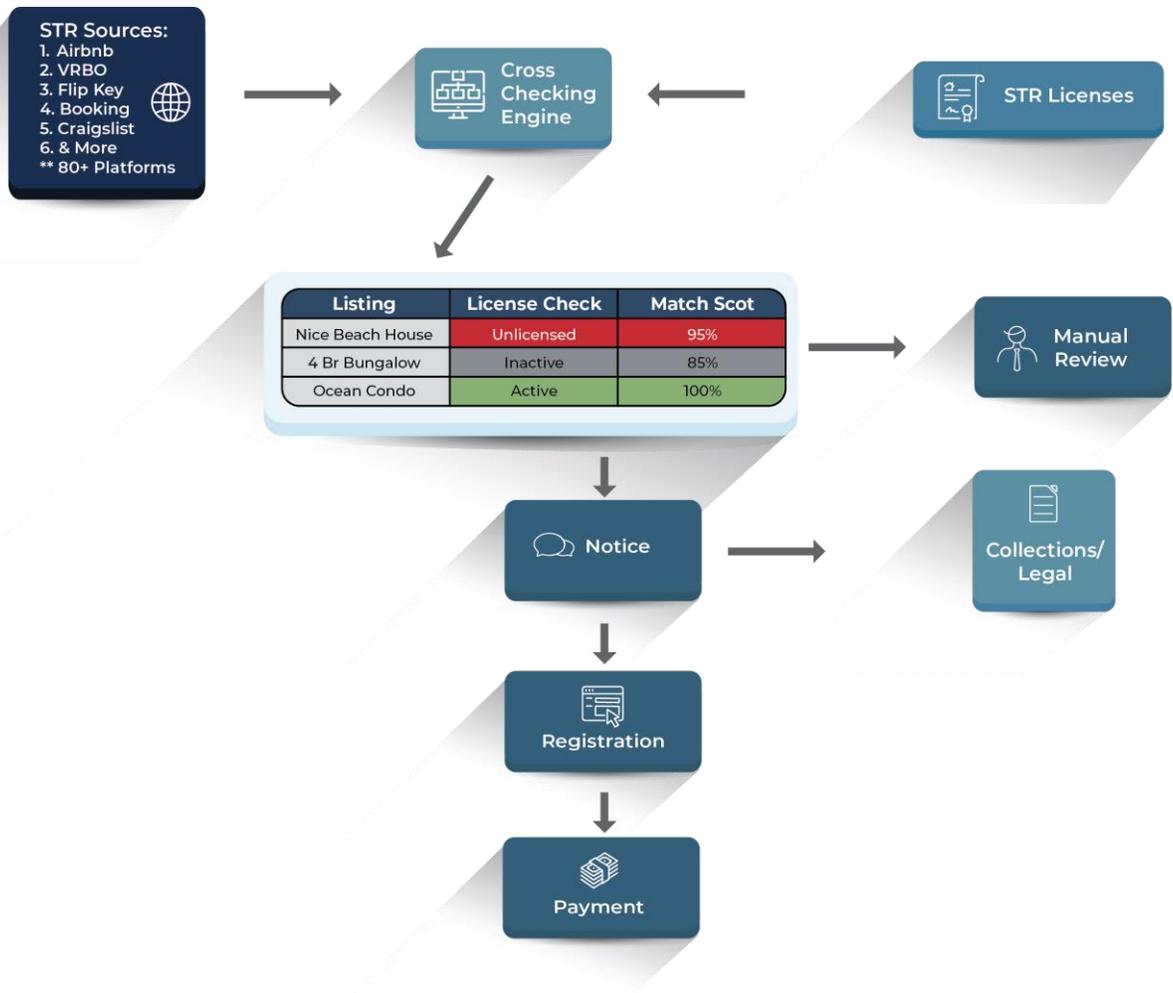


4.4.7.6 STR COMPLIANCE AND ENFORCEMENT

Figure 16 on the following page is a sample Licensing Workflow, which includes a cross-check of all STR data sources, against the business license and STR permit database and produces a report. Active-licensed listings won't be reported to you, they will simply be filtered out to not waste your time. Unlicensed and Inactive Licensees will be sorted by priority score and reviewed by our trained analysts if required.

Once the review is completed, the Notice letters can be auto generated by our software. Once the STR operator receives the notice letter, she can then go through the registration process and become compliant. The new licensee will then be fed back into the database for next month's cross-checking report and will no longer be sent any Notice letters.

Figure 16 - Licensing Workflow



#### 4.4.7.7 COMPLIANCE AND OUTREACH

As presented in the above sections, Avenu's proposed solution's capabilities will allow us to identify STR operators and exact addresses. With this data, we will contact and communicate with the unregistered short-term rentals to elicit registration and compliance with municipal code.

Avenu's collective experience regarding STR operator outreach is that STR non-compliance notice is best served on plain black/white letter, with personalization directed on the letterhead within a #10 envelope, and only the STR address is listed in the inquiry. Once the STR operator engages in a dialogue with the agency disputing the letter, then that is the point where supporting evidence can be cited. All can be found readily available on the web portal.

The phone outreach can coincide with the letters or can be in sequence with a delay between round #1 and round #2 of 30 days to allow citizens to become compliant, and for City staff to complete their paperwork. Avenu/Customer will be responsible for mailouts and STR operator outreach regarding unregistered STRs. The STR operator will likely respond in the following manner:

In all these situations, our trained outreach staff will have Avenu's proposed STR reports with all supporting evidence at their fingertips.

1. Skepticism that our company truly represents the City and not to disclose any information
2. They are only renting out long term either listed 31+ minimum nights in the ad, or denial saying they have a long-term tenant or relative occupying the property
3. Denial of operating an STR or alternatively "I am just the cleaning lady, I'm not the boss"
4. Having personal guests over or personal use of the property that didn't pay to stay at the STR
5. Was not aware they were doing anything wrong

Some examples of the evidence that can be leveraged for compliance include:

- ▶ In situations (1 and 5) it is very easy to refer to existing City ordinances and laws related to STRs.
- ▶ In situation (2), the columns "Shortest Stay Duration" and "Shortest Stay Dates" can be presented to the STR operator as possible proof of a stay that is below the exemption threshold of 31 nights. For example, Shortest Stay Duration=2 and Dates 2018-12-14 to 2018-12-16 (Friday to Sunday) may indicate that the STR operator rented the unit for a weekend
- ▶ In situation (3), the name was obtained from reliable sources mentioned earlier through data triangulation between public record, the STR listing itself, and social media.
- ▶ In situation (4), the indication of reviews left by different travelers (of different countries and ethnicities) will prove that the guests are not friends or family but in fact stayed and paid for it through the STR platform.

Figure 17 presents an auto-generated mail merged letter, and activities questionnaire with pre-populated listing ID #s to assist with addressing the compliance gap. Listings with Identification status "Owner/Address Match" will go to owner/operators, and Identification status "Operator/Address Match" will go to property management agencies and the language of the letter can be adjusted for each.

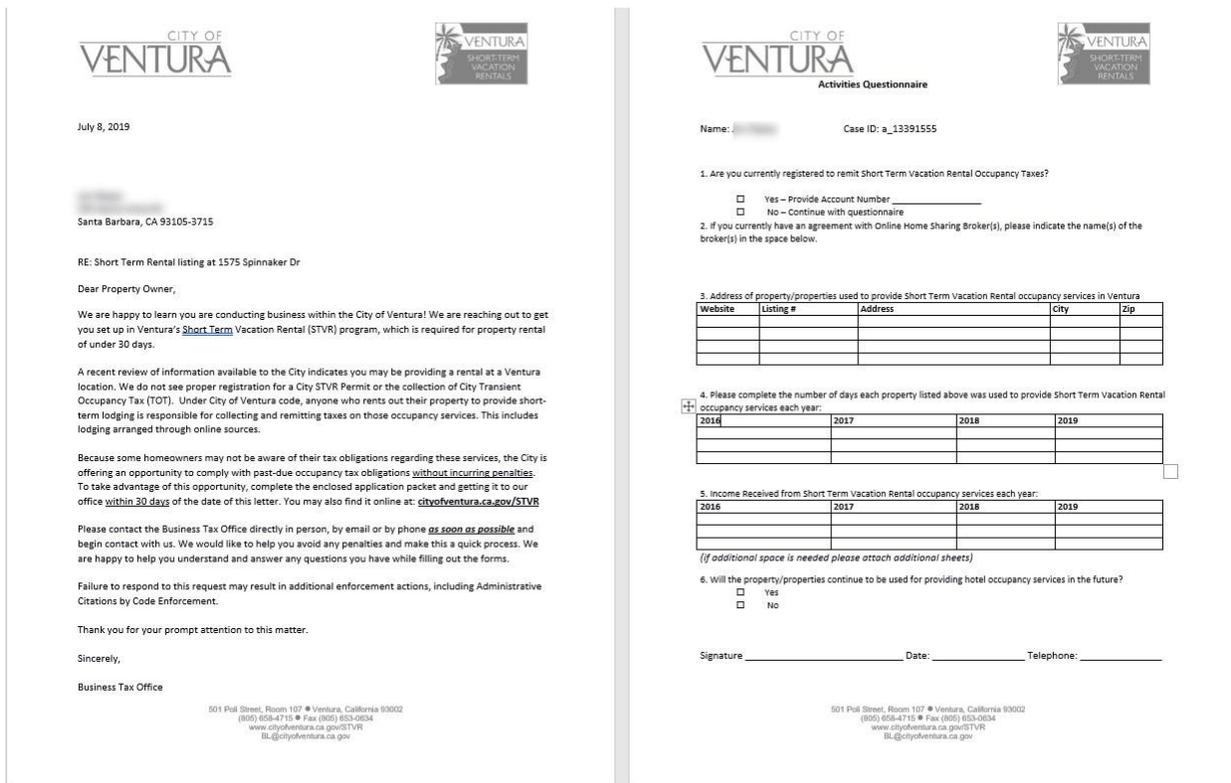
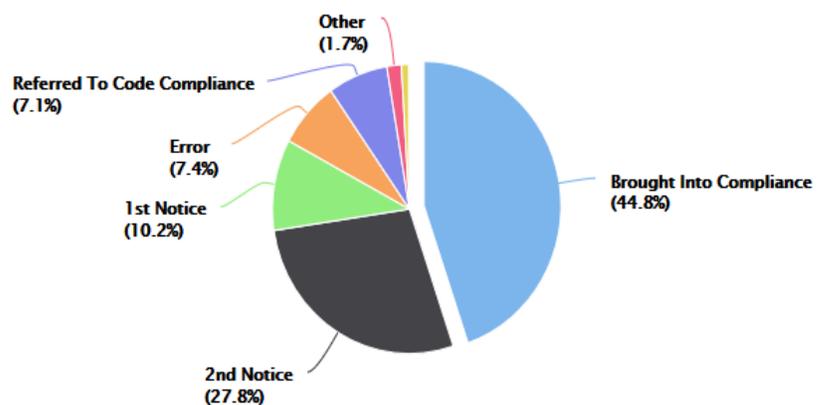


Figure 17 - Auto-Generated Mail Merged Letter

Avenu’s proposed STR solution will accept monthly uploads of STR operators that are filing Lodging Tax and/or permit and/or business license data, to measure which STR operators are now in compliance and who has not.

Figure 18 - Sample results for phone and letter-based outreach

Figure 19 presents example results for outreach and the positive outcomes obtained by bringing new and unregistered STR operators into compliance. As mentioned above, Avenu’s proposed solution provides the capability to make the initial contact to educate the STR operator of their obligations and proceeds to actively working to collect. We will **support both English and Spanish** to simplify the phone outreach process.



Avenu’s proposed solution is backed by 30 compliance analysts on staff who have experience with the above workflow, with educating customers, and gaining compliance numbers as shown above. Avenu will assist the City with various tasks, including:

- ▶ Lookups on STR ads on specific addresses that don’t show up in our reports
- ▶ Investigate disputes to obtain the supporting evidence required by the City

- ▶ Update case history records when STR operators provide completed forms and licenses to the City to avoid future letters
- ▶ Correct returned mail that City staff receives, in the rare occasion of an error

Once the STR operator is in the STR system, automated reminders are sent out each month encouraging a timely remittance of lodging tax. Furthermore, customer service phone numbers are provided for STR operators to first contact Avenu before contacting the City for support, which **saves you dozens of hours of time on the phone assisting citizens**. Reminder emails are also sent regarding renewal of their permits.

#### 4.4.7.8 COMPLIANCE ANALYTICS

Avenu’s STR web portal also has add-on offerings to enhance the compliance effort.

- ▶ Calendar booking analytics which track when bookings are made on the STR operator’s booking calendar. Example in Figure 20 shows statistics on average stay frequency and stay duration. Beside the Revenues module of each Case History, a user can pick a specific Calendar Download Date to download a CSV file containing discrete check-in, and check-out dates that were **not available** to a guest at the time the calendar was checked. **Note:** calendar blocked dates do not guarantee a revenue-generating stay occurred.
- ▶ Timestamped JPGs (Figure 20) which are web-browser rendered (WYSIWIG) format snapshots of what the STR listings looked like live on the platform. This is very useful for fly-by-night listings that only pop up for short periods of time, accept a booking and then shut down.
- ▶ Edit Log records, which enumerates how all information changes, when it changes (date/time, field, old value, new value). This is useful for code compliance cases when the number of bedrooms or maximum guests listed exceeds what is allowed per ordinance.
- ▶ Quickly and easily add compliance notes for people who call in and agree, dispute, or have questions on the letters they receive (Figure 21). Notes entered keep us updated on your activities to suppress those leads for next month, so that you don’t get the same leads every month. This maximizes the efficiency of going through the data.

### Calendar Bookings Analytics

Figure 19 - Booking and Reviews Data Including Average Stay Length and Stay Frequency

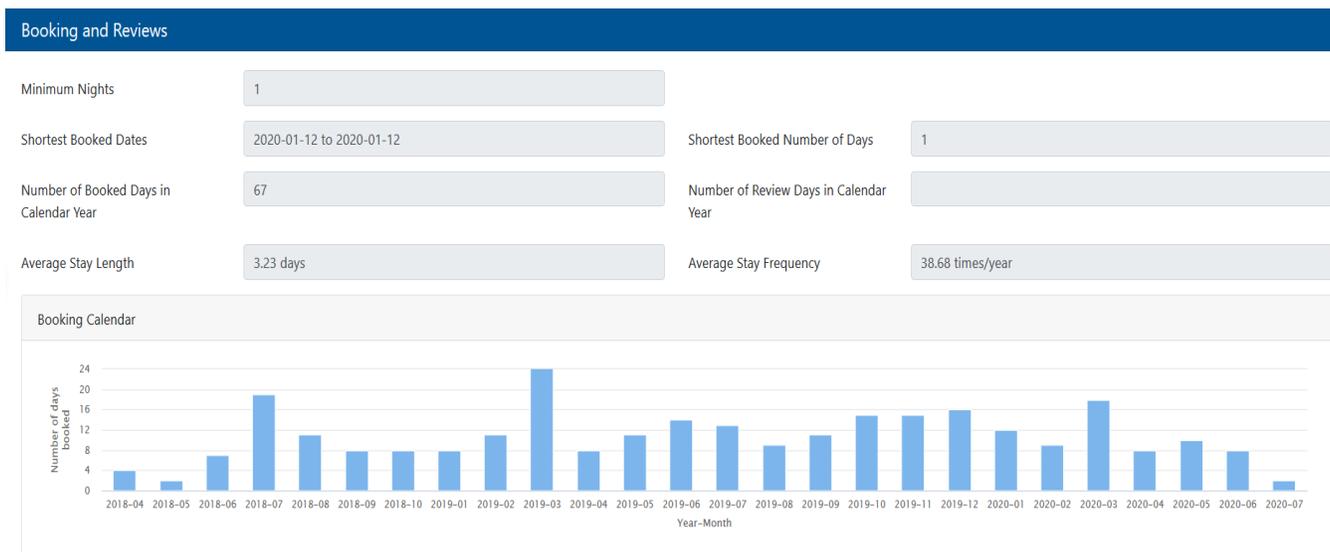


Figure 20 - Time Stamped JPG

The screenshot shows a web application interface for 'North California - Demo'. It features a navigation bar with 'Go to...' and 'Edit/Save' buttons. Below the navigation bar is an 'Activity Timeline' section. The main content area is titled 'Listing Screenshots (47)' and contains a table with the following columns: 'Date', 'Name', and 'Content'. The table lists various listing screenshots from 2021 to 2022. A red arrow points to the entry for '20220225\_listing-screenshot.jpg'.

Date	Name	Content
2022-02-25	20220225_listing-screenshot.jpg	Open in new tab
2022-02-25	20220225_listing.html	Open in new tab
2022-01-25	20220125_listing-screenshot.jpg	Open in new tab
2022-01-25	20220125_listing.html	Open in new tab
2021-12-30	20211230_listing-screenshot.jpg	Open in new tab
2021-12-30	20211230_listing.html	Open in new tab
2021-12-06	20211206_listing-screenshot.jpg	Open in new tab
2021-12-06	20211206_listing.html	Open in new tab
2021-12-03	20211203_listing-screenshot.jpg	Open in new tab
2021-12-03	20211203_listing.html	Open in new tab

**Compliance Notes Tracking**

Figure 21 - Track Compliance Notes, Disputes and Activity

The screenshot shows a web application interface for 'Frisco TX Short Term Rentals - Compliance Activity'. It features a search bar and a filter button. Below the search bar is a bar chart titled 'COMPLIANCE OVERALL' showing the number of compliance notes for various categories. Below the chart is a table titled 'Compliance Activity' with columns: 'id', 'User/Officer', 'Case ID', 'Time', 'Target Date', 'Activity/Status', 'Details', 'Resolution', 'Name', 'Phone', 'Email', 'Address', and 'Explanation'.

Category	Count
1st Notice	150
2nd Notice	85
Non-Compliance	2
Brought Into Compliance	154
Error	22
Escalated / Referred	10
Other	209

id	User/Officer	Case ID	Time	Target Date	Activity/Status	Details	Resolution	Name	Phone	Email	Address	Explanation
637	automated	v_	2023-01-27 00:00:00		ANALYST NOTES	Presumed duplicate of						
636	automated	v_	2023-01-27 00:00:00		ANALYST NOTES	Presumed duplicate of a_5						
624	p_	a_70675	2023-01-26 00:00:00	164	THIRD LETTER SENT	Code Enforcement sent third letter						
623	p_	a_60218	2023-01-26 00:00:00	764	THIRD LETTER SENT	Code Enforcement sent third letter						
625	p_	b_	2023-01-26 00:00:00		THIRD LETTER SENT	Code Enforcement sent third letter						
626	p_	a_	2023-01-26 00:00:00		THIRD LETTER SENT	By Code Enforcement						
632	p_	a_	2023-01-26 00:00:00		THIRD LETTER SENT	Code sent third notice						
635	p_	a_	2023-01-26 00:00:00		THIRD LETTER SENT	Code Officer sent third letter						
620	automated	v_	2023-01-24		ANALYST NOTES	Presumed duplicate of						

Avenu’s system is capable of integrating with 3rd party software through different methods manually and/or automated. Our automated integration process involves an API setup that establishes connection to your database to push and pull data at a set frequency.

Our manual integration method includes an export/import process of XML, CSV and XLSX files. This method allows staff to export data in a set format from the source system and import that said data into the destination system assuming data field mappings have been established and completed.

#### 4.4.8 SAMPLE REPORTS

Avenu fully understands the importance of a simple, easy to use, and intuitive way to run reports. Avenu’s proposed solutions’ interface has been designed following two main principles:

- ▶ Be as simple as possible while covering all the needs of the user.
  - We have iterated with users until finding the optimum design implemented in the current version of the Avenu STR solution.
- ▶ Be as intuitive as possible, so that the learning curve can be accomplished in few hours. None of the City’s employees will require more than 2 hours to become familiar with the tool and to leverage its potential.

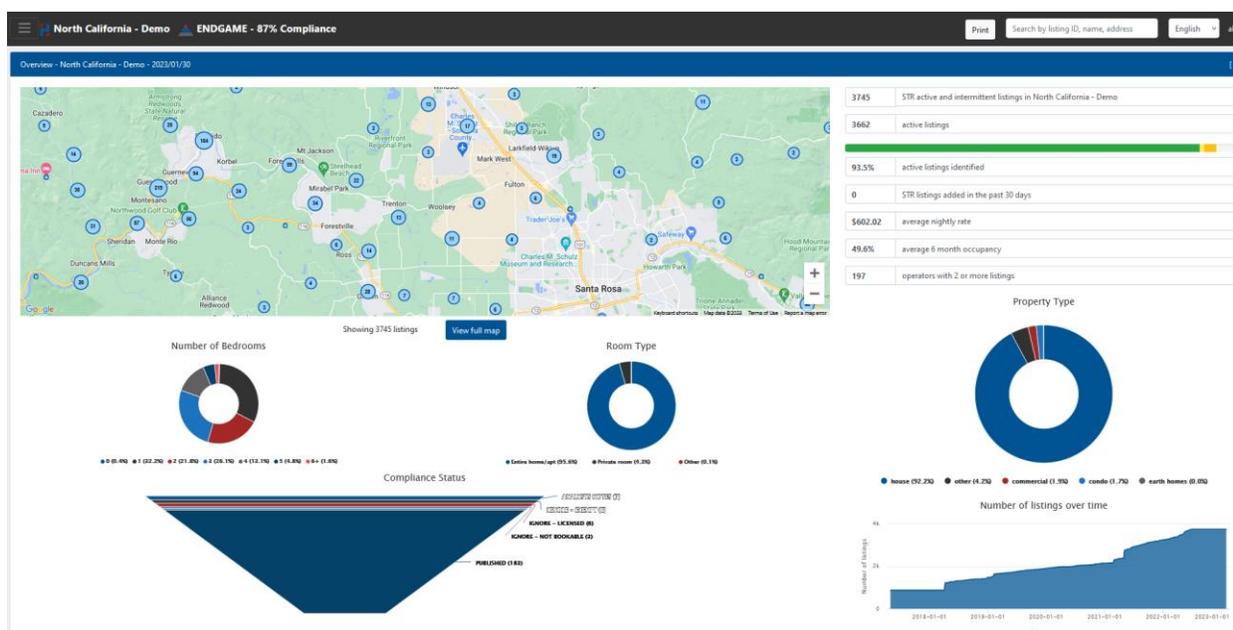
Easy navigation from start to information:

- ▶ Minimum number of clicks required to get to Case History
- ▶ Mobile-friendly interface
- ▶ Edit Mode – perfect for field work by Code Compliance

##### 4.4.8.1 DASHBOARD, MOBILE READY AND SEARCHING

Shown below is the Web Portal – Sample View (Figure 22) of Avenu Team’s proposed solution which has a three-Line Corner Menu to access all modules, Bubble Map showing STR density, and Charts for compliance and analytics

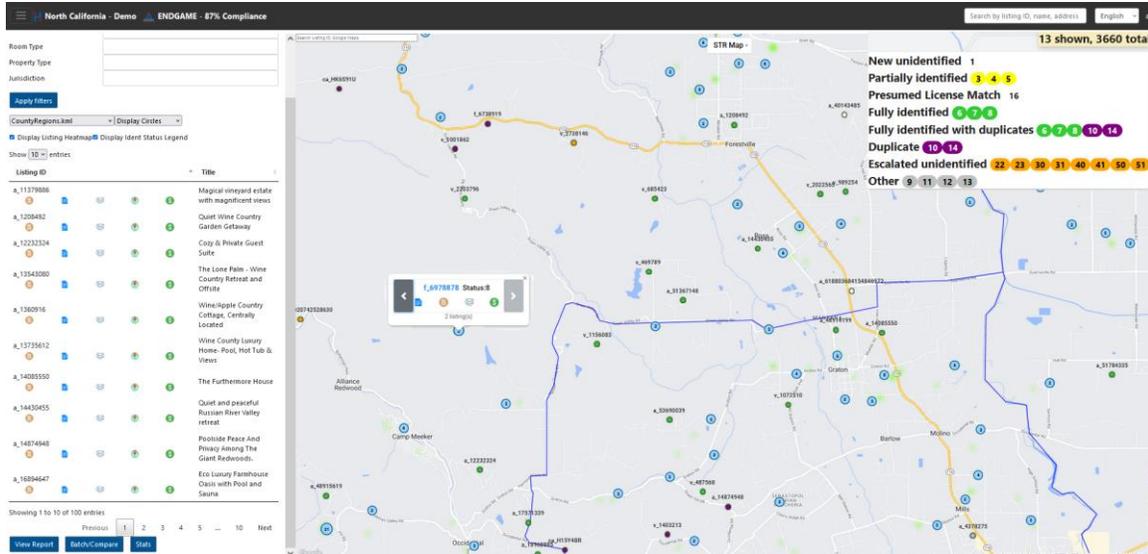
Figure 22 - Sample Web Portal View



Identification Progress Bar on the right shows you progress being made (including escalations) in real-time by our STR Analysts who are working through daily listings to determine if it's a new property to the data set or an additional listing for an established permit.

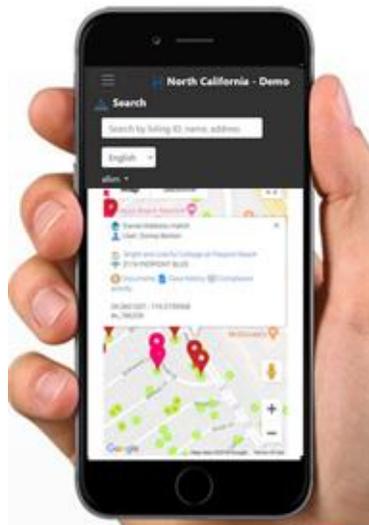
Shows a Map-based navigation which shows the Identification Status in the legend, and list-results as if you're using Google Maps!

Figure 23 – Map based navigation with legend for Identification Status



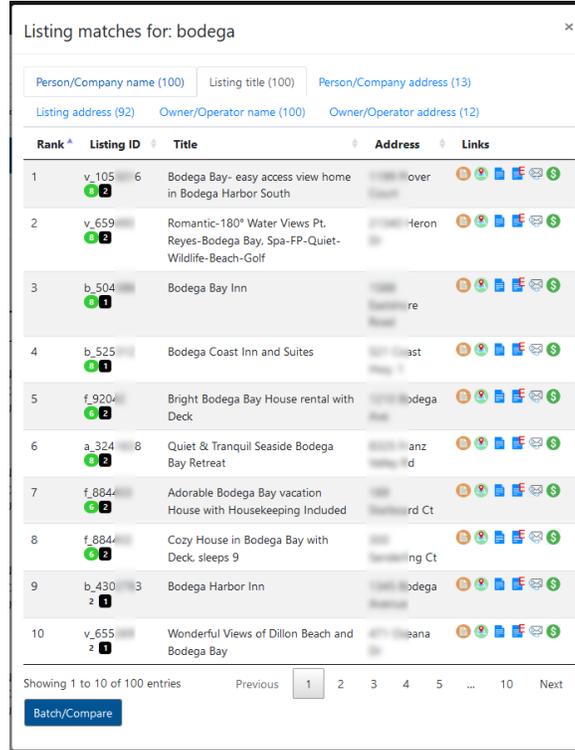
Our proposed solution is mobile ready with a web portal can be accessed from desktop PC's Macs, mobile, or tablet and will adapt to the screen size of each, as shown in Figure 24.

Figure 24 - Mobile Ready



Avenu’s proposed solution allows for search by address, owner name, operator name, parcel number, permit number, URL, Listing ID (see Figure 25) and results are grouped.

Figure 25 - Variety of Search Options Available

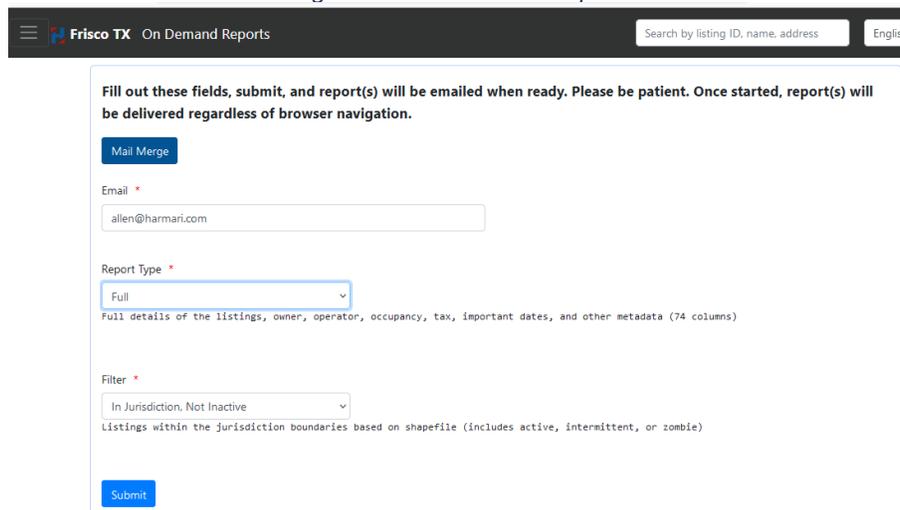


Rank	Listing ID	Title	Address	Links
1	v_105	Bodega Bay- easy access view home in Bodega Harbor South	over	[Icons]
2	v_659	Romantic-180° Water Views Pt. Reyes-Bodega Bay, Spa-FP-Quiet-Wildlife-Beach-Golf	Heron	[Icons]
3	b_504	Bodega Bay Inn	re	[Icons]
4	b_525	Bodega Coast Inn and Suites	ast	[Icons]
5	f_920	Bright Bodega Bay House rental with Deck	bodega	[Icons]
6	a_324	Quiet & Tranquil Seaside Bodega Bay Retreat	anz d	[Icons]
7	f_884	Adorable Bodega Bay vacation House with Housekeeping Included	rd Ct	[Icons]
8	f_884	Cozy House in Bodega Bay with Deck, sleeps 9	ng Ct	[Icons]
9	b_430	Bodega Harbor Inn	bodega	[Icons]
10	v_655	Wonderful Views of Dillon Beach and Bodega Bay	eana	[Icons]

#### 4.4.8.2ON-DEMAND EXPORT REPORTS

Rather than requesting a monthly report, Avenu’s STR solution makes the process of getting a report as simple as possible. You can request any of our seven different reports with six different filters (see Figure 26). With a few clicks you have direct access to exactly what you need. We can even schedule weekly or monthly emails with progress reports attached.

Figure 26 - On Demand Reports



**Frisco TX** On Demand Reports Search by listing ID, name, address English

Fill out these fields, submit, and report(s) will be emailed when ready. Please be patient. Once started, report(s) will be delivered regardless of browser navigation.

Email \*

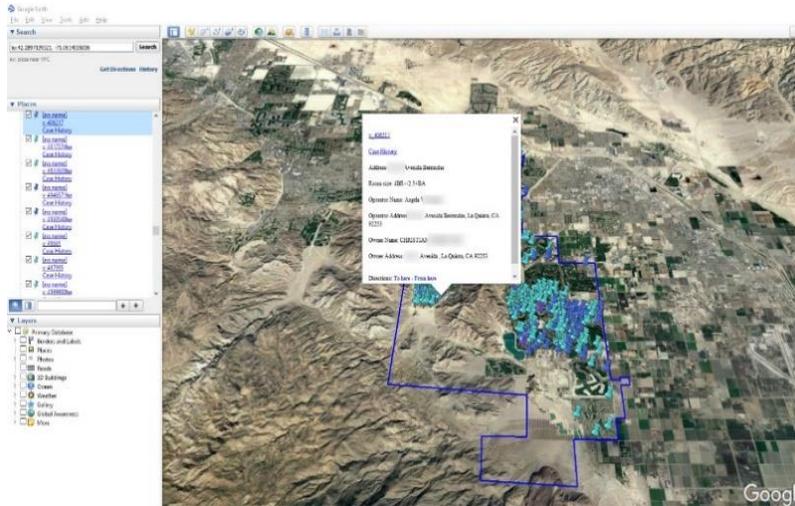
Report Type \*  
  
Full details of the listings, owner, operator, occupancy, tax, important dates, and other metadata (74 columns)

Filter \*  
  
Listings within the jurisdiction boundaries based on shapefile (includes active, intermittent, or zombie)

On-Demand Export Report templates include:

- ▶ Full Report with 87 columns of data
- ▶ Master Report of 16 columns for the public / Council meetings
- ▶ Mailout Report of 26 columns for sending letters
- ▶ Violations Report as mentioned below
- ▶ GIS export compatible format shown in Figure 27

Figure 27 – GIS Export-Compatible Format



#### 4.4.8.3ON-DEMAND VIEW REPORTS

City staff may generate their own ad-hoc reports with 25+ columns available, using 15+ different filters as shown in Figure 28

Figure 28 - County Staff Can Create Ad-Hoc Reports

Jurisdiction	Address	Unit	City	Identification Status	Matched Permit	Website	Property Type	Room Type	Room Size
past		Bodega Bay	Bodega Bay	Addr/Operator/Same Owner Known	1686	AirBnB	house	Entire home/apt	3 BR 2 BA
past		Bodega Bay	Bodega Bay	Addr/Operator/Same Owner Known	1687	AirBnB	house	Entire home/apt	2 BR 2 BA
past		Bodega Bay	Bodega Bay	Addr/Operator/Same Owner Known	1689	AirBnB	apartment	Entire home/apt	Studio 1 BA
past		Bodega Bay	Bodega Bay	Addr/Operator/Same Owner Known	1748N	AirBnB	house	Entire home/apt	3 BR 2 BA
past		Bodega Bay	Bodega Bay	Addr/Operator/Same Owner Known	1697	AirBnB	house	Entire home/apt	3 BR 2 BA

#### 4.4.8.4 VIOLATIONS REPORT

Avenu’s proposed solution can generate a **Violations Report** which contains any STRs that have the following:

- ▶ Advertised a maximum guest occupancy that exceeds the number allowed based on permit
- ▶ Any upcoming or past stays on the rental’s calendar that are fewer than the minimum nights required to be exempt from STR registration (e.g. a less than 30-night stay)
- ▶ Any hotline complaints that resulted in an escalation to Code or Police
- ▶ Any escalated complaints from outreach that have been exhausted by the vendor (e.g. hanging up on call, 2 letters / 2 mailouts without response, disputed evidence)
- ▶ Other data (customizable to your needs)

A screenshot is provided in Figure 29. The report is currently sorted by the greatest number of violations descending, but can be customized based on violation type, severity, and frequency. Should the City require additional violations to be detected, columns can simply be appended to the right of this report.

Figure 29 - Violations Report

Listing ID	Listing Title	Property Address	Unit	City	St	Zip	Signatory Name (s)	Identification	Licensing	Matched Rental Property License	Web-site	Number of Guests	Violation List	Violation Date Range	Compliance Activity	Compliance Activity Date Range	Hotline Complaint	Number of Violations	Violations Score (sorted)
a_53612873	Renovated   Luxurious Modern Farmhouse	3650 N Wolff St		Denver	CO	80212	Ryan	Addr/Operator /Same Owner Known	UNLICENSED		website	14	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – NOISE/PARTIES	FROM 2021-06-28 TO 2021-06-28			COMPLAINTS – MULTIPLE ISSUES COMPLAINTS –	12	166
b_7756954	2 king beds, Newton, sunroom, and bright kitchen in Denver.	4928 N Newton ST		Denver	CO	80221		Addr/Operator /Same Owner Known	Active	***2021-BFN-0007527	website	2	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – MULTIPLE ISSUES	FROM 2021-11-03 TO 2021-11-03	IGNORE - EXEMPT	FROM 2021-11-03 TO 2021-11-03	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS –	8	129
a_48398931	Lohi Luxury Lodge, Heart of Denver.	2719 W 32nd AVE		Denver	CO	80211	Jake	Addr/Operator /Same Owner Known	Active	***2021-BFN-0001287	website	4	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY		PUBLISHED	FROM 2021-07-14 TO 2021-07-14	COMPLAINTS NOISE/PARTIES COMPLAINTS –	7	112
a_39791711	High-End Home 2 Miles to Wash Park & Cherry Creek	700 S Fillmore ST		Denver	CO	80209	Evolve	Addr/Operator /Same Owner Known	UNLICENSED		website	6	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY		SUSPECTED NON-COMPLIANCE	FROM 2022-01-13 TO 2022-01-13		7	100
a_52130786	Cheerful 5-bedroom residential home with patio	21340 E 48th Pl	104	Denver	CO	80249	Asbi	Addr/Operator /Same Owner Known	Active	***2021-BFN-0008944	website	10	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – PRIMARY RESIDENCY					5	72
a_6200571253 48029302	Beautiful 3 Bedroom Home, Great Denver Location!	1555 S Garfield St	1201	Denver	CO	80210	Daniel	Addr/Operator /Diff Owner Known	UNLICENSED		website	6	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY		PUBLISHED	FROM 2021-07-14 TO 2021-07-14		5	69
a_12008338	Eco-Friendly Sunnyside Bungalow	4209 N Mariposa ST		Denver	CO	80211	Rob	Addr/Operator /Same Owner Known	Invalid	***2016-BFN-0004195	website	4	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY				COMPLAINTS NOISE/PARTIES COMPLAINTS –	4	52
a_27953051	% OFF Jan Beautiful Historic Home in Top Location	1437 Columbine St	A	Denver	CO	80206	Joshua	Addr/Operator /Same Owner Known	Active	***2021-BFN-0005019	website	10	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY					3	48
a_6284916116	Stunning & spacious 3-bed home	3459 N Quivas ST		Denver	CO	80211	Mike And	Addr/Operator	Active		website	6	COMPLAINTS – NOISE/PARTIES					4	46

#### 4.4.8.5 INSIGHTS REPORT

Our Insights module dashboard (Figure 30) helps find keywords around themes to assist with compliance. We have grouped those themes below:

- ▶ **COVID-19** – reviews that show vacations cut short due to the restrictions, or listings that now advertise they are “sanitized,” or offer “self-isolation.”
- ▶ **Events** – reviews mentioning they held an event, wedding, or a party at the rental, so Cities know that they require a permit, or enforce quiet hours at night, etc.
- ▶ **Fees/Taxes** – any mention of paying extra charges, or cash that are part of the taxes to be reported can be tracked by tax collectors
- ▶ **Overcrowding** – mention of too many people in a rental, or bunkbeds or rooming house causing safety issues for the neighbourhood
- ▶ **Unclean, Mold, Pests** – health issue for rentals that are run-down and not maintained
- ▶ **Safety** – safety related issues, secondary units (basement units, carriage houses, etc)
- ▶ **Unhosted Rental** – keywords or phrases that help find violations of primary residency. City staff can enter their own custom keywords to gain local specific insights, as shown in Figure 32.

Figure 30 - Insights Module Dashboard

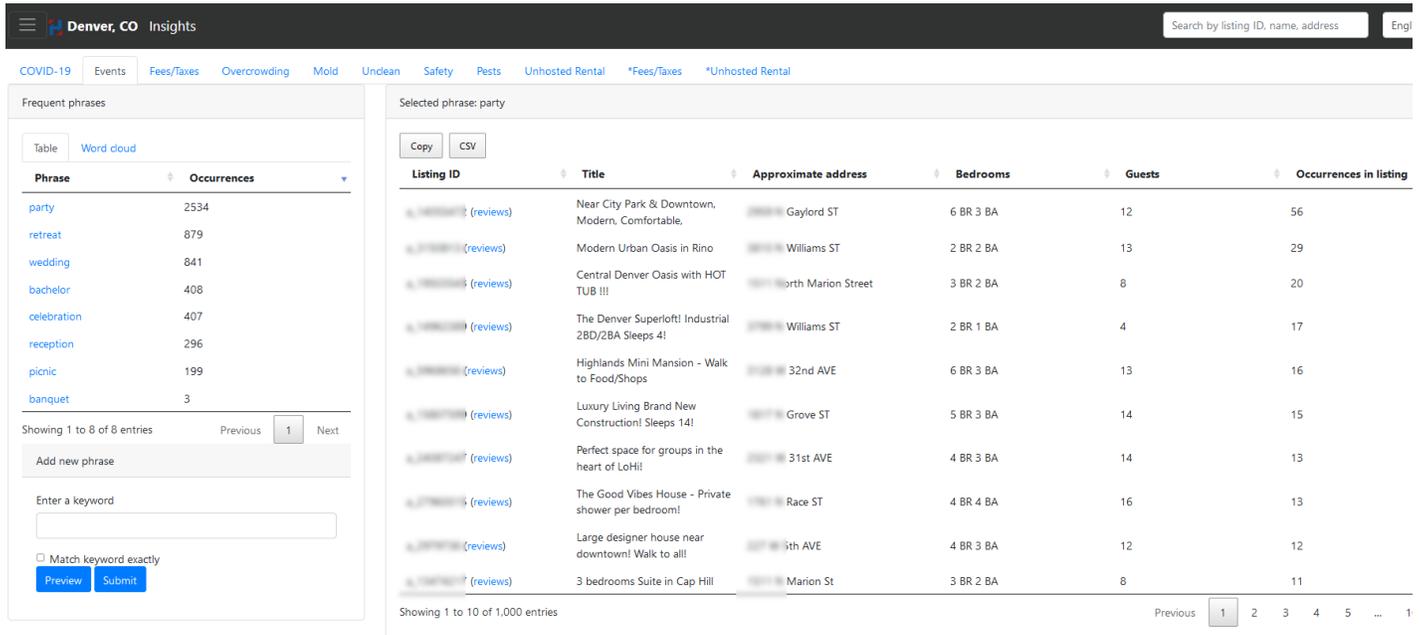
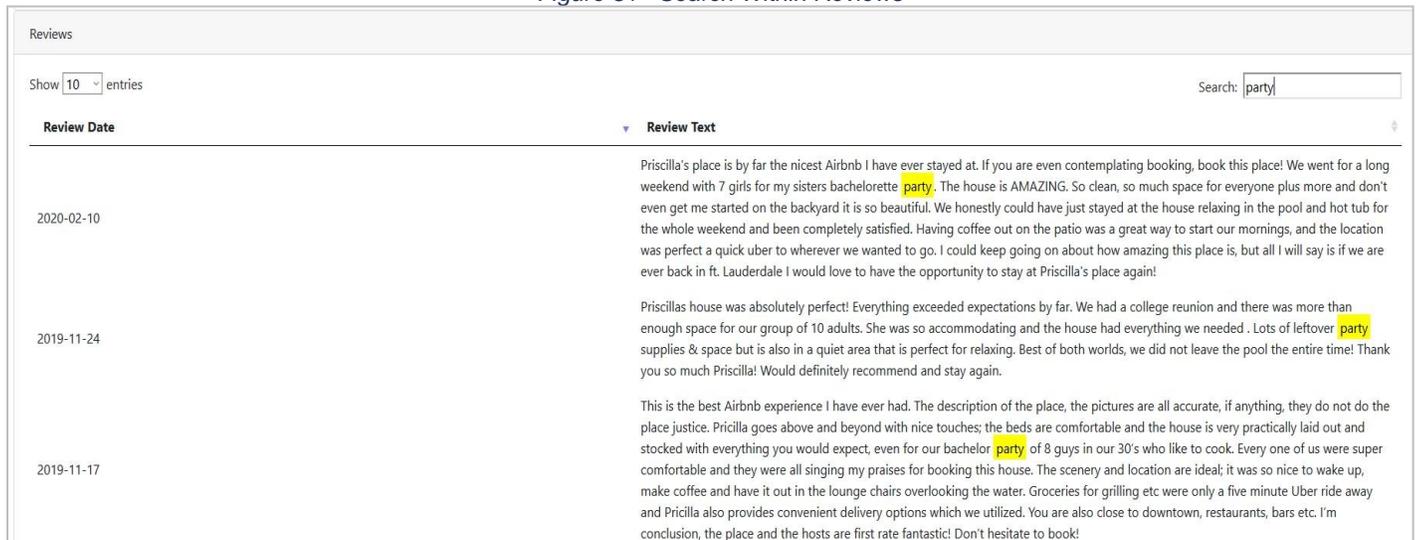


Figure 31 - Search Within Reviews

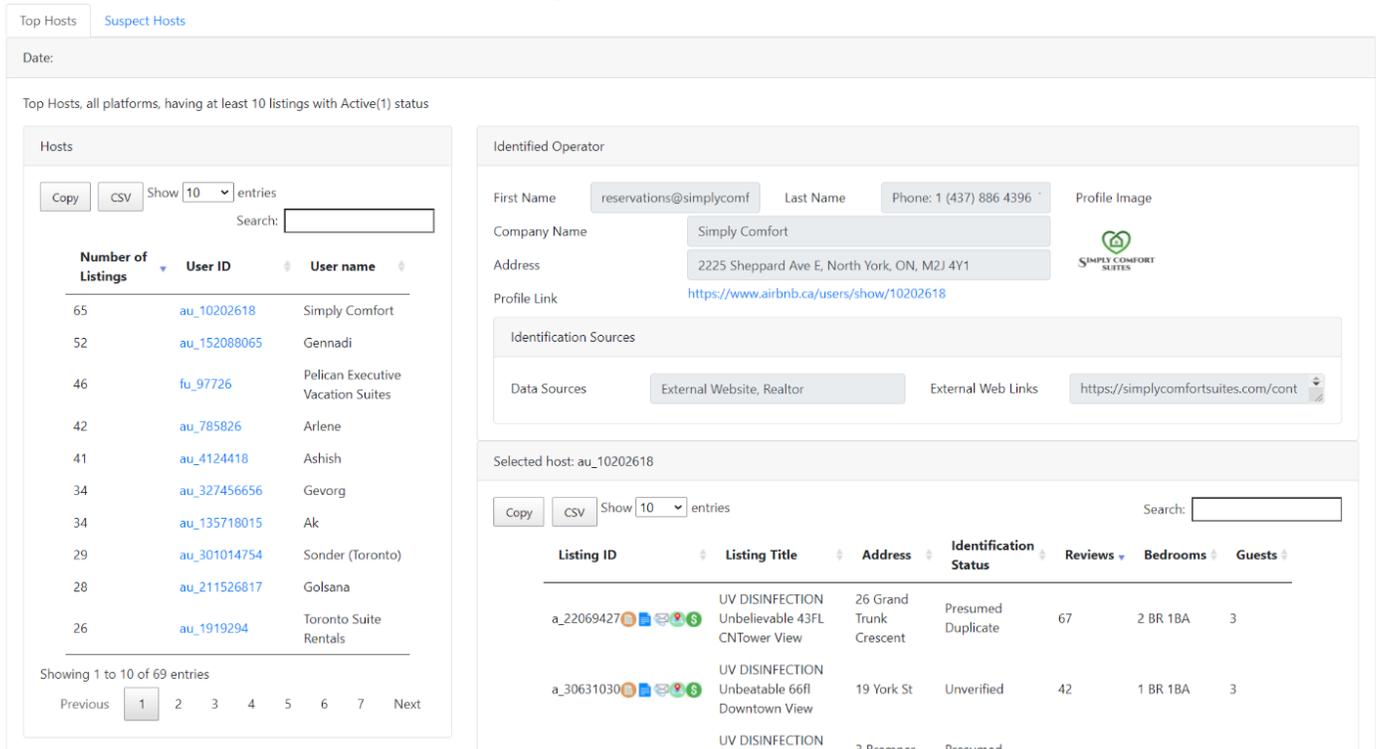


#### 4.4.8.6 TOP HOSTS / SUSPECT HOSTS

For customers with large-short term rental inventory, it makes sense to approach hosts with large multi-listing inventories to make great gains in compliance with reaching a few hosts. Simple steps get to results as in Figure 32:

1. Click the user ID of the host in each platform
2. The Host contact information, web links, mailing address appear in the top right, while the associated listings show up in the lower right panel

Figure 32 - Top Hosts Review



The screenshot displays a web interface for reviewing top hosts. It is divided into two main sections: 'Top Hosts' and 'Identified Operator'.

**Top Hosts Section:**

- Buttons: Copy, CSV, Show 10 entries, Search: [ ]
- Table:

Number of Listings	User ID	User name
65	au_10202618	Simply Comfort
52	au_152088065	Gennadi
46	fu_97726	Pelican Executive Vacation Suites
42	au_785826	Arlene
41	au_4124418	Ashish
34	au_327456656	Gevorg
34	au_135718015	Ak
29	au_301014754	Sonder (Toronto)
28	au_211526817	Golsana
26	au_1919294	Toronto Suite Rentals

- Footer: Showing 1 to 10 of 69 entries. Navigation: Previous, 1, 2, 3, 4, 5, 6, 7, Next.

**Identified Operator Section:**

- Buttons: Copy, CSV, Show 10 entries, Search: [ ]
- Table:

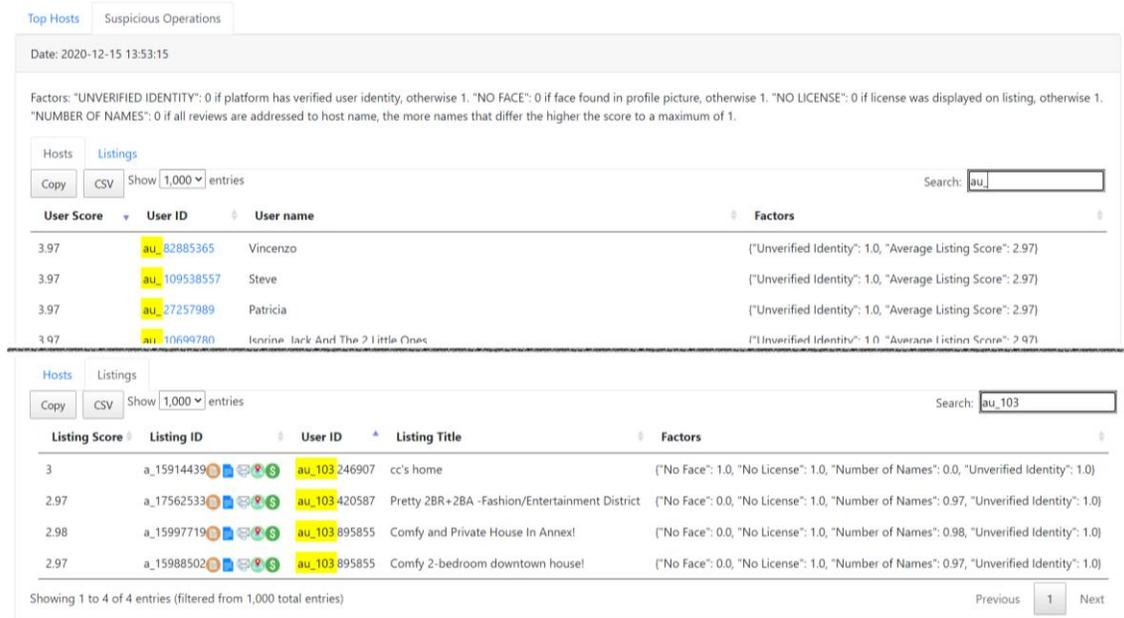
Listing ID	Listing Title	Address	Identification Status	Reviews	Bedrooms	Guests
a_22069427	UV DISINFECTION Unbelievable 43FL CNTower View	26 Grand Trunk Crescent	Presumed Duplicate	67	2 BR 1BA	3
a_30631030	UV DISINFECTION Unbeatable 66fl Downtown View	19 York St	Unverified	42	1 BR 1BA	3
	UV DISINFECTION	3 Bremner	Presumed			

### Suspect Hosts

In the constant cat-and-mouse game between non-compliant hosts and enforcement, it's important to have suspect data scored for risk. Based on years of experience, we have engineered a leading-edge algorithm that combines a few factors to assess risk of fraud (results shown in Figure 33):

1. Client profile photo contains a face or not
2. Variance between profile name(s) and other names detected in listing
3. Displayed license number does not conform to City format and/or invalid or inconsistent with registry
4. Client verification on-platform

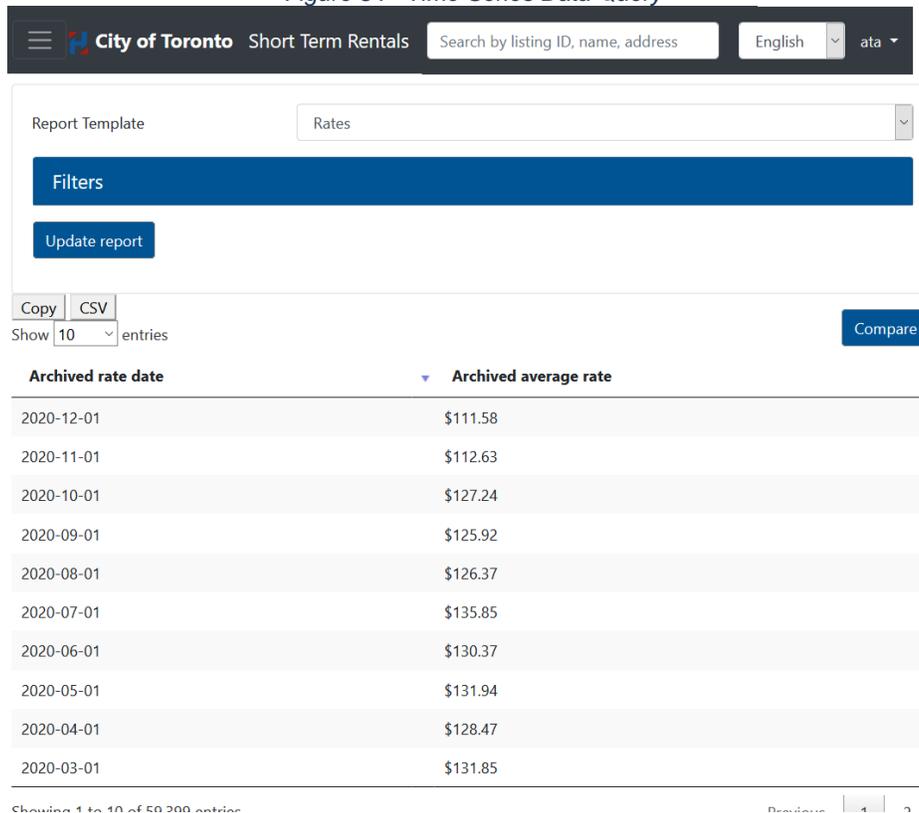
Figure 33 - Suspect Hosts Review



4.4.8.7 TIME SERIES DATA ANALYSIS

Figure 34 shows an example of a Time Series data query for Average Nightly Rate over a 3-year period, which can be filtered by Property Type, Room Type, etc.

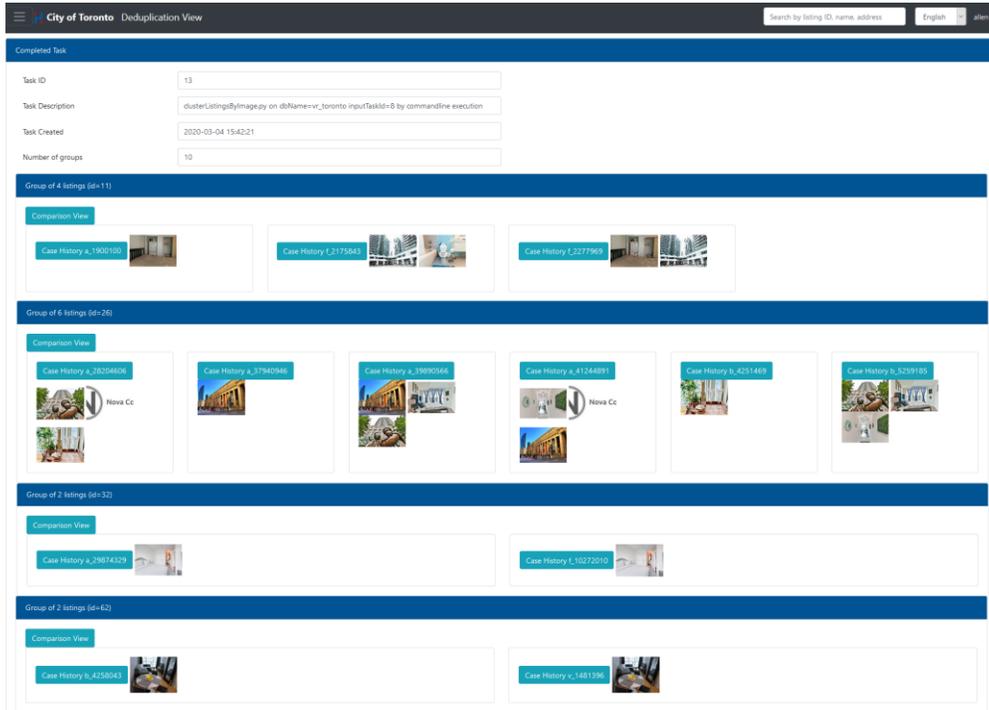
Figure 34 - Time Series Data Query



#### 4.4.8.8 CLUSTERING VIEW

Figure 35 shows a sample of our Clustering Task view interface, with listings from different websites with prefixes a=Airbnb, v=VRBO, f=Flipkey, b=Booking, to assist with matching clients

Figure 35 - Clustering Task View Interface



#### 4.4.8.9 CUSTOMIZED REPORTING BY ZONING

Some ordinances are complex in nature, whereby STRs are allowed in some designated zones, disallowed in others, and furthermore have caps in others (e.g. by density percentage, number of permits, each STR at least a fixed distance apart). Avenu STR displays districts and HOAs with customized workflows similar to how City is organized. See below Map interface which allows both visualization and filtering by districts or zones, shown in Figure 36.

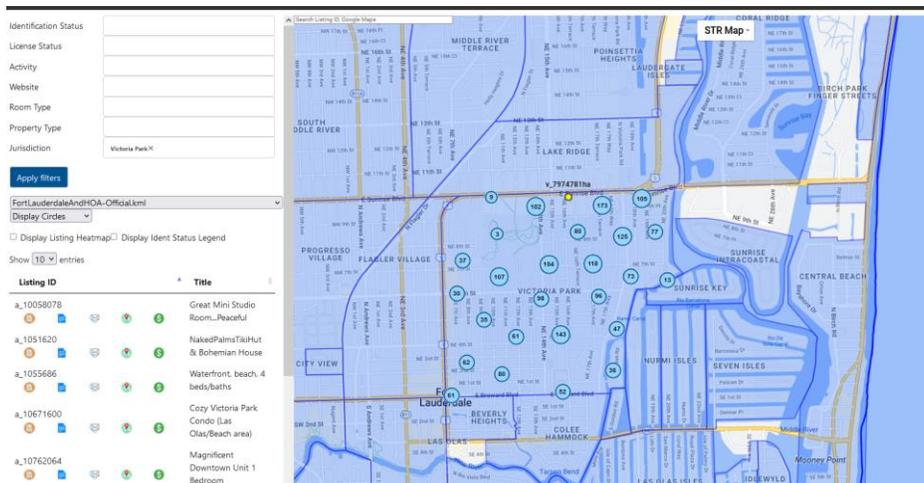


Figure 36 - Customized Filters and Compliance Reporting for Zoning-specific STR ordinances

#### 4.4.8.10 Continuous Monitoring and Reporting of Non-Compliance

The Avenu STR proactively monitors continuously for key changes to the STR listings that may regress back into non-compliance. For example:

- ▶ STR listing was taken down by the host, marked IGNORE TAKEN DOWN by the City staff member, and then the host brings it back up again 30 days later
- ▶ STR listing’s minimum night stay was change to 31 or more nights, marked IGNORE EXEMPT by the City staff member, and then the host changes it to below 31 nights after one week
- ▶ STR listing maximum guests was within exceedance by the host, marked IGNORE MAX GUESTS by the City staff member, and then the host changes maximum guests to out of tolerance

In such cases, City staff will be emailed a notification that something has changed, and they should investigate the case history report for further enforcement actions. See Figure 37 for an example notification.

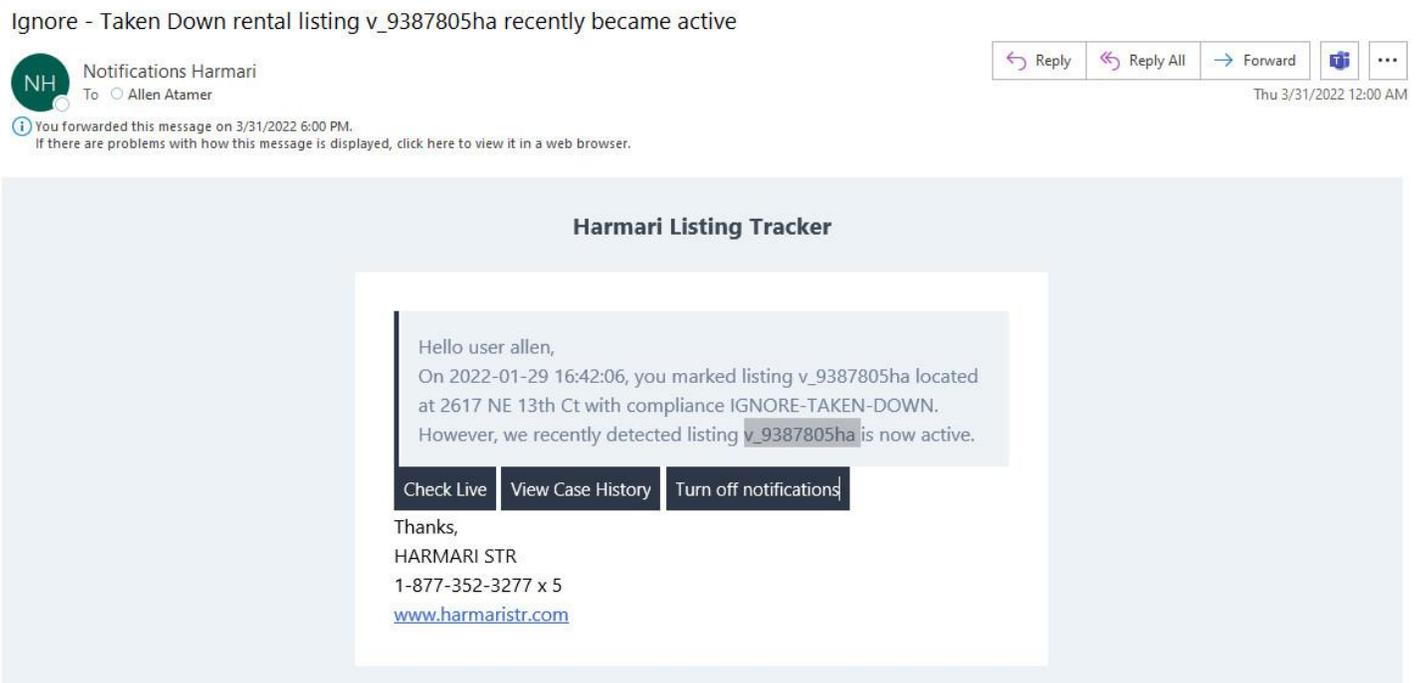


Figure 37 - Notification that a Non-compliant listing that was taken down is back up

#### 4.4.9 PERMITTING AND TAX COLLECTION PORTAL

Avenu’s STR Permitting feature allow for citizens to easily register and renew permits via a self-service portal. Our interface is designed to support both single property and multi-property requirements allowing for taxpayers to interact with the City from the web or via walk in at a City terminal. The data required in our Permit module flows seamlessly to the STR monitoring and tax applications allowing for reduced errors in rekeying data and dramatically improving the speed in which the City can make decisions.

In addition, your citizens will have the ability to pay their first-time permit applications and their renewal applications. Our solution provides multiple payment methods for your citizens to complete the entire permitting process at the same time.

Figure 38 **shows three screenshots** regarding a view from the property owners' perspective where they can locate all their properties, and indication of when the property is due for renewal and the ability to renew existing properties, add new properties as part of the application process.

Figure 38 - Short Term Rental Permit 3 Screenshots with a Property Owner Perspective)

**Sub-Figure 1**

### Short Term Rental Permit

Show Properties:  Active (4)  Inactive (0)  On This Application (2) Add New Property

Properties on this application

Permit #	Property Name / Unit #	Operator Name	Status	Fee	Actions
2015-663434	AQUARIUS CONDOMINIUMS, 407	SANDRA DOTSON (SANDRA DOTSON)	OK	\$0.00	<span>Edit</span> <span>Remove</span> <span>Clone</span>
NEW	AQUARIUS CONDOMINIUMS, 433	SANDRA DOTSON (SANDRA DOTSON)	OK	\$50.00	<span>Edit</span> <span>Remove</span> <span>Clone</span>

Remove All

Back Save and Continue Later Next

**Sub-Figure 2**

**Return Successfully Filed**

Jurisdiction or Return Name	Confirmation	Amount	Convenience Fee/ Surcharge	Total	
Short Term Rental Permit	NFOQQP629K	\$50.00	\$0.00	\$50.00	<span>PRINT/VIEW</span>

- The Confirmation Number displayed indicates that the return and payment information will be made available to the taxing authority on the File Date selected.
- The printable copy of the return renders as a PDF. Please download/use [Adobe Reader](#) to view the return.

DONE

**Sub-Figure 3**

**Short Term Rental Permit**

Show Properties:  Active (4)  Inactive (0)  On This Application (0) Add New Property

**Active Properties**

Permit #	Property Name / Unit #	Operator Name	Renewal Date	Actions		
2015-663434	AQUARIUS CONDOMINIUMS, 407	SANDRA DOTSON (SANDRA DOTSON)	3/1/2023	<span style="border: 1px solid black; padding: 2px 5px;">Renew Permit</span>	<span style="border: 1px solid black; padding: 2px 5px;">Clone</span>	<span style="border: 1px solid black; padding: 2px 5px;">Make Inactive</span>
2015-265989	AQUARIUS CONDOMINIUMS, 507	SANDRA DOTSON (SANDRA DOTSON)	3/1/2023	<span style="border: 1px solid black; padding: 2px 5px;">Renew Permit</span>	<span style="border: 1px solid black; padding: 2px 5px;">Clone</span>	<span style="border: 1px solid black; padding: 2px 5px;">Make Inactive</span>
2015-912101	AQUARIUS CONDOMINIUMS, 807	(GREG DOTSON)	6/8/2022	<span style="border: 1px solid black; padding: 2px 5px;">Renew Permit</span>	<span style="border: 1px solid black; padding: 2px 5px;">Clone</span>	<span style="border: 1px solid black; padding: 2px 5px;">Make Inactive</span>
2015-154899	AQUARIUS CONDOMINIUMS, 906	(SANDRA DOTSON)	6/8/2022	<span style="border: 1px solid black; padding: 2px 5px;">Renew Permit</span>	<span style="border: 1px solid black; padding: 2px 5px;">Clone</span>	<span style="border: 1px solid black; padding: 2px 5px;">Make Inactive</span>

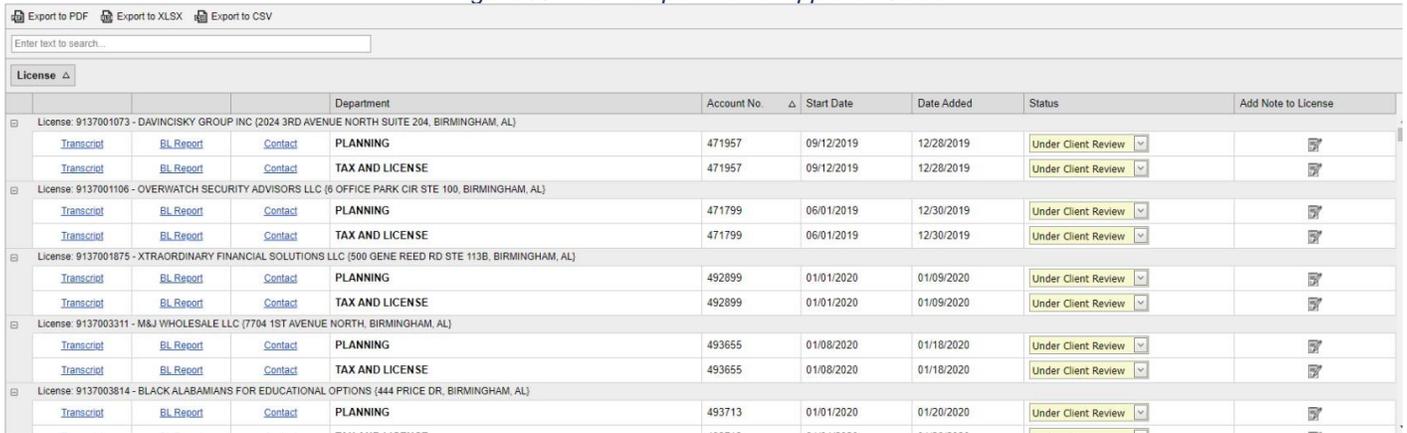
Renew All (Skip Edit / Review)

Back Save and Continue Later Next

**4.4.9.1 MULTI-DEPARTMENTAL APPROVAL SCREEN**

In addition, Avenu will make some configurations as part of the onboarding process to set up multiple levels of approvals needed for your City (Figure 39). This ensures that after a permit application is submitted, it is then routed to the proper department for review and approval.

Figure 39 - Multi-Departmental Approval Screen



License	Department	Account No.	Start Date	Date Added	Status	Add Note to License
License: 9137001073 - DAVINCISKY GROUP INC (2024 3RD AVENUE NORTH SUITE 204, BIRMINGHAM, AL)	PLANNING	471957	09/12/2019	12/28/2019	Under Client Review	
	TAX AND LICENSE	471957	09/12/2019	12/28/2019	Under Client Review	
License: 9137001106 - OVERWATCH SECURITY ADVISORS LLC (6 OFFICE PARK CIR STE 100, BIRMINGHAM, AL)	PLANNING	471799	06/01/2019	12/30/2019	Under Client Review	
	TAX AND LICENSE	471799	06/01/2019	12/30/2019	Under Client Review	
License: 9137001875 - XTRAORDINARY FINANCIAL SOLUTIONS LLC (500 GENE REED RD STE 113B, BIRMINGHAM, AL)	PLANNING	492899	01/01/2020	01/09/2020	Under Client Review	
	TAX AND LICENSE	492899	01/01/2020	01/09/2020	Under Client Review	
License: 9137003311 - M&J WHOLESALE LLC (7704 1ST AVENUE NORTH, BIRMINGHAM, AL)	PLANNING	493655	01/08/2020	01/18/2020	Under Client Review	
	TAX AND LICENSE	493655	01/08/2020	01/18/2020	Under Client Review	
License: 9137003614 - BLACK ALABAMIANS FOR EDUCATIONAL OPTIONS (444 PRICE DR, BIRMINGHAM, AL)	PLANNING	493713	01/01/2020	01/20/2020	Under Client Review	

Select the appropriate status in the dropdown for each business. Then click "Submit" button when you are ready to save the status change.

SET ALL BUSINESSES TO 'APPROVED' UNDO SET ALL SUBMIT

**4.4.9.2 TAX FILING AND PAYMENT PORTAL**

For Full-Service Administration customers who use our Tax Module, Avenu works with the City to ensure that for every registered, permitted, identified STR that we have a corresponding Tax Filing, Business License and associated License and Tax Payment(s). The following 4 screenshots in Figure 40 and Figure 41 are representative of the filing and payment processes that a property owner would use.

The Tax Module uses the same database, and this ensures an appropriate set of controls, ensuring every commercial business is in compliance while reporting and paying the correct amount.

Figure 40 - Filing Period Example

**Filing Period:** Jun 2022 **File Date:** 4/27/2022

Return will **not** be filed and payment will not be processed until the **FILE DATE** specified above.

1. **Select Jurisdiction:**

2. **Select Business Description:**

3. **Select Business Class:**

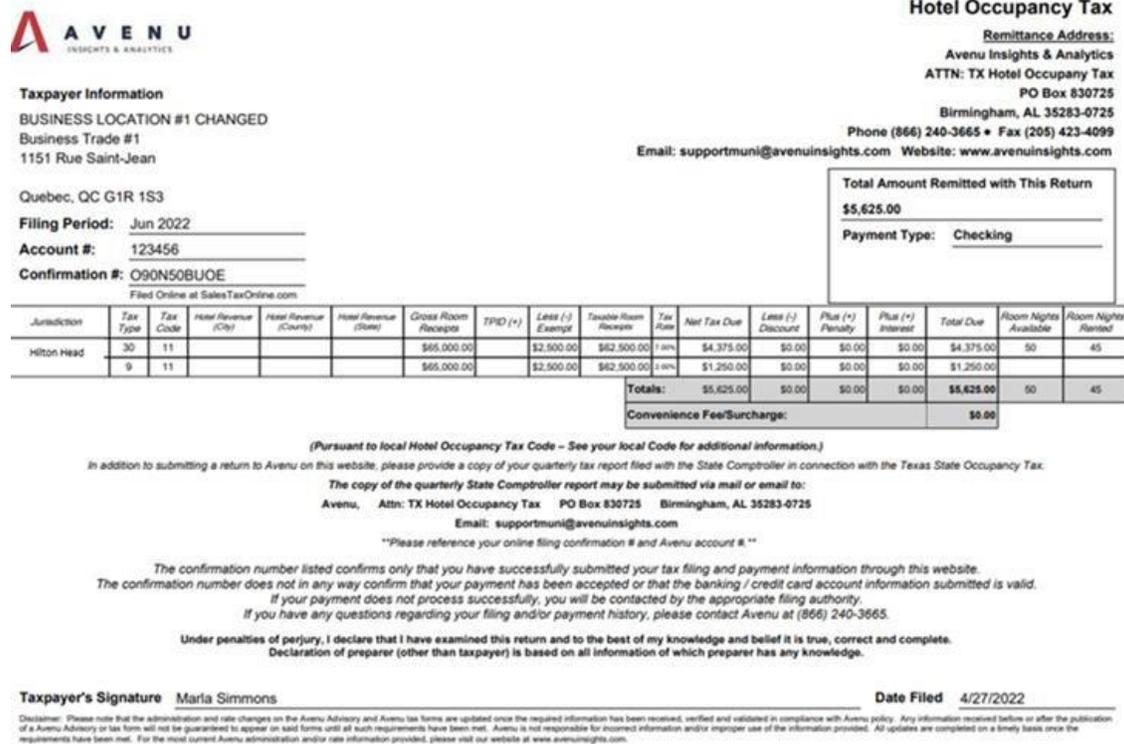
**ADD**

Jurisdiction	Type	Code	Taxable Receipts	Rate	Tax Due	Discount	Penalty	Interest	Total	Modify
Hilton Head Island	30	11	\$62,500.00	7.00 %	\$4,375.00	\$0.00	\$0.00	\$0.00	\$4,375.00	<b>EDIT</b>
	9	11	\$62,500.00	2.00 %	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	
<b>Total for Jurisdictions:</b>					<b>\$5,625.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,625.00</b>	

**CANCEL** **SAVE & CONTINUE LATER** **NEXT**

Figure 41 - Three Screenshots with Sample Accommodation Tax Calculation Grid, Payment & Confirmation Screens

**Sub-Figure 1**



**A V E N U**  
INSIGHTS & ANALYTICS

**Hotel Occupancy Tax**  
Remittance Address:  
Avenu Insights & Analytics  
ATTN: TX Hotel Occupancy Tax  
PO Box 830725  
Birmingham, AL 35283-0725  
Phone (866) 240-3665 • Fax (205) 423-4099  
Email: supportmuni@avenuinsights.com Website: www.avenuinsights.com

**Taxpayer Information**  
BUSINESS LOCATION #1 CHANGED  
Business Trade #1  
1151 Rue Saint-Jean  
Quebec, QC G1R 1S3  
Filing Period: Jun 2022  
Account #: 123456  
Confirmation #: O90N50BUOE  
Filed Online at SalesTaxOnline.com

Jurisdiction	Tax Type	Tax Code	Hotel Revenue (City)	Hotel Revenue (County)	Hotel Revenue (State)	Gross Room Receipts	TPID (+)	Less (-) Exempt	Taxable Room Receipts	Tax Rate	Net Tax Due	Less (-) Discount	Plus (+) Penalty	Plus (+) Interest	Total Due	Room Nights Available	Room Nights Rented
Hilton Head	30	11				\$65,000.00		\$2,500.00	\$62,500.00	7.00%	\$4,375.00	\$0.00	\$0.00	\$0.00	\$4,375.00	50	45
	9	11				\$65,000.00		\$2,500.00	\$62,500.00	2.00%	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00		
<b>Totals:</b>											<b>\$5,625.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,625.00</b>	<b>50</b>	<b>45</b>
<b>Convenience Fee/Surcharge:</b>															<b>\$0.00</b>		

**Total Amount Remitted with This Return**  
\$5,625.00  
Payment Type: Checking

(Pursuant to local Hotel Occupancy Tax Code – See your local Code for additional information.)  
In addition to submitting a return to Avenu on this website, please provide a copy of your quarterly tax report filed with the State Comptroller in connection with the Texas State Occupancy Tax.  
The copy of the quarterly State Comptroller report may be submitted via mail or email to:  
Avenu, Attn: TX Hotel Occupancy Tax PO Box 830725 Birmingham, AL 35283-0725  
Email: supportmuni@avenuinsights.com  
\*\*Please reference your online filing confirmation # and Avenu account #.\*\*

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website.  
The confirmation number does not in any way confirm that your payment has been accepted or that the banking / credit card account information submitted is valid.  
If your payment does not process successfully, you will be contacted by the appropriate filing authority.  
If you have any questions regarding your filing and/or payment history, please contact Avenu at (866) 240-3665.

Under penalties of perjury, I declare that I have examined this return and to the best of my knowledge and belief it is true, correct and complete.  
Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

**Taxpayer's Signature** Maria Simmons **Date Filed** 4/27/2022

Disclaimer: Please note that the administration and rate changes on the Avenu Advisory and Avenu tax forms are updated once the required information has been received, verified and validated in compliance with Avenu policy. Any information received before or after the publication of a Avenu Advisory or tax form will not be guaranteed to appear on said forms until all such requirements have been met. Avenu is not responsible for incorrect information and/or improper use of the information provided. All updates are completed on a timely basis once the requirements have been met. For the most current Avenu administration and/or rate information provided, please visit our website at www.avenuinsights.com.

**Sub-Figure 2**
**Return Successfully Filed**

Jurisdiction or Return Name	Confirmation	Amount	Convenience Fee/ Surcharge	Total	
Avenu DBA MuniServices Hotel Occupancy Tax Return	O90N50BUOE	\$5,625.00	\$0.00	\$5,625.00	<a href="#">PRINT/VIEW</a>

- The Confirmation Number displayed indicates that the return and payment information will be made available to the taxing authority on the File Date selected.
- The printable copy of the return renders as a PDF. Please download/use Adobe Reader to view the return.
- If required, click [here](#) to email a scanned copy of your documentation (board certifications, tax documents, IRS statements, etc.) to MuniServices (dummy@salestaxonline.com).

**Sub-Figure 3**

1.	Gross Room Receipts (Before Exemptions)	65000.00
2a.	Exemption: Legal Exemptions (Required Hotel Occupancy Tax Exemption Certificate Form - See Form)	2500.00
2b.	Total Exemptions	2500.00
3.	Taxable Room Receipts (Line 1 minus 2e)	62500.00
4a.	Tax Rate: HOT	7.00 %
5a.	Tax Due	4375.00
6a.	Penalty	0.00
7a.	Interest	0.00
8a.	Total: HOT	4375.00
4b.	Tax Rate: Venue	2.00 %
5b.	Tax Due	1250.00
6b.	Penalty	0.00
7b.	Interest	0.00
8b.	Total: Venue	1250.00
9.	Total Net Amount Due	5625.00
A.	Total # of Room Nights Available	50
B.	Actual Room Nights Rented	45

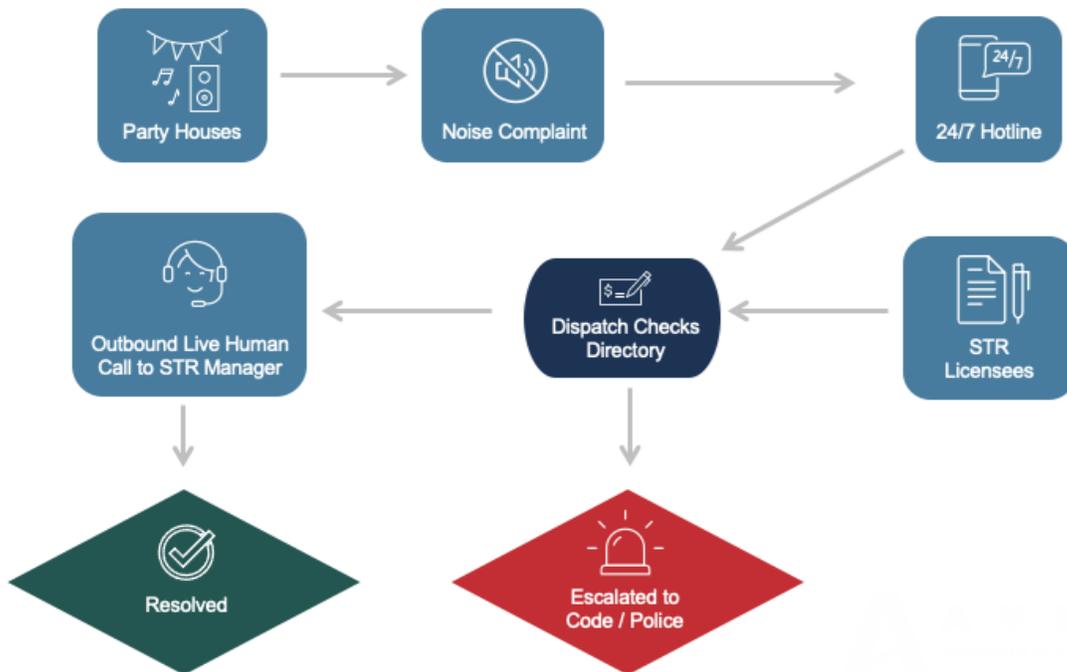
[DELETE](#) [SAVE](#)

#### 4.4.1024/7 NUISANCE HOTLINE AND TIPFORM

The 24/7 Hotline offered by Avenu STR, where a live human operator can take down the type of complaint (noise, garbage, parked vehicles, violence, drugs), the address of the incident. Then the 24-hour property manager for the STR will be called back by a live human regarding this incident and to immediately resolve the issue. If that incident is not resolved within 45 minutes, then the dispatcher escalates the call to code enforcement, or to police after hours.

Figure 42 is a flowchart of an actual customized workflow for the 24/7/365 Tipline that Avenu STR has delivered, which is in full compliance with the City ordinance.

Figure 42 - Flowchart for 24/7 Nuisance Hotline



A web form allows the Tipline operator / recorder to submit all information, including auto-completion of the address, and upload evidence of non-compliance directly from mobile device any photo, video or audio (Android or iOS) as shown in Figure 43 below.

Avenu STR’s hotline tip submission page features

- ▶ Auto-completion of the address
- ▶ Upload evidence of non-compliance directly from mobile device any photo, video or audio (Android or iOS)
- ▶ Private view for inspection (with all information), and public view (with names removed)

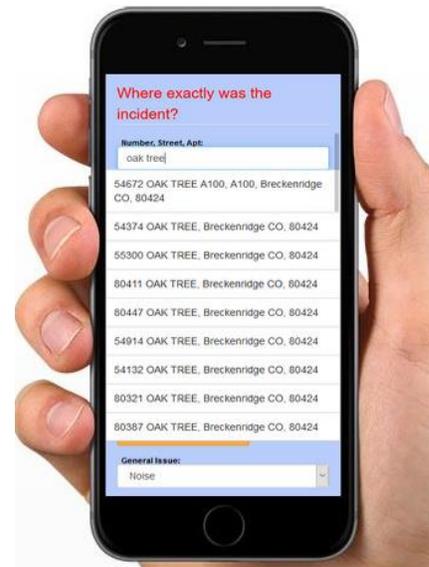
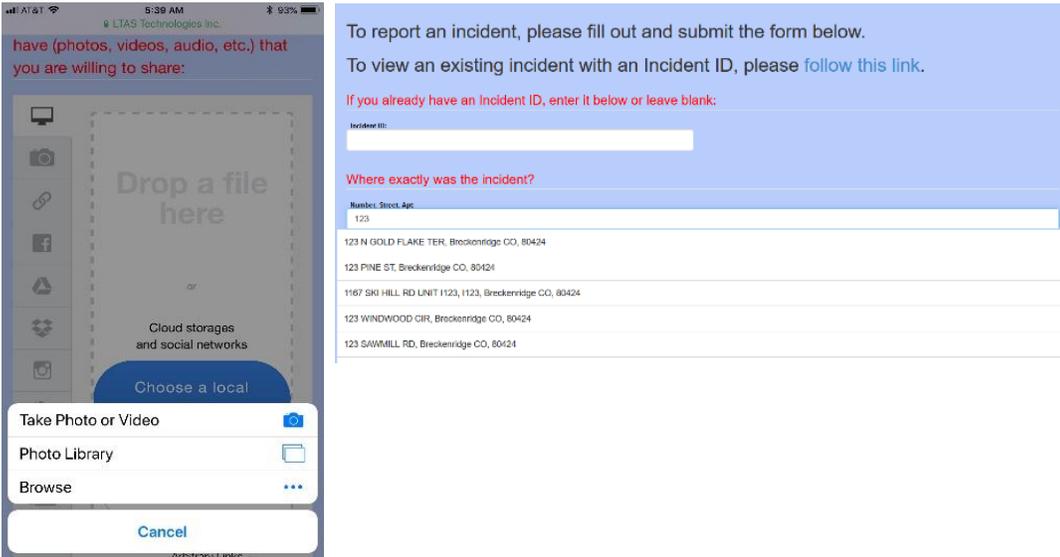


Figure 43 - Mobile Friendly Tipform

Figure 44: Features of easy to use mobile tipline



In Figure 45 below please find an example tipline complaint public view (with name/contact redacted) and the private view for City staff in Figure 46.

Figure 45: Tipline Status - Public View

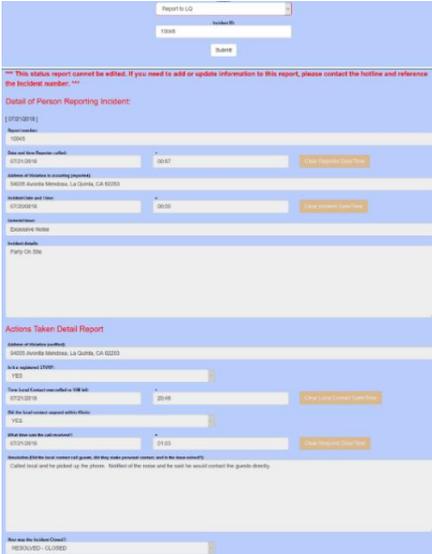


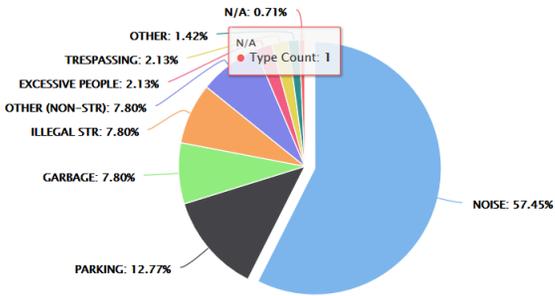
Figure 46: Tipline status - Staff view of incident detail and resolution summary

URL: https://www.harmat.com/client/online\_incident\_view.php?name=wr\_bajunta

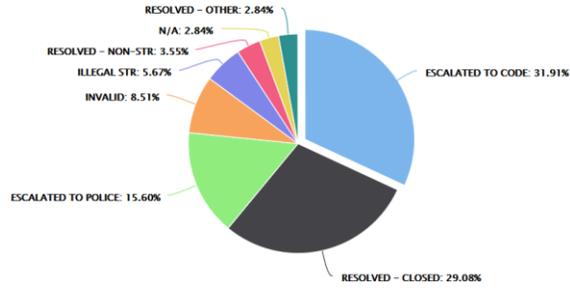
Filter by Activity/Status Time from: 2018-01-01 to: 2018-11-30

ID	CSN	Date	Reported Address	Actual Address	City	Incident Result
71887957	CRD	2018-01-04 13:51:50	64500 Ave. Herrera	64500 Ave. Herrera, La Quinta, CA 92253	La Quinta	ESCALATED - NOISE ETC.
71913011	OLSD	2018-01-08 11:43:43	77438 Desert Dr	77429 Desert Dr, La Quinta, CA 92253	La Quinta	ILLEGAL STR
71977712	AXCH	2018-01-15 09:50:49	81050 Legends Way, 81070 Legends Way	81050 Legends Way, 81070 Legends Way, La Quinta, CA 92253	La Quinta	ILLEGAL STR
72094756	OSTE	2018-01-27 12:15:43	54900 Avenida	54900 Avenida, La Quinta, CA 92253	La Quinta	ILLEGAL STR
72121807	RAUS	2018-02-20 16:09:54	77400 Tucson	77400 Tucson, La Quinta, CA 92253	La Quinta	RESOLVED - CLOSED
72171266	WALI	2018-02-05 05:31:46	55384 Laurel Valley	55384 Laurel Valley, La Quinta, CA 92253	La Quinta	ESCALATED - CL OFFER
72431058	SPUR	2018-02-02 16:07:27	78720 Singshorn Ave.	78720 Singshorn Ave., La Quinta, CA 92253	La Quinta	ILLEGAL STR - CLOSED
72610776	SALH	2018-03-22 20:42:07	48370 Camino Palm Drive	48370 Camino Palm Drive, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE
72611273	NLSN	2018-03-23 00:13:50	Corner of Calle Juncosa & Avenida Juarez	Corner of Calle Juncosa & Avenida Juarez, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE
99990001	ATHR	2018-03-24 10:37:00	54511 Avenida Juarez	54511 Avenida Juarez, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE

Incident Types



Incident Results



## 5 COST

Avenu is pleased to offer the City our services for the following costs:

### Hotel Occupancy Tax Administration

- ▶ \$255 per property

### Hotel Occupancy Tax Auditing

- ▶ \$2,500 per property

### Hotel Occupancy Tax Discovery and Recovery

- ▶ 45% Contingency Fee, with a \$10,000 minimum

### Short-Term Rental Services

**‘Compliance 360’ – Full-Service- including monitoring, identification and administration services for hotels and short-term rentals.  
City of Killeen TX**

1. Advanced Tax Portal 2. Permitting 3. Tax Collection & Remittance 4. Discovery & Recovery 5. Community Outreach 6. Reporting 7. Compliance Auditing – 5% of STR Properties included. 8. Payment Processing  *Set up and training fee is \$5,000 but can be waived with 5-year term.	Per Property Fee	\$255
	Minimum Annual Fee	NA
	Compliance Auditing (optional)	STR: \$750 per property
	<b>Annual Total</b>	<b>\$122,965<sup>1</sup></b>

<sup>(1)</sup> Please note, Avenu only bills based on actual totals. The annual total is an estimate and may vary based on the total amount of properties identified.

## 6 ADDITIONAL INFORMATION

As a provider of services exclusively tailored for state and local governments, Avenu offers the City a full suite of services.

### 6.1 PAYMENT SOLUTIONS

Most recently, Avenu added payment solutions to its product suite to help our municipal clients. Below is some basic information on our new offerings:



#### EB2Gov

Powerful and intuitive payment processing platform designed to automate revenue collection and provide digital services and self-service access for constituents.

- Self-service citizen and administrative portals
- Manage real-time payment data in one place
- Faster funding and collection
- Pay as you go system
- Integrates with existing software and systems



#### Virtual Terminal

Our browser-based solution turns your computer into a credit card terminal, making it easier than ever to facilitate in-person and by phone payments.

- Supports wide range of payment types
- Tracks payments in real-time
- Print or email receipts
- Advanced encryption and fraud protection
- Integrates with existing software and systems



#### Permitting & Licensing

Simplify revenue collection with our centralized registration, licensing, and point-of-sale software solution.

- Supports a wide range of permitting, licensing, and registration types
- Accept in-person payments in a single application
- Web based licensing lookup tool
- Automatic and flexible fee calculations



#### Fund Accounting

A collection of fully integrated invoicing modules designed to work together to manage property taxes, miscellaneous billing, and utility billing.

- Simplifies accounting operations
- Easily collaborate in a centralized database
- Customizable to meet specific agency needs
- Forecast with real-time data and analytics

## 6.2 DOCUMENT PROCESSING AND DIGITIZATION SERVICES

A service commonly used by our Texas customers are our document processing and digitization services. Avenu has provided this service for over 40 years, and we digitize and process over **1 billion** documents each year, and we have several offerings.

### DIGITAL IMAGING

Digital imaging greatly reduces record handling cost, improves operational efficiency, and increases public access to records. On-site or off-site scanning options are available to meet your jurisdictional needs.

### BOOK PRESERVATION/ RE-CREATION

Maintain and preserve valuable historical books that have been broken or damaged. Replace damaged book volumes via scanning, printing, and insertion into binders.

### IMAGE TO MICROFILM

Protect your originals by using our low-cost and long-term microfilm conversion solution and extend your record's life expectancy for hundreds of years.

### ARCHIVAL STORAGE

Maximize your disaster recovery planning through our secure archival storage options. Set up and use a functional record retention schedule, meet regulatory requirements, and maintain low document storage costs.

### INDEXING

Streamline your constituent experience through our powerful "search and find" indexing process. Provide citizens with the ability to quickly find and retrieve public records.

### FILM DUPLICATION

Preserve original film via retrievable archives while providing a working copy for public use. Transfer from acetate-based material to modern polyester to eliminate deterioration.

### REDACTION

Protect confidential information through our document redaction process. Our team will securely store original documents, remove sensitive information, and save the redacted document as the new standard.

### TRANSCRIPTION

Preserve the understanding of history through our word for word rendering of original cursive to computer text.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Avenu Insights & Analytics, LLC.  
 Centreville, VA United States

**Certificate Number:**  
 2023-1049168

**Date Filed:**  
 07/20/2023

**Date Acknowledged:**

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

City of Killeen

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

Consultant Services Agreement  
 Short Term Rental/Hotel Tax Administration and Compliance; Hotel Auditing

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

5 Check only if there is NO Interested Party.

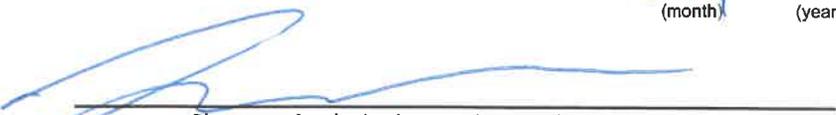
**6 UNSWORN DECLARATION**

My name is JAMES BARTMAN, and my date of birth is 8/2/72.

My address is 5860 Trishy Plwy, Centreville, VA, 20120, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of VA, on the 20 day of July, 2023.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# HOT COLLECTIONS AND SHORT-TERM RENTAL COMPLIANCE SERVICES

RS-23-131

August 15, 2023

226

# Background

2

- On April 11, 2023, the City Council approved for the amendment of Chapter 31
  - ▣ Allowing for short-term rentals (STRs)
  - ▣ Estimated 400-800 STRs
- Currently an agreement for hotel occupancy taxes administrations for 42 properties

# Background

3

- On June 12, 2023, the City began advertising a Request for Proposals (RFP)
- We received a response from Avenu Insights & Analytics, LLC
- Staff reviewed the response
  - Experience - 33 years in providing hotel occupancy administration and auditing services

# Proposal/Agreement

4

- Services: tax administration, auditing, discovery and recovery, and short-term rental services
- Short-term rental services include monitoring and identification, registration and compliance, tax portal, payment processing, permitting, tax collection and remittance, discovery and recovery, community outreach, reporting, and compliance auditing
- Agreement: the initial term for a period of three years (3) with the option to renew for two (2) successive one (1) year terms

# Fees

5

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
<b>Revenues:</b>					
HOT Revenue*	\$2,223,993	\$2,290,713	\$2,359,434	\$2,430,217	\$2,503,124
STR Revenue*	\$800,000	\$824,000	\$848,720	\$874,182	\$900,407
<b>Revenues</b>	<b>\$3,023,993</b>	<b>\$3,114,713</b>	<b>\$3,208,154</b>	<b>\$3,304,399</b>	<b>\$3,403,531</b>

\*Forecasted to increase by 3%

## Expenditures:

Administration	\$175 Per Property	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Auditing	\$2,000 Minimum of 2	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Discovery & Recovery	45% Contingency Fee	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400
STRs**	\$255 Per Property	\$117,250	\$123,113	\$129,268	\$135,732	\$142,518
<b>Expenditures</b>		<b>\$135,000</b>	<b>\$140,863</b>	<b>\$147,018</b>	<b>\$153,482</b>	<b>\$160,268</b>

\*\*Services are adjusted annually at the beginning of each term of the agreement by five percent (5%)

# Alternatives

6

- ❑ Reject Avenu proposal and open a new RFP
- ❑ Authorize the award RFP 23-17 for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu in the amount of \$135,000 annually

# Recommendation

7

- City Council authorize the award RFP 23-17 for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu in the amount of \$135,000 annually and authorize the City Manager, or designee, to execute any and all contracts and change orders within the amounts set by State and Local Law



# City of Killeen

## Staff Report

File Number: RS-23-132

---

Consider a memorandum/resolution approving the Killeen Arts Commission grant recommendations for fiscal year 2024.

**DATE:** August 15, 2023  
**TO:** Kent Cagle, City Manager  
**FROM:** Judith Tangalin, Executive Director of Finance  
**SUBJECT:** Killeen Arts commission FY 2023 Grant Recommendations

**BACKGROUND AND FINDINGS:**

One of the primary duties carried out by the Arts Commission involves providing recommendations to the City Council concerning the allocation of funds from the Hotel Occupancy Tax. These funds are specifically designated for supporting arts-related grants. The utilization of municipal hotel occupancy taxes is governed by Texas Tax Code Chapter 351. As outlined in Section 351.101, there are two key criteria that must be fulfilled in order to utilize revenue from municipal hotel occupancy taxes: 1) the expenditures should contribute to the advancement of tourism and the convention and hotel industry, and 2) the expenditures should fall within one of the nine predefined categories mandated by statute. Notably, the encouragement, promotion, enhancement, and advancement of the arts constitute one of these nine categories. Additionally, Section 351.103(c) sets a limit on the proportion of hotel occupancy tax revenue that can be allocated to the arts, capping it at 15% of the total revenue collected from hotel occupancy taxes.

On June 9, 2023, a session of the Killeen Arts Commission took place. In this gathering, a total of ten (10) applicants put forth their grant. The proposed events, put forth by these applicants, underwent assessment by the Arts Commission in accordance with the Rules and Regulations that were revised and adopted by the City Council on September 27, 2022. Furthermore, the board of the Arts Commission reached a decision to organize a Solar Eclipse event in the fiscal year 2024.

Upon City Council's approval of the recommended grant awards, contracts will be formulated and signed with the chosen grant recipients, with the designated commencement date set for October 1, 2024. The proposed allocations are as follows:

\$ 9,477	The Crossroads to Texas Quilt Guild
\$ 20,107	Project Spread a Lil Love
\$ 17,385	Killeen Sister Cities, Osan, Korea, Committee
\$ 45,594	Vive Les Arts Societe
\$ 13,394	The Zamore Foundation

\$ 135,719	Armed Forces Natural Hair and Health
\$ 33,391	IMPAC Outreach
\$ 35,722	Vive Les Arts Children's Theatre
\$ 37,212	Songhai Bamboo Roots Association
\$ 2,690	It's All About You Talent Services
\$ 50,442	Killeen Arts Commission - Solar Eclipse 2024
\$ 401,133	Total

**THE ALTERNATIVES CONSIDERED:**

1. Do not approve the Arts Commission's grant recommendations
2. Amend the Arts Commission's grant recommendations
3. Approve the Arts Commission's grant recommendations

**Which alternative is recommended? Why?**

City Council approve the Killeen Arts Commission's grant recommendations for fiscal year 2024.

**CONFORMITY TO CITY POLICY:**

In compliance with Texas Tax Code Section 351 and the Arts Commission Rules and Regulations.

**FINANCIAL IMPACT:**

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

\$401,133 for FY 2024

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

One-Time

**Is this expenditure budgeted?**

Yes, \$313,461 is included in the Hotel Occupancy Tax Fund in account 214-2020-415.55-43, upon City Council approval of the FY 2024 Proposed Budget. ARPA funds total \$87,672.

FY	Authorized	Awarded/Pending	Remaining
2020	\$100,283	\$ 54,310	\$ 45,973
2021	102,167	60,468	41,699
2022	192,455	192,455	-
	Total	\$ 87,672	

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

N/A

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

Yes, upon City Council approval of the FY 2024 Proposed Budget and approved ARPA funding.

**RECOMMENDATION:**

City Council approve the Killeen Arts Commission's grant recommendations for fiscal year 2024.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Allocations

Proposed budget for FY 24 Arts Commission | \$ 313,461

ARPA01 \$ 45,973

ARPA02 \$ 41,699

**Proposed budget for FY 24 art grant allocation \$ 401,133**

Organization	Event	Grant Requested	Average % Score	Grant Request Adjusted by Avg % Score	Percentage of Overall Grant Requests	Proposed Grant Recommendation	Proposed Total by Organization	ARPA01 Funding	ARPA02 Funding
The Crossroads to Texas Quilt Guild	40 Years of Quilting Gems 1984-2024	\$ 10,000	94.77%	\$ 9,477	Funded with ARPA01	\$ 9,477	\$ 9,477	\$ 9,477	
Project Spread A Lil Love	Rhythm and Music Film Fest	\$ 39,840	79.00%	\$ 31,474	5.89%	\$ 20,107	\$ 20,107		
Killeen Sister Cities, Osan, Korea, Committee	International Festival	\$ 6,700	87.78%	\$ 5,881	1.10%	\$ 3,757			
	Cultural Exchange	\$ 23,300	91.56%	\$ 21,332	3.99%	\$ 13,628	\$ 17,385	\$ 9,124	
Vive Les Arts Societe	Clue: The Musical	\$ 15,000	96.56%	\$ 14,483	2.71%	\$ 9,253	\$ 45,594		
	Rudolph the Red Nosed Reindeer	\$ 15,000	95.00%	\$ 14,250	2.67%	\$ 9,104			
	Dirty Rotten Scoundrels	\$ 15,000	95.57%	\$ 14,336	2.68%	\$ 9,158			
	A Monster Calls	\$ 15,000	94.83%	\$ 14,225	2.66%	\$ 9,088			
	Disney's Beauty and the Beast	\$ 15,000	93.83%	\$ 14,075	2.64%	\$ 8,991			
The Zamore Foundation	Stage Play	\$ 15,000	84.67%	\$ 12,700	2.38%	\$ 8,113	\$ 13,394		
	Arts and Chats Youth Speaking Competition	\$ 10,000	82.67%	\$ 8,267	1.55%	\$ 5,281			
Armed Forces Natural Hair and Health	Armed Forces Natural Hair and Health Expo	\$ 49,362	95.00%	\$ 46,894	8.78%	\$ 29,958	\$ 135,719	\$ 9,124	\$ 13,900
	Veggie and Art Fest	\$ 75,930	91.00%	\$ 69,096	12.94%	\$ 44,142			
	Killeen Black Art and Film Festival	\$ 37,040	82.56%	\$ 30,579	5.73%	\$ 19,535			
	Music Fest	\$ 76,266	86.38%	\$ 65,875	12.33%	\$ 42,084			
IMPAC Outreach	African American Art and History Showcase	\$ 10,340	93.56%	\$ 9,674	1.81%	\$ 6,180	\$ 33,391	\$ 9,124	\$ 13,900
	Taste of Africa	\$ 14,473	89.44%	\$ 12,945	2.42%	\$ 8,270			
	Rhythm & Vibes: Killeen Poetry Slam	\$ 9,700	92.56%	\$ 8,978	1.68%	\$ 5,736			
	Inspired Voice Narrative Project	\$ 26,100	79.20%	\$ 20,670	3.87%	\$ 13,205			
Vive Les Arts Children's Theatre	Finding Nemo JR.	\$ 15,000	93.33%	\$ 14,000	2.62%	\$ 8,944	\$ 35,722		
	Willie Wonka and the Chocolate Factory	\$ 15,000	93.22%	\$ 13,983	2.62%	\$ 8,933			
	Mean Girls JR.	\$ 15,000	94.00%	\$ 14,100	2.64%	\$ 9,008			
	Missoula Children's Theatre	\$ 15,000	92.22%	\$ 13,833	2.59%	\$ 8,837			
Songhai Bamboo Roots Association	Kwanzaa	\$ 15,000	86.44%	\$ 12,967	2.43%	\$ 8,284	\$ 37,212	\$ 9,124	\$ 13,899
	Trail Ride/Southern Soul	\$ 25,000	87.13%	\$ 21,782	4.08%	\$ 13,915			
	Caribbean AFRAM Festival	\$ 25,000	94.00%	\$ 23,500	4.40%	\$ 15,013			
It's All About You Talent Services	Youth Takeover Holiday Bazaar	\$ 3,000	75.44%	\$ 2,263	0.42%	\$ 1,446	\$ 2,690		
	2 Sides to Every King Mens Event	\$ 2,896	67.22%	\$ 1,947	0.36%	\$ 1,244			
Arts Commission	Solar Eclipse Event	N/A	N/A	N/A	Funded with HOT Funds	\$ 50,442	\$ 50,442		
<b>TOTALS</b>		<b>\$ 609,947</b>		<b>\$ 543,586</b>	<b>100%</b>	<b>\$ 401,133</b>	<b>\$ 401,133</b>	<b>\$ 45,973</b>	<b>\$ 41,699</b>



# KILLEEN ARTS COMMISSION FY 2024 GRANT AWARDS

RS-23-132

August 15, 2023

237

# Background

2

- Texas Tax Code 351.101 - Hotel Occupancy Tax (HOT)
  - Requires hotel occupancy tax revenues to be spent in a manner that directly enhances and promotes tourism, the convention industry, and the hotel industry
  - Authorizes municipalities to allocate up to 15% of hotel occupancy tax collections for the arts
  - Total FY 2024 grants to the arts allocation is \$401,133
    - American Rescue Plan Act of 2021 (ARPA) \$87,672
    - HOT Fund \$313,461

# Arts Commission Funding

3

	<b>HOT Fund</b>	<b>ARPA Allocated</b>	<b>ARPA Expended</b>	<b>ARPA Pending</b>	<b>ARPA Remaining</b>
<b>FY2021*</b>	\$ -	\$ 100,283	\$ 49,832	\$ 4,478	\$ 45,973
<b>FY2021</b>	85,000	102,167	60,468	-	41,699
<b>FY2022</b>	37,167	192,455	192,455	-	-
<b>FY2023</b>	230,000	-	-	-	-
	<u>\$ 352,167</u>	<u>\$ 394,905</u>	<u>\$ 302,755</u>	<u>\$ 4,478</u>	<u>\$ 87,672</u>

**\*Cancelled events in FY 2020**

# Grant Award Process

4

- March 5 and March 19 – notice of mandatory workshop published
- March 24 and March 31 – staff held grant application workshop
- April 21 – grant application due
- June 9 – Arts Commission evaluated grant applications
- July 14 – Arts Commission reviewed art grant recommendations

# Grant Award Recommendations

5

Grantee	Hot Fund	ARPA	Total
The Crossroads to Texas Quilt Guild	\$-	\$9,477	\$9,477
Project Spread a Lil Love	20,107		20,107
Killeen Sister Cities, Osan, Korea, Committee	8,261	9,124	17,385
Vive Les Arts Societe	45,594		45,594
The Zamore Foundation	13,394		13,394
Armed Forces Natural Hair and Health	112,695	23,024	135,719
IMPAC Outreach	10,367	23,024	33,391
Vive Les Arts Children's Theatre	35,722		35,722
Songhai Bamboo Roots Association	14,189	23,023	37,212
Its All About You Talent Services	2,690		2,690
Killeen Arts Commission – Solar Eclipse 2024	50,442		50,442
<b>Total</b>	<b>\$313,461</b>	<b>\$87,672</b>	<b>\$401,133,241</b>

# Arts Commission – Solar Eclipse 2024

6

- Three-day event to promote tourism and the arts within the City of Killeen
- Friday April 5, 2024
  - ▣ Paint and Sip and sculpture unveiling held in downtown Killeen
- Saturday April 6, 2024
  - ▣ Mini-concert highlighting performers from Central Texas
- Sunday April 7, 2024
  - ▣ Town hall in downtown Killeen educating participants about the eclipse closing with a cover band singing “Final Countdown”

# Alternatives

7

- Do not approve the Arts Commission's grant recommendations
- Amend the Arts Commission's grant recommendations
- Approve the Arts Commission's grant recommendations

# Recommendation

8

City Council approve the Arts Commission's grant recommendations



# City of Killeen

## Staff Report

File Number: OR-23-015

---

Consider an ordinance repealing the youth curfew ordinance, Chapter 16, Article V of the Code of Ordinances.

**DATE:** August 15, 2023  
**TO:** Kent Cagle, City Manager  
**FROM:** Holli Clements, City Attorney  
**SUBJECT:** Repeal Youth Curfew Ordinance

### **BACKGROUND AND FINDINGS:**

H.B. 1819 adopted revisions to Chapter 370 of the Texas Local Government Code which provide that a municipality may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age effective September 1, 2023.

### **THE ALTERNATIVES CONSIDERED:**

The alternatives are:

- 1) Not Repeal the youth curfew ordinance; or
- 2) Repeal the youth curfew ordinance.

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

Staff recommends repeal of the youth curfew ordinance to comply with the new state law and give clear direction to both staff and citizens.

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

This action conforms to City Policy.

### **FINANCIAL IMPACT:**

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

None

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

Not Applicable

**Is this expenditure budgeted?**

Not Applicable

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

Not Applicable

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

Not Applicable

**RECOMMENDATION:**

City staff recommends that the City Council repeal the youth curfew ordinance, Chapter 16, Article V of the Code of Ordinances to comply with the new state law.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance Repealing Youth Curfew  
H.B. 1819

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 16, MISCELLANEOUS PROVISIONS AND OFFENSES, ARTICLE V, YOUTH CURFEW, OF THE CITY OF KILLEEN'S CODE OF ORDINANCES REPEALING YOUTH CURFEW REGULATIONS; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, H.B. 1819 adopted revisions to Chapter 370 of the Texas Local Government Code which provide that a municipality may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age;

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

**SECTION I:** That Chapter 16, Miscellaneous Provisions and Offenses, Article V, Youth Curfew, of the City of Killeen Code of Ordinances is hereby repealed in its entirety.

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

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

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

**SECTION V.** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this \_\_\_ day of \_\_\_\_\_, 20\_\_, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

**APPROVED:**

\_\_\_\_\_

Debbie Nash-King, MAYOR

**ATTEST:**

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Laura Calcote, CITY SECRETARY

**APPROVED AS TO FORM:**

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Holli Clements, CITY ATTORNEY

1 AN ACT

2 relating to the repeal of the authority of political subdivisions  
3 to adopt or enforce juvenile curfews.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Article 45.045(c), Code of Criminal Procedure,  
6 is amended to read as follows:

7 (c) This article does not limit the authority of a court to  
8 order a child taken into custody under Article 45.058 [~~or 45.059~~].

9 SECTION 2. Article 45.060(a), Code of Criminal Procedure,  
10 is amended to read as follows:

11 (a) Except as provided by Article [~~Articles~~] 45.058 [~~and~~  
12 ~~45.059~~], an individual may not be taken into secured custody for  
13 offenses alleged to have occurred before the individual's 17th  
14 birthday.

15 SECTION 3. Section 51.02(15), Family Code, is amended to  
16 read as follows:

17 (15) "Status offender" means a child who is accused,  
18 adjudicated, or convicted for conduct that would not, under state  
19 law, be a crime if committed by an adult, including:

20 (A) running away from home under Section  
21 51.03(b)(2);

22 (B) a fineable only offense under Section  
23 51.03(b)(1) transferred to the juvenile court under Section  
24 51.08(b), but only if the conduct constituting the offense would

1 not have been criminal if engaged in by an adult;

2 (C) a violation of standards of student conduct  
3 as described by Section 51.03(b)(4);

4 (D) [~~a violation of a juvenile curfew ordinance~~  
5 ~~or order,~~

6 [~~(E)~~] a violation of a provision of the Alcoholic  
7 Beverage Code applicable to minors only; or

8 (E) [~~(F)~~] a violation of any other fineable only  
9 offense under Section 8.07(a)(4) or (5), Penal Code, but only if the  
10 conduct constituting the offense would not have been criminal if  
11 engaged in by an adult.

12 SECTION 4. Section 38.003(a), Government Code, is amended  
13 to read as follows:

14 (a) The judge of a county, justice, or municipal court, in  
15 accordance with Section 38.002, may award money from a judicial  
16 donation trust fund established under Section 38.001 to eligible  
17 children or families who appear before the court for a truancy [~~or~~  
18 ~~curfew~~] violation or in another misdemeanor offense proceeding  
19 before the court.

20 SECTION 5. Section 71.0352, Government Code, is amended to  
21 read as follows:

22 Sec. 71.0352. JUVENILE DATA: JUSTICE, MUNICIPAL, AND  
23 TRUANCY COURTS. As a component of the official monthly report  
24 submitted to the Office of Court Administration of the Texas  
25 Judicial System:

26 (1) a justice court, municipal court, or truancy court  
27 shall report the number of cases filed for:

1 (A) truant conduct under Section 65.003(a),  
2 Family Code; and

3 (B) the offense of parent contributing to  
4 nonattendance under Section 25.093, Education Code; and

5 [~~(C) a violation of a local daytime curfew  
6 ordinance adopted under Section 341.905 or 351.903, Local  
7 Government Code; and~~]

8 (2) in cases in which a child fails to obey an order of  
9 a justice court, municipal court, or truancy court under  
10 circumstances that would constitute contempt of court, the justice  
11 court, municipal court, or truancy court shall report the number of  
12 incidents in which the child is:

13 (A) referred to the appropriate juvenile court  
14 for delinquent conduct as provided by Article 45.050(c)(1), Code of  
15 Criminal Procedure, or Section 65.251, Family Code; or

16 (B) held in contempt, fined, or denied driving  
17 privileges as provided by Article 45.050(c)(2), Code of Criminal  
18 Procedure, or Section 65.251, Family Code.

19 SECTION 6. Chapter 370, Local Government Code, is amended  
20 by adding Section 370.007 to read as follows:

21 Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a)  
22 Notwithstanding any other law, a political subdivision may not  
23 adopt or enforce an order, ordinance, or other measure that imposes  
24 a curfew to regulate the movements or actions of persons younger  
25 than 18 years of age.

26 (b) This section does not apply to a curfew implemented  
27 under Chapter 418, Government Code, for purposes of emergency

1 management.

2 SECTION 7. Section 8.07(e), Penal Code, is amended to read  
3 as follows:

4 (e) A person who is at least 10 years of age but younger than  
5 15 years of age is presumed incapable of committing an offense  
6 described by Subsection (a)(4) or (5) [~~other than an offense under~~  
7 ~~a juvenile curfew ordinance or order~~]. This presumption may be  
8 refuted if the prosecution proves to the court by a preponderance of  
9 the evidence that the actor had sufficient capacity to understand  
10 that the conduct engaged in was wrong at the time the conduct was  
11 engaged in. The prosecution is not required to prove that the actor  
12 at the time of engaging in the conduct knew that the act was a  
13 criminal offense or knew the legal consequences of the offense.

14 SECTION 8. The following provisions are repealed:

- 15 (1) Article 45.059, Code of Criminal Procedure;  
16 (2) Section 341.905, Local Government Code;  
17 (3) Section 351.903, Local Government Code; and  
18 (4) Section 370.002, Local Government Code.

19 SECTION 9. A violation of a juvenile curfew ordinance or  
20 order may not be prosecuted or adjudicated after the effective date  
21 of this Act. If on the effective date of this Act a criminal or  
22 civil action is pending for a violation of a juvenile curfew  
23 ordinance or order, the action is dismissed on that date. However,  
24 a final conviction or adjudication for a violation of a juvenile  
25 curfew ordinance or order that exists on the effective date of this  
26 Act is unaffected by this Act.

27 SECTION 10. This Act takes effect September 1, 2023.

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President of the Senate

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Speaker of the House

I certify that H.B. No. 1819 was passed by the House on May 4, 2023, by the following vote: Yeas 114, Nays 28, 1 present, not voting.

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Chief Clerk of the House

I certify that H.B. No. 1819 was passed by the Senate on May 17, 2023, by the following vote: Yeas 31, Nays 0.

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Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

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Governor



# REPEAL OF YOUTH CURFEW

OR-23-015

August 15, 2023

254

# Background

2

- ❑ In May 2023, City Council readopted its youth curfew ordinance.
- ❑ The state legislature subsequently adopted HB 1819 prohibiting a political subdivision from adopting or enforcing an ordinance imposing a curfew to regulate the movements or actions of persons younger than 18 years of age.
- ❑ Effective Date of new law: September 1, 2023

# Options

3

- Do not repeal the youth curfew ordinance; or
- Repeal the youth curfew ordinance to comply with state law effective September 1, 2023.

# Recommendation

4

- Staff recommends to repeal the youth curfew ordinance to comply with state law.



# City of Killeen

## Staff Report

File Number: PH-23-045

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

**DATE:** August 22, 2023  
**TO:** Kent Cagle, City Manager  
**FROM:** Miranda Drake, Assistant Director of Finance  
**SUBJECT:** Budget Amendment

**BACKGROUND AND FINDINGS:**

This budget amendment addresses two initiatives:

1. Allocate additional funding for right-of-way acquisitions and construction for the 12" Sewer Main in Trimmier Creek Basin project. This project is funded with Wastewater Impact Fees and an interlocal agreement with KISD for funding of 50% of the project up to \$750,000. This budget amendment will increase the project funding in the Wastewater Impact Fee Fund.

**Expense**

Land/ROW \$75,391  
Construction 287,746  
**TOTAL Expense \$363,137**

2. On January 24, 2023, City Council approved ordinance amendments to Section 31-393 - Vacant structures in the historic overlay district. Part of the ordinance amendments included an annual registration fee and annual inspection fee. This budget amendment allocates the additional revenue received in excess of the amount budgeted for the current fiscal year and appropriates the offsetting expense for a downtown project. City Council requested these funds be used specifically for downtown projects.

**Revenue**

Vacant Structure Permit \$5,500  
**TOTAL Revenue \$5,500**

**Expense**

Professional Services \$5,500  
**TOTAL Expense \$5,500**

**THE ALTERNATIVES CONSIDERED:**

Option 1 - Do not approve the ordinance amending the FY 2023 Annual Budget.  
Option 2 - Approve the ordinance amending the FY 2023 Annual Budget.

**Which alternative is recommended? Why?**

Option 2 is recommended to approve the ordinance amending the FY 2023 Annual Budget.

**CONFORMITY TO CITY POLICY:**

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

**FINANCIAL IMPACT:**

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

This budget amendment will appropriate FY 2023 expenses in the amount of \$363,137 in the Wastewater Impact Fee Fund and \$5,500 in expenditures in the General Fund.

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

One-time

**Is this expenditure budgeted?**

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

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

N/A

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

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

**RECOMMENDATION:**

City Council approve the ordinance amending the FY 2023 Annual Budget

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2022 to September 30, 2023, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to amend the FY 2023 Annual Budget; and

**WHEREAS**, the budget amendment requires City Council approval;

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

**SECTION 1.** That Ordinance 22-067, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2022 to September 30, 2023, be amended as to the portion of said budget as follows:

**Revenues:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-0000-322.01-05	Vacant Structure Permit		\$ 3,700
	Allocate the surplus revenue obtained beyond the budgeted amount for the Vacant Structure Permit towards a downtown project, offsetting the related expenses.	5,500	
	<b>Budget Change Sub-total</b>	5,500	
	<b>Account Sub-total</b>		9,200
	<b>REVENUES TOTAL</b>	<b>\$ 5,500</b>	<b>\$ 9,200</b>

**Expenditures:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
010-4051-450.47-99	Professional Services		33,600
	Allocate the surplus revenue obtained beyond the budgeted amount for the Vacant Structure Permit towards a downtown project, offsetting the related expenses.	5,500	
	<b>Budget Change Sub-total</b>	5,500	
	<b>Account Sub-total</b>		39,100

**Expenditures (continued):**

390-8934-493.69-02	Land/ROW		33,000
	Additional costs for construction and right-of-way acquisitions are allocated for the 12" Sewer Main in Trimmier Creek Basin project.	75,391	
	<b>Budget Change Sub-total</b>	75,391	
	<b>Account Sub-total</b>		108,391
390-8934-493.69-03	Construction		502,700
	Additional costs for construction and right-of-way acquisitions are allocated for the 12" Sewer Main in Trimmier Creek Basin project.	287,746	
	<b>Budget Change Sub-total</b>	287,746	
	<b>Account Sub-total</b>		790,446
	<b>EXPENDITURES TOTAL</b>	<b>\$ 368,637</b>	<b>\$ 937,937</b>

**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

**SECTION V:** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 22<sup>nd</sup> day of August 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED**

\_\_\_\_\_  
Debbie Nash-King  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Laura J. Calcote  
City Secretary

\_\_\_\_\_  
Holli C. Clements  
City Attorney



# BUDGET AMENDMENT

PH-23-045

August 15, 2023

263

# Budget Amendment

2

- ▣ 12” Sewer Main in Trimmier Creek Basin Project –
  - Wastewater Impact Fee Fund –
    - Right of Way Acquisitions Total - \$108,391
      - Current Budget: \$33,000
      - Budget Amendment: \$75,391
    - Construction Total - \$1,540,446
      - Budgeted: \$750,000 Interlocal Agreement with Killeen ISD
      - Budgeted: \$502,700 Wastewater Impact Fee Fund
      - Budget Amendment: \$287,746

# Budget Amendment (cont'd)

<b>Project</b>	<b>Expense</b>	<b>FY 2023 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
12" Sewer Main in	Land/ROW	\$ 33,000	\$ 75,391	\$ 108,391
Trimmier Creek Basin	Construction	1,252,700	287,746	1,540,446
	<b>Total Expense</b>	<b>\$ 1,285,700</b>	<b>\$ 363,137</b>	<b>\$ 1,648,837</b>

# Budget Amendment (cont'd)

4

- Vacant Structure Permit – appropriate surplus revenue towards Downtown Project
  - Revenue
    - Original Budget \$3,700
    - Budget Amendment: \$5,500
  - Expense
    - Budget Amendment: \$5,500 for Downtown Project

# Budget Amendment (cont'd)

<b>Project</b>	<b>Revenue</b>	<b>FY 2023 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
Downtown	Vacant Structure Permit	\$ 3,700	\$ 5,500	\$ 9,200
	<b>Total Revenue</b>	<b>\$ 3,700</b>	<b>\$ 5,500</b>	<b>\$ 9,200</b>

<b>Project</b>	<b>Expense</b>	<b>FY 2023 Budget</b>	<b>Budget Change</b>	<b>Amended Budget</b>
Downtown	Professional Services	33,600	5,500	39,100
	<b>Total Expense</b>	<b>\$ 33,600</b>	<b>\$ 5,500</b>	<b>\$ 39,100</b>

# Recommendation

6

City Council approve the ordinance amending the FY 2023 Annual Budget



# City of Killeen

## Staff Report

File Number: PH-23-046

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**HOLD** a public hearing and consider an ordinance submitted by CSH Avenue Heights, Ltd., on behalf of SSK Lodging, LLC (**Case #Z23-06**), to rezone approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from "B-5" (Business District) to "R-3A" (Multifamily Apartment Residential District). The property is locally addressed as 2600 Illinois Avenue, Killeen, Texas.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** Zoning Case #23-06: "B-5" (Business District) to "R-3A" (Multifamily Apartment Residential District)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** SSK Lodging, LLC

**Agent:** CSH Avenue Heights, Ltd - Russ Michaels

**Current Zoning:** "B-5" (Business District)

**Proposed Zoning:** "R-3A" (Multifamily Apartment Residential District)

**Current FLUM Designation:** 'Urban Village and Floodplain'

#### **Summary of Request:**

CSH Avenue Heights, LTD, on behalf of SSK Lodging, LLC, has submitted a request to rezone approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from "B-5" (Business District) to "R-3A" (Multifamily Apartment Residential District).

If approved, the intended use of the property is the proposed Avenue Heights Apartments, which will be a mixed-income apartment community providing affordable housing choices to families and the workforce community of Killeen, Texas. The proposed development will include 69 units of Class A apartments and associated amenities. Of the 69 units proposed, 21 will be one-bedroom (600 sq. ft.) units and 48 will be two-bedroom (850 sq. ft.) units. Proposed amenities include a clubhouse and pool.

On February 7, 2023, the City Council approved a Resolution of Support for the application to The Texas Department of Housing & Community Affairs for the Avenue Heights proposed affordable

housing development (Resolution No. 23-031R).

**Killeen Code of Ordinances Chapter 31 Compliance:**

In accordance with section 31-256.1(a) of the City of Killeen Code of Ordinances, the "R-3A" zoning district allows apartment complexes by-right.

**Zoning/Plat Case History:**

The property was annexed into the city in 1962. The subject property was zoned "B-5" (Business District) on September 12, 1978. The subject property has not been platted.

**Character of the Area:**

**North:** Existing residential properties zoned "R-1" (Single-Family Residential District).

**South:** Vacant non-residential property remainder zoned "B-5" (Business District).

**West:** Vacant non-residential property remainder zoned "B-5" (Business District).

**East:** Existing non-residential properties zoned "B-3" (Local Business District).

**Future Land Use Map Analysis:**

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and is designated as 'Urban Village' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan. There is a proposed trail on the Parks Masterplan located to the north of the property along the right-of-way of Illinois Avenue.

The 'Urban Village' place type is intended to be a center of activity with active streets focus on people, prioritizes walkability, and pedestrians take precedence over automobiles. This place type promotes a mix of uses including residential uses such as townhouses, small plex (2-6 units), and apartments; non-residential uses such as all scales of commercial development or industrial uses; and mixed-use such as live-work, few over, or many over.

The 'Neighborhood Infill' growth sector includes already developed areas with access to city services and infrastructure but have been vacant, underutilized, or were poorly developed properties. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

The request is consistent with the following recommendations of the 2022 Comprehensive Plan:

- LU3 - Encourage incremental evolution of neighborhoods
- LU4 - Prioritize infill and revitalization in north Killeen

The Comprehensive Plan highlights the importance of building a diverse mix of housing options at a different price point in order to keep housing in a community affordable and attract and retain people at different stages of life and at different socioeconomic levels. If approved, the proposed development will provide a mixed-income apartment community that provides affordable housing choices to families and the workforce community within the city.

**Neighborhood Analysis:**

**Land Use:**

- This property is located within Killeen Development Zone #3.
- Current land use mix within this area comprises approximately:
  - 10% non-residential
  - 90% residential uses

**Zoning district breakdown in DZ3:**

- 48% non-residential zoning districts
- 52% residential zoning districts

\*Excludes special districts such as conditional or special use permits and planned unit developments.

**'Urban Village'** promotes:

Use Mix: up to 80% non-residential, 40% residential uses

Primary Uses: Professional Offices, Corporate Office, Urban Residential, Restaurants, Retail, Entertainment

Secondary Uses: Civic Buildings, Institutions, Education, Parks, Senior Housing

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Illinois Avenue, which is classified as a 70-foot Collector on the City of Killeen Thoroughfare Plan. Staff estimates that there will be 381 trips generated per day, with 31 peak hour trips, and has determined that a Traffic Impact Analysis is not required for the proposed land use.

**Environmental Assessment:**

The property is not in any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified forty-one (41) surrounding property owners regarding this request. Of those property owners notified, twenty-five (25) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and fifteen (15) reside outside of Killeen. As of date of this staff report, staff has received one (1) written response in opposition regarding the request.

**Staff Findings:**

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

**THE ALTERNATIVES CONSIDERED:**

The City Council may:

- Disapprove the applicant’s request;
- Approve a more restrictive zoning district than requested; or
- Approve the request as presented by the applicant.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant’s request to rezone the property from “B-5” (Business District) to “R-3A” (Multifamily Apartment Residential District).

Staff finds that the request is consistent with the recommendations of the 2022 Comprehensive Plan, as indicated in the Comprehensive Plan Analysis.

In addition, the City Council has provided Resolution of Support (Resolution No. 23-031R) for the proposed affordable housing development funded through the Low Income Housing Tax Credit (LIHTC) program.

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City’s policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

This request does not involve the expenditure of City funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

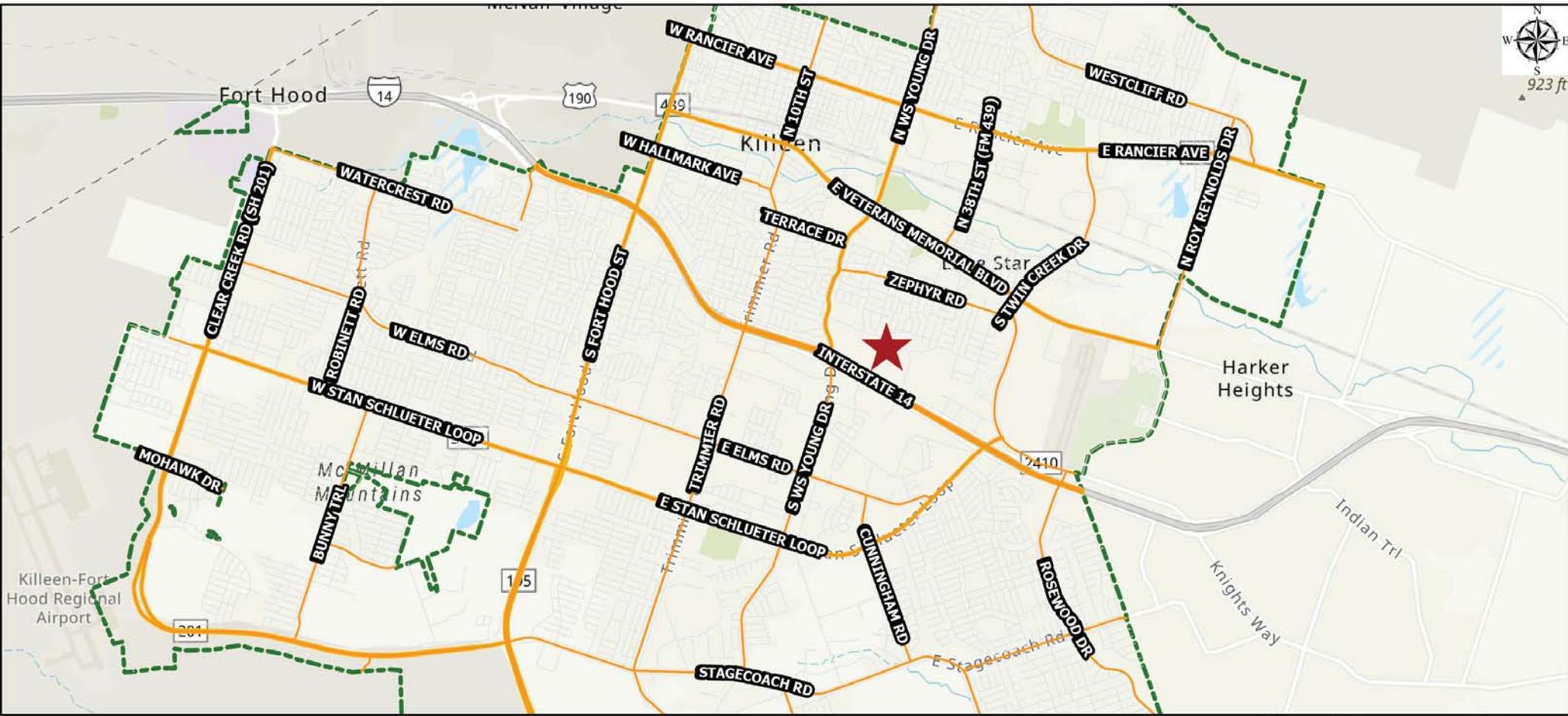
At their regular meeting on July 17, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

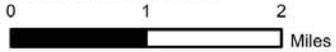
**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Conceptual Site Plan  
Multifamily Site Plan  
Letter of Request  
Responses  
Minutes  
Ordinance  
Pharr vs. Tippitt considerations



**LOCATION MAP**

Council District: 2



Subject Property Legal Description: A0150BC W H COLE, 701-1-1, NORTH SIDE NEW HWY 190 ACRES 3.92

# Zoning Case 2023-06

## B-5 TO R-3A

**Legend**

— Major Roads

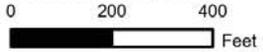
City Limits

★ Zoning Case Location



**AERIAL MAP**

Council District: 2

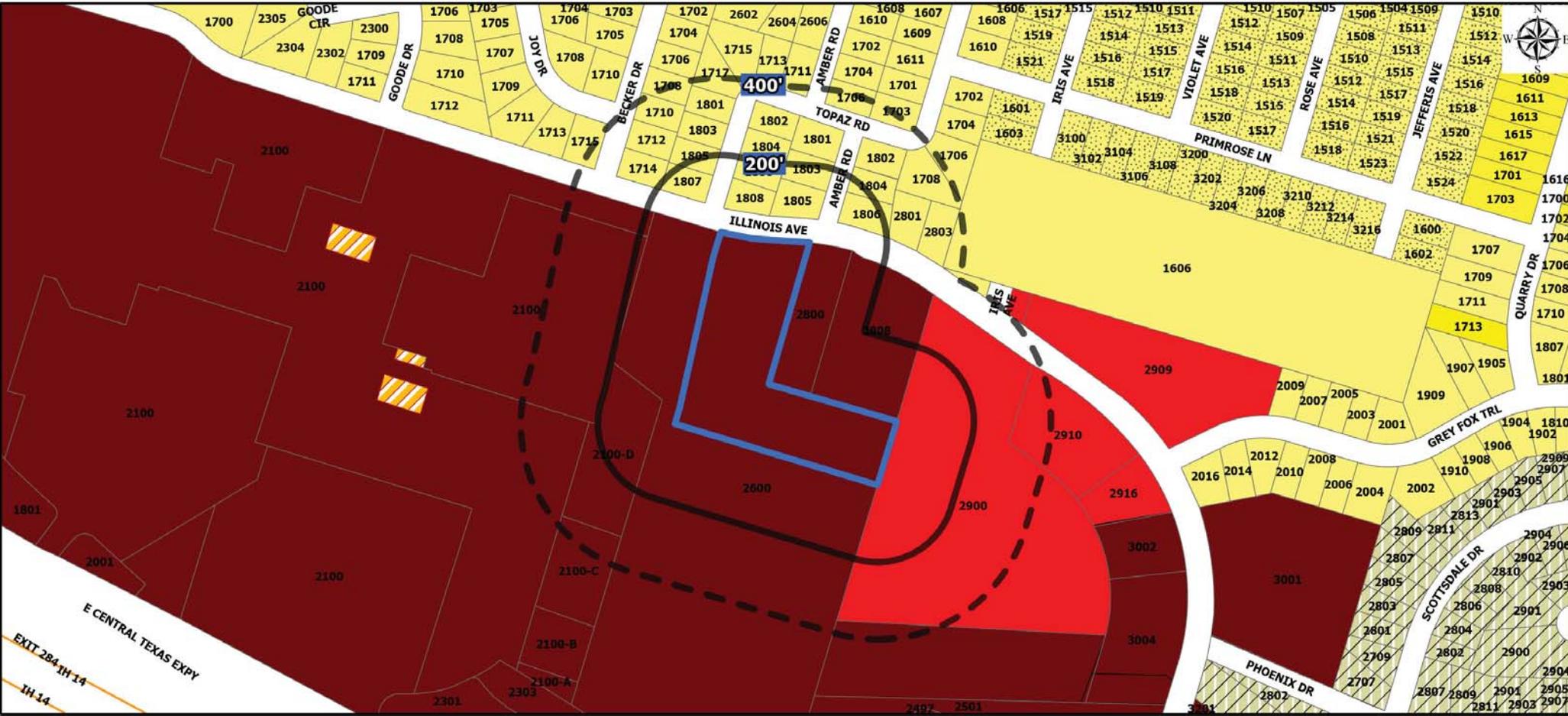


# Zoning Case 2023-06

## B-5 TO R-3A

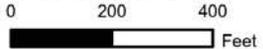
Legend  
 Citylimits

Subject Property Legal Description: A0150BC W H COLE, 701-1-1, NORTH SIDE NEW HWY 190 ACRES 3.92



**NOTIFICATION MAP**

Council District: 2



Subject Property Legal Description: A0150BC W H COLE, 701-1-1, NORTH SIDE NEW HWY 190 ACRES 3.92

**Zoning Case 2023-06**  
**B-5 TO R-3A**

Legend	
	B-3
	B-5
	RC-1
	CUP
	R-1
	R-1X
	R-3
	R1-A

# SITE PHOTOS

Case #Z23-06: "B-5" to "R-3A"



View of the subject property looking south:



View of the surrounding property looking east:



# SITE PHOTOS

Case #Z23-06: "B-5" to "R-3A"

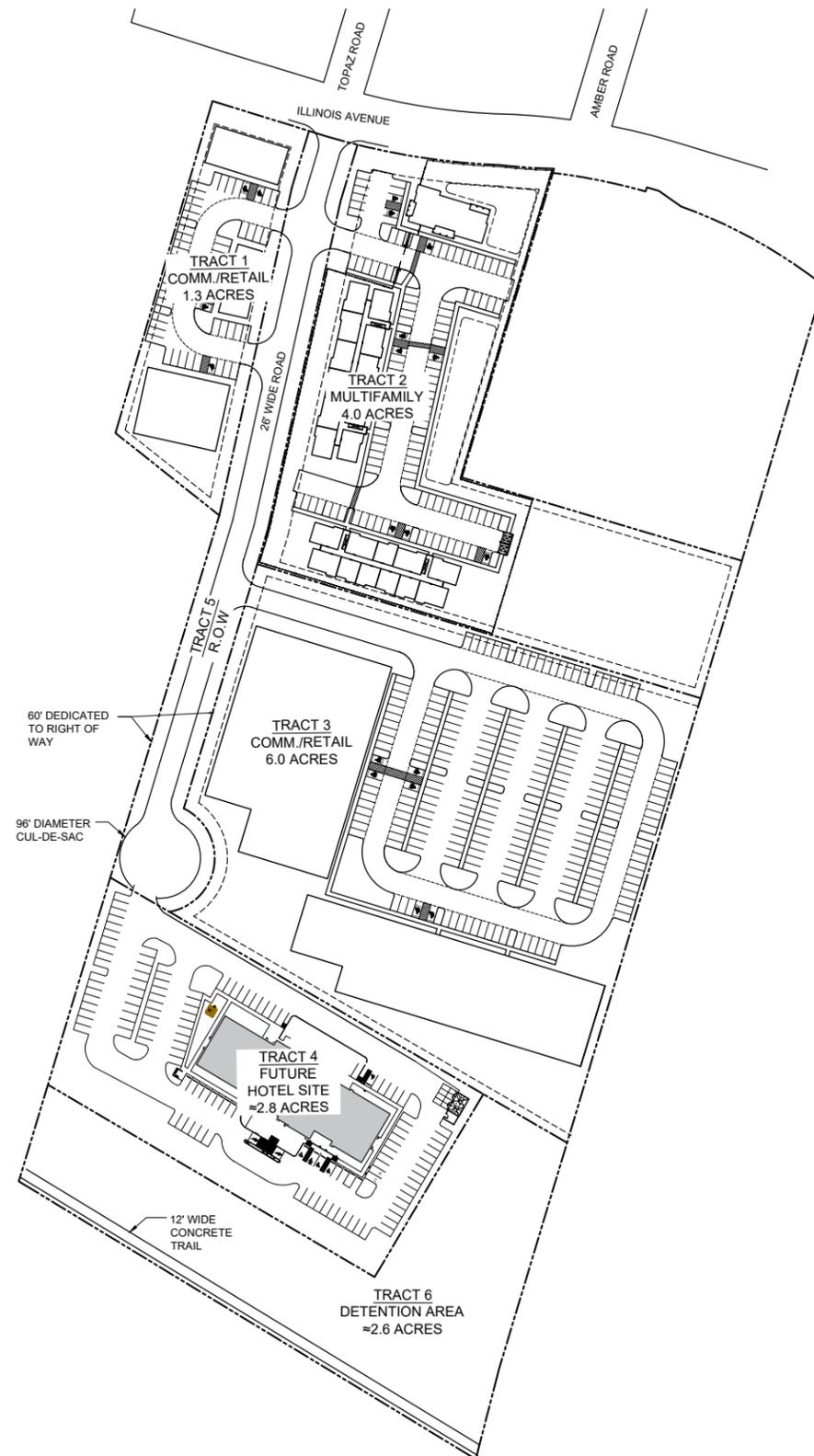


View of the surrounding property looking west:



View of the surrounding property looking north:





<b>TRACT 1 (COMMERCIAL/RETAIL SITE #1)</b>	
ACRES	1.3
(3) 1 STORY BUILDINGS	15,000 S.F.
ZONING	B-5

<b>TRACT 2 (MULTIFAMILY)</b>	
ACRES	4.0
(2) 3 STORY BUILDINGS	
TOTAL UNITS	69
UNITS/ACRE	17.25
PROPOSED ZONING	R-3A

<b>TRACT 3 (COMMERCIAL/RETAIL SITE #2)</b>	
ACRES	6.00
(3) 1 STORY BUILDINGS	75,000 S.F.
ZONING	B-5

<b>TRACT 4 (FUTURE HOTEL)</b>	
ACRES (TOTAL)	5.4
ACRES (BUILDABLE)	2.8
(1) 3 STORY BUILDING	16,156 S.F.
TOTAL ROOMS	105

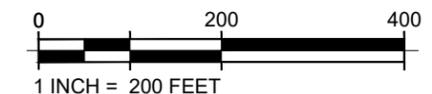
<b>TRACT 5 (FUTURE RIGHT-OF-WAY)</b>	
ACRES	1.4
WIDTH	60 FEET
ROADWAY	26 FEET
CUL-DE-SAC	96 FEET DIAMETER

<b>TRACT 6 (DETENTION AREA)</b>	
ACRES	2.6

**SSK LODGING TRACT  
KILLEEN, TEXAS**



**- MASTER SITE PLAN**



DATE: 05.11.23

**A1.3**

MASTER SITE  
PLAN  
Copyright © 2023

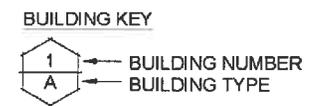


**SITE DATA (MULTIFAMILY)**

ACRES	4.00
(2) 3 STORY BUILDINGS	
TOTAL UNITS	69
UNITS/ACRE	17.25

KNOWN EASEMENTS SHOWN  
NO KNOWN FLOODPLAIN

- SITE AMENITIES**
- CLUBHOUSE
  - AMENITY AREAS
  - POOL



**UNIT TABULATION**

TYPE	# UNITS	UNIT S.F.	TOTAL S.F.
A1 - ONE BEDROOM, ONE BATH	21 (30%)	600 S.F.	12,600 S.F.
B1 - TWO BEDROOM, TWO BATH	48 (70%)	850 S.F.	40,800 S.F.
<b>TOTAL</b>	<b>69 (100%)</b>		<b>53,400 S.F.</b>

**ACCESSIBLE UNITS**

TOTAL UNITS	69
ADA UNITS (5% OF TOTAL UNITS)	5
A1 HC UNITS	2
B1 HC UNITS	3
H&V UNITS (2% OF TOTAL UNITS)	2
A1 HV UNITS	1
B1 HV UNITS	1

..... ACCESSIBLE ROUTE

**PARKING REQUIRED**

1 2/3 PER UNIT	115
<b>TOTAL</b>	<b>115</b>

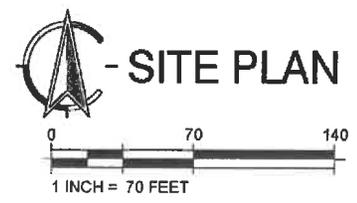
**PARKING PROVIDED**

STANDARD SPACES	114
ACCESSIBLE SPACES	7
VAN ACCESSIBLE	3
<b>TOTAL</b>	<b>124</b>

PARKING RATIO = 1.80

**BUILDING TABULATION**

TYPE	A	B	CLUBHOUSE	TOTAL
# BLDGS	1	1	1	3
# STORIES	3	3		
UNITS/ BUILDING	42	27		69
BREEZEWAY S.F.	5,282 S.F.	3,770 S.F.		9,052 S.F.
NET RENTABLE S.F.	32,700 S.F.	26,700 S.F.		53,400 S.F.
TOTAL GROSS BLDG S.F.	37,982 S.F.	24,470 S.F.	4,038 S.F.	66,488 S.F.



February 15, 2023

City of Killeen  
Wallis Meshier, CNU-A  
200 East Avenue D, Suite 6  
Killeen, Texas 76541

**RE: AVENUE HEIGHTS AT APOX 2600 ILLINOIS AVE – REZONING APPLICATION**

Dear Ms. Meshier,

Please accept this letter of request for the enclosed rezoning application for approximately 3.92 acres of land located at approximately 2600 Illinois Avenue, Killeen, Texas 76543 (the Subject Property). The Subject Property is a portion of a larger 18.117 acre tract owned by SSK Lodging LLC. Currently, the SSK Lodging LLC property is zoned B-5, “Business District.” The Applicant is requesting to rezone the Subject Property to allow for a multifamily use to facilitate the proposed Avenue Heights Apartments development. The City’s Future Land Use Map indicates the area of the proposed development to be within Urban Center (UC), which is consistent with the proposed multifamily use on this property.

The zoning change would accommodate the development of the proposed Avenue Heights, a mixed-income apartment community providing affordable housing choices to families and the workforce community of Killeen, Texas. Avenue Heights will be Class A new construction offering up to approximately 70 units in a mix of 1-bedroom and 2-bedroom unit configurations. The project will also include the construction of upscale resident amenities and a community center, and upon completion, will provide a robust program of resident empowerment services. Also at this time, the Council of the City of Killeen has provided a full resolution of support for the purposes of an application for tax credits to financially support the proposed development.

The subject property would be situated along Illinois Avenue between the Killeen Mall to the west and other retail uses immediately to the site’s east. Across Illinois Avenue to the north is single family residential. The Applicant understands the balance of the parent tract to be developed as a mix of additional residential uses and potentially a hotel use. The proposed development is consistent with the mix of commercial, retail and residential uses in this area, and the Applicant does not foresee a negative impact to the surrounding properties as a result of the proposed Avenue Heights development.

Thank you for your consideration of the enclosed rezoning application and we look forward to our continued work with the City of Killeen.

Sincerely,



Russ Michaels, Esq.

CSH Avenue Heights, Ltd.  
russ@CSH-Vault.com  
(212) 960-3913



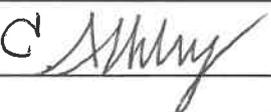
## CITY OF KILLEEN – ZONING CHANGE APPLICATION

### Requirements for all zoning change application submittals:

*All zoning change application materials must be submitted by 11:00 a.m. on the intake deadline.*

- Completed zoning change application (original, signed)
  - Must be signed by the property owner, or in the case of a corporation or partnership, documentation must be provided authorizing a single party to sign on behalf of the corporation or partnership
- Application fee (cash or check, only; checks made payable to City of Killeen)
  - Zoning change application: \$500.00 + \$10.00 Tech Fee
  - Conditional Use Permit Application: \$500.00 + \$10.00 Tech Fee
  - Planned Unit Development (PUD) \$1,000.00 + \$10.00 Tech Fee
- Traffic Impact Analysis (TIA) Worksheet + \$100.00 fee
- Traffic Impact Analysis (TIA) + \$750.00 (if required)
- Description of property location (in one of the following forms)
  - Property address
  - Property survey
  - Legal description (subdivision name with lot and block)
  - Metes and bounds description
- Warranty deed (showing current ownership of the property)
- Letter of request signed by property owner or applicant, including the following information:
  - Reason for the request and proposed use of the property
  - Whether or how the proposed change will impact the surrounding properties
  - Whether the request is consistent with the Future Land Use Map (FLUM)  
*(If the request is not consistent with the FLUM, an amendment request must be submitted.)*
- Digital copies of all submittal documents
  - Electronic copies in .pdf format of all submittal documents
  - Must be provided on a disc (CD or DVD), USB flash drive or email
  - File names should include the name of each application document (i.e. “APP”, “DEED”, etc.)

*For additional zoning change requirements, please reference  
Killeen Code of Ordinances, Chapter 31 - Zoning.*

YOUR NAME: Christian Ashley		PHONE NUMBER: 228 223 6695
CURRENT ADDRESS: 2031 33rd St NW, Minot ND, 58703, APT #310		
ADDRESS OF PROPERTY OWNED: 2803 Illinois Ave		
COMMENTS: I am in opposition of rezoning B-5 to R-3A. The rezoning will change the character of the surrounding neighborhood. This will lead to safety issues, traffic delays, and increased noise. The neighborhood will suffer a decrease in property values.		
RECEIVED		
JUL 17 2023		
PLANNING		
SIGNATURE: 		REQUEST: "B-5" to "R-3A" SP0# Z13-06/ 28

P.O. Box 1329 Killeen, Texas 76541 254.501-7648 Fax 254.501.7628  
[www.KilleenTexas.gov](http://www.KilleenTexas.gov)

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**JULY 17, 2023**  
**CASE# Z23-06**  
**“B-5” to “R-3A”**

**HOLD** a public hearing and consider a request submitted by CSH Avenue Heights, Ltd., on behalf of SSK Lodging, LLC (**Case #Z23-06**), to rezone approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from “B-5” (Business District) to “R-3A” (Multifamily Apartment Residential District). The property is locally addressed as 2600 Illinois Avenue, Killeen, Texas.

Ms. Larsen presented the staff report for this item. She stated that, if approved, the applicant intends to develop the property as a mixed-income apartment community.

The request for “R-3A” (Multifamily Apartment Residential District) is consistent with the Urban Village land use designation.

Ms. Larsen stated that staff finds the request is consistent with the recommendations of the 2022 Comprehensive Plan. In addition, the City Council has provided Resolution of Support (Resolution No. 23-031R) for the proposed affordable housing development funded through the Low Income Housing Tax Credit (LIHTC) program. Therefore, staff recommends approval of the request as presented.

Mr. Matt Higgins was present to represent the request.

Vice Chair Gukeisen opened the public hearing at 5:41 p.m.

Ms. Melissa Brown spoke in favor to the request. Ms. Brown stated that the area is in high need of affordable housing and the walkability will allow citizens access to essentials, even if they do not have transportation. Ms. Brown also stated that this was a tax credit project that was approved by the City Council and a limited amount of tax credit housing projects that get approved each year statewide.

With no one else wishing to speak, the public hearing was closed at 5:44 p.m.

Commissioner Ploeckelmann moved to approve the request as presented. Commissioner Jones seconded, and the motion passed by a vote of 4 to 0.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 3.92 ACRES OUT OF THE W. H. COLE SURVEY, ABSTRACT NO. 150, 701-1-4, NORTHSIDE, FROM “B-5” (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.**

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

**WHEREAS**, CSH Avenue Heights, Ltd., on behalf of SSK Lodging, LLC, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from “B-5” (Business District) to “R-3A” (Multifamily Apartment Residential District);

**WHEREAS**, the Planning and Zoning Commission of the City of Killeen, following a public hearing on the 17<sup>th</sup> day of July 2023, duly recommended approval of the application for amendment;

**WHEREAS**, 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 22<sup>nd</sup> day of August 2023, at the City Hall, City of Killeen; and

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission.

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

**SECTION I.** That the zoning classification of approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from “B-5” (Business District) to “R-3A” (Multifamily Apartment Residential District), said request being duly recommended for approval of “R-3A” (Multifamily Apartment Residential District) for the property locally addressed as 2600 Illinois Avenue, Killeen, Texas.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 22<sup>nd</sup> day of August 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Laura J. Calcote, CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Holli C. Clements, CITY ATTORNEY**

Case #23-06

Ord. #23-\_\_

# CONSIDERATIONS

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

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## B. Conditional Use Permit (if applicable)

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

## C. Conditions to Consider

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



**CASE #Z23-06:  
“B-5” TO “R-3A”**

PH-23-046

August 15, 2023

289

# Case #Z23-06: “B-5” to “R-3A”

- ❑ **HOLD** a public hearing and consider an ordinance requested by CSH Avenue Heights, Ltd., on behalf of SSK Lodging, LLC (**Case #Z23-06**), to rezone approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from “B-5” (Business District) to “R-3A” (Multifamily Apartment Residential District).
- ❑ The property is locally addressed as 2600 Illinois Avenue, Killeen, Texas.





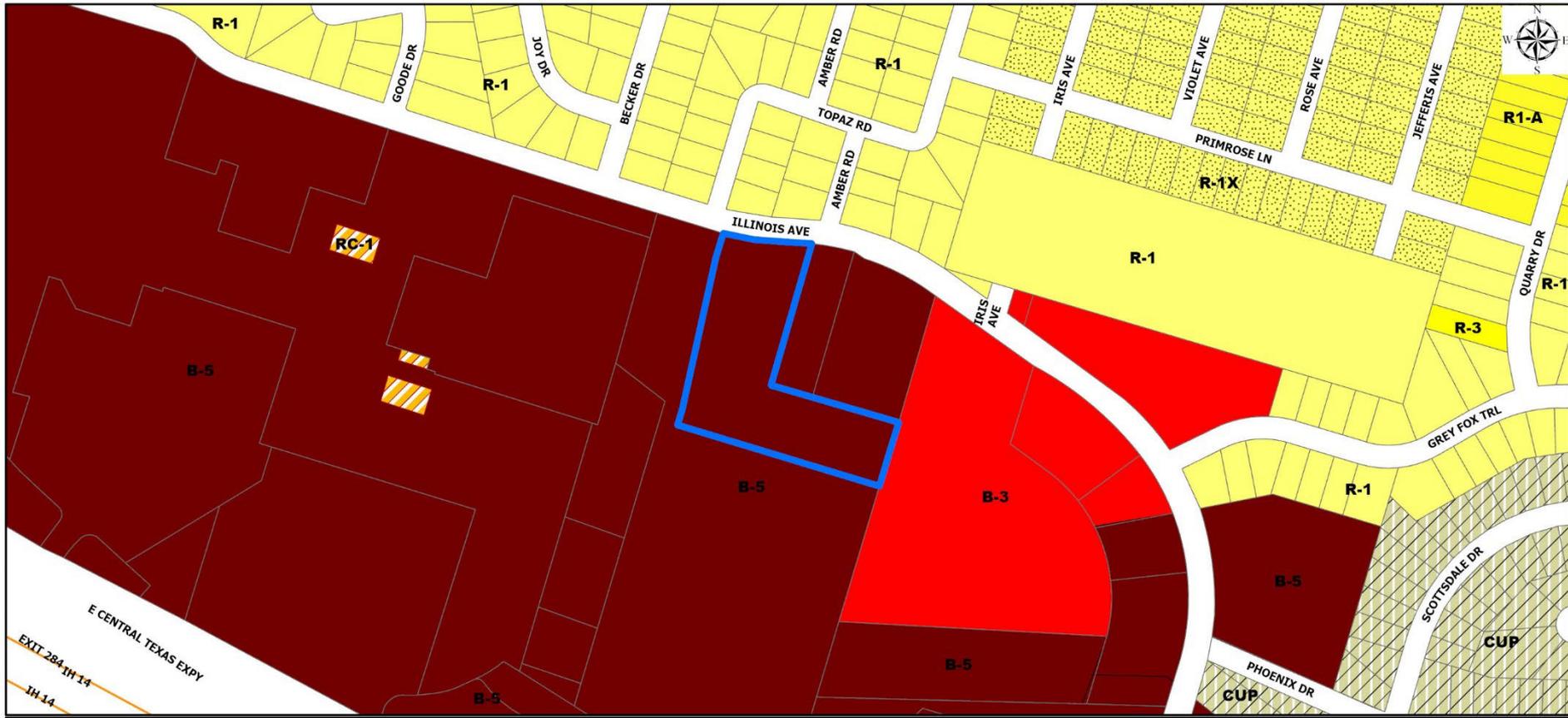
AERIAL MAP  
Council District: 2  
0 200 400  
Feet

# Zoning Case 2023-06

## B-5 TO R-3A

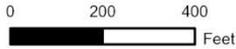
Subject Property Legal Description:A0150BC W H COLE, 701-1-1, NORTH SIDE NEW HWY 190 ACRES 3.92

Legend  
 Citylimits



ZONING MAP

Council District: 2

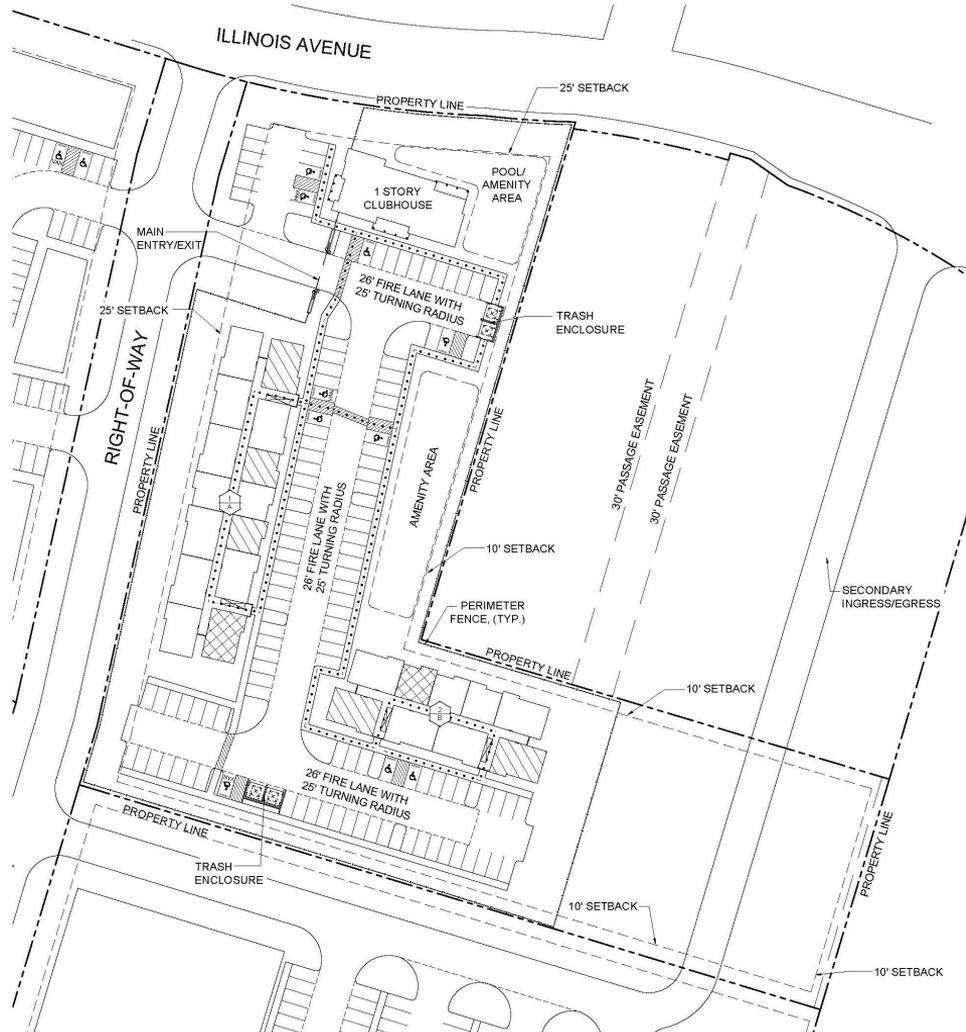


Zoning Case 2023-06  
B-5 TO R-3A

Subject Property Legal Description: A0150BC W H COLE, 701-1-1, NORTH SIDE NEW HWY 190 ACRES 3.92

# Case #Z23-06: “B-5” to “R-3A”

- ❑ If approved, the applicant intends to develop Avenue Heights apartments, a mixed-income apartment community providing affordable housing choices to families and the workforce community of the city.
- ❑ Approx. 69 units of class A apartments and associated amenities
  - ❑ 21 one-bedroom (600 sq ft) units
  - ❑ 48 two-bedroom (850 sq ft) units
  - ❑ Clubhouse and pool



**SITE DATA (MULTIFAMILY)**

ACRES	4.00
(2) 3 STORY BUILDINGS	
TOTAL UNITS	69
UNITS/ACRE	17.25

KNOWN EASEMENTS SHOWN  
NO KNOWN FLOODPLAIN

**SITE AMENITIES**

- CLUBHOUSE
- AMENITY AREAS
- POOL

**BUILDING KEY**



**UNIT TABULATION**

TYPE	# UNITS	UNIT S.F.	TOTAL S.F.
A1 - ONE BEDROOM, ONE BATH	21 (30%)	600 S.F.	12,600 S.F.
B1 - TWO BEDROOM, TWO BATH	48 (70%)	850 S.F.	40,800 S.F.
<b>TOTAL</b>	<b>69 (100%)</b>		<b>53,400 S.F.</b>

**ACCESSIBLE UNITS**

TOTAL UNITS	69
ADA UNITS (5% OF TOTAL UNITS)	5
A1 HC UNITS	2
B1 HC UNITS	3
H&V UNITS (2% OF TOTAL UNITS)	2
A1 HV UNITS	1
B1 HV UNITS	1

..... ACCESSIBLE ROUTE

**PARKING REQUIRED**

1 2/3 PER UNIT	115
<b>TOTAL</b>	<b>115</b>

**PARKING PROVIDED**

STANDARD SPACES	114
ACCESSIBLE SPACES	7
VAN ACCESSIBLE	3
<b>TOTAL</b>	<b>124</b>

PARKING RATIO = 1.80

# Comprehensive Plan Analysis

8

- ❑ 'Neighborhood Infill' Growth Sector
- ❑ Killeen Development Zone #3
- ❑ Approximately 10% non-residential uses and 90% residential uses of current land use mix
- ❑ Approximately 48% non-residential zoning districts and 52% residential zoning districts



# Comprehensive Plan Analysis – Neighborhood Analysis

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- This request is consistent with the ‘Urban Village’ designation of the Future Land Use Map (FLUM).
- ‘Urban Village’ promotes a use mix of up to 80% non-residential and 40% residential uses.
- ‘Urban Village’ place types are intended to be a center of activity with active streets focus on people, prioritizes walkability, and pedestrians take precedence over automobiles.

# Comprehensive Plan Analysis

10

- The request is supports or furthers the implementation of the following Comprehensive Plan recommendations:
  - ▣ **LU3** – Encourage incremental evolution of neighborhoods
  - ▣ **LU4** – Prioritize infill and revitalization in North Killeen

# Comprehensive Plan Analysis

11

- The comprehensive plan highlights importance of building a diverse mix of housing options at different price points to keep housing affordable and to attract and retain people at different stages of life and socioeconomic levels.

# Environmental Assessment

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

# Case #Z23-06: “B-5” to “R-3A”

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View of the subject property looking south:



# Case #Z23-06: “B-5” to “R-3A”

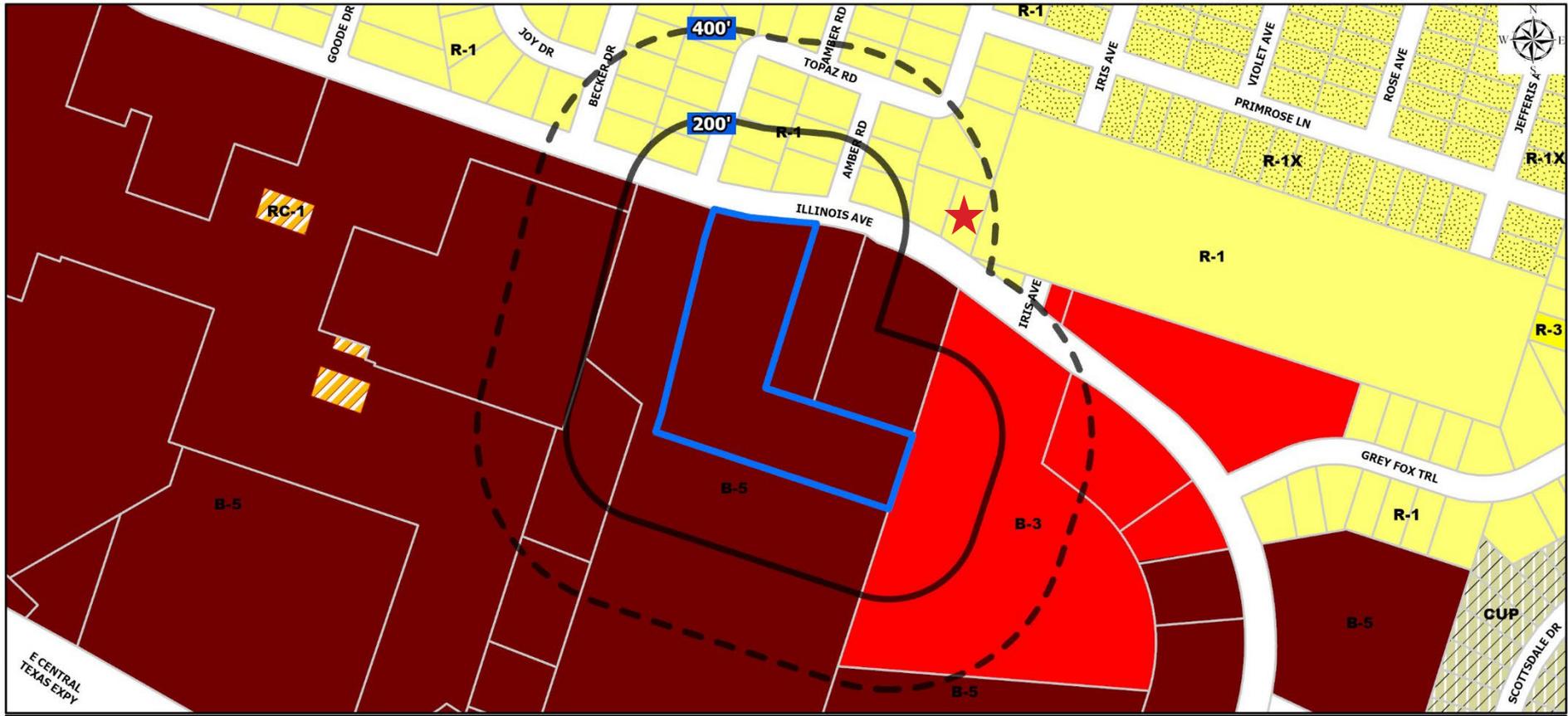
14

View of the surrounding property looking north:



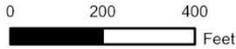
# Public Notification

- Staff notified forty-one (41) surrounding property owners regarding this request.
- Of those notified, twenty-five (25) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and fifteen (15) property owners reside outside of Killeen.
- To date, staff has received one (1) written response in opposition to this request.



**ZONING MAP**

Council District: 2



Subject Property Legal Description: A0150BC W H COLE, 701-1-1, NORTH SIDE NEW HWY 190 ACRES 3.92

**Zoning Case 2023-06**  
**B-5 TO R-3A**

 **Property Owner in Oppos 304**

# Alternatives

17

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's request;
  - ❑ Approve a more restrictive zoning district than requested; or
  - ❑ Approve the applicant's request as presented.

# Staff Recommendation

- ❑ Staff finds that the request is consistent with the recommendations of the 2022 Comprehensive Plan, as indicated in the Comprehensive Plan Analysis.
- ❑ In addition, City Council provided a full resolution of support (Resolution No. 23-031R) for the proposed affordable housing development funded through the Low Income Housing Tax Credit (LIHTC) program.
- ❑ Therefore, staff recommends approval of the applicant's request for "R-3A" (Multifamily Apartment Residential District). 306

# Commission Recommendation

- At their regular meeting on July 17, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.



# City of Killeen

## Staff Report

File Number: PH-23-047

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**HOLD** a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of nine (9) property owners (**Case #Z23-15**) to amend the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft. The properties are generally located on the east side of Rosewood Drive at the intersections of Rosewood Drive and Rose Garden Loop, Killeen, Texas.

**DATE:** August 15, 2023

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** Zoning Case #23-15: PUD Amendment

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** Nine (9) property owners (Abbott Springs, LTD, CE & CP Construction LLC, CE & CP LLC, CNL LP, Cobra Development Inc, E Construction LLC, Eleanor Cornell, SS Springs LLC, Gretchen & Paul Williams, Yellowstone Builders LLC)

**Agent:** Quintero Engineering, LLC

**Current Zoning:** Planned Unit Development (PUD)

**Proposed Zoning:** Planned Unit Development (PUD) Amendment

**Current FLUM Designation:** 'Residential Mix'

#### **Summary of Request:**

Quintero Engineering, LLC, on behalf of nine (9) property owners, has submitted a request to amend the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 square feet to 10,000 square feet.

If approved, the applicant intends to develop a 22,000 sq. ft. commercial building, which will consist of one 10,000 sq. ft. lease space, and an additional 12,000 sq. ft. of commercial lease spaces, which can be broken down into six individual 2,000 sq. ft. lease spaces.

In accordance with the approved Rosewood Springs PUD (Ordinance No. 19-017), "a building or premises [...] shall not exceed a gross building size of thirty thousand (30,000) square feet, and no

single leased/owned business shall exceed five thousand (5,000) square feet". The intent of the requested PUD amendment is to allow for a single leased/owned business to be up to ten thousand (10,000) square feet instead of five thousand (5,000).

**Zoning/Plat Case History:**

This subject property was rezoned from "B-3" (Local Business District) to a Planned Unit Development (PUD) on May 14, 2019, via Ordinance No. 19-017. The current zoning includes PUD w/ customized "RBD" (Rosewood Business District), "SR-1" (Suburban Residential Single-Family Residential District), "R-1" (Single-Family Residential District), "SF-2" (Single-Family Residential District), customized "V" (Villa District), "R-2" (Two-Family Residential District), and Flex Lots with "SR-1", "R-1", "SF-2", "V", and "R-2" uses. The subject property is platted as parts of Rosewood Addition, Rosewood Commercial, and Rosewood Springs Phase One.

**Character of the Area:**

**North:** Undeveloped lots and existing commercial businesses zoned "B-3" (Local Business District)

**South:** Existing single-family homes zoned "R-1" (Single-Family Residential District)

**West:** Undeveloped lots and existing multifamily zoned "B-3" (Local Business District) and Planned Unit Development (PUD)

**East:** Outside of the City limits

**Future Land Use Map Analysis:**

The subject property is located within the 'Intended Growth' area on the Growth Sector Map and is designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. Commercial uses need to be context sensitive and neighborhood scale commercial should be allowed along avenues and higher intensity roadways.

The 'Intended Growth' growth sector includes vacant tracts currently under development or already have development approvals secured for future buildout. It also includes property that is in close proximity to existing development and has access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

The request supports or furthers the following 2022 Comprehensive Plan recommendations:

- LU1 - Use place types and complete neighborhoods as building blocks
- NH4 - Build complete neighborhoods

The Comprehensive Plan emphasizes place-based economic development and an increase in demand for "complete" neighborhoods where a variety of residential types, office, and retail are all integrated together.

**Neighborhood Analysis:**

**Land Use:**

- This property is located within Killeen Development Zone #7.
- Current land use mix within this area comprises approximately:
  - 1% non-residential uses
  - 99% residential uses

**Zoning district breakdown in DZ7:**

- 3% agricultural
- 6% non-residential zoning districts
- 91% residential zoning districts.

\*These numbers exclude special districts such as conditional or special use permits and planned unit developments.

'Residential Mix' promotes:

**Use Mix:** up to 25% non-residential, 95% residential uses

**Primary Uses:** Single-Family, Accessory Dwelling Unit (ADU), Townhouses, Smallplex (2-4 Units), Live-work

**Secondary Uses:** Small Office, Small Retail, Restaurant, Accessory Commercial Unit (ACU), School, House of Worship

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Rosewood Drive, which is classified as a 100-foot wide Minor Arterial on the City of Killeen Thoroughfare Plan. Staff estimates that this development will generate 1,398 trips per day, with 160 peak hour trips. The development is already constructed and was not required to submit a Traffic Impact Analysis based on the date of the preliminary plat.

**Environmental Assessment:**

The southwest corner of the subject property is within the FEMA Zone AE regulatory Special Flood Hazard Area (SFHA). There is a riverine habitat and freshwater pond located on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified one-hundred and seven (107) surrounding property owners regarding this request. Of those property owners notified, forty-two (42) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and thirteen

(13) reside outside of Killeen. As of date of this staff report, staff has received thirteen (13) written responses from two (2) different property owners in support of the request (KNC Associates and Abbott Springs, Ltd.), and one (1) written response in opposition (5405 Birmingham Circle).

**Staff Findings:**

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

**THE ALTERNATIVES CONSIDERED:**

The City Council may:

- Disapprove the applicant’s PUD amendment request;
- Approve the PUD amendment request with conditions; or
- Approve the PUD amendment request as presented by the applicant.

**Which alternative is recommended? Why?**

Staff recommends approval of the requested PUD amendment with condition that number 16 on the list of permitted uses be amended as follows:

16. “Retail uses and businesses ~~of all sizes to include secondhand goods and antiques with no outside storage or display of secondhand goods, excluding the sale of~~ secondhand goods”.

Staff finds that approval of the request will allow development of a ten thousand (10,000) sq. ft. retail store, while also ensuring that the sale of secondhand goods will not be permitted within the development.

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City’s policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of City funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

At their regular meeting on July 17, 2023, the Planning and Zoning Commission recommended approval of the requested PUD amendment with condition that No. 16 on the list of permitted uses be amended to exclude secondhand goods, but allow for antique stores, as follows:

~~“Retail uses and businesses of all sizes to include secondhand goods and antiques with no outside storage or display of secondhand goods, excluding the sale of secondhand goods, but allowing for the sale of antiques.”~~

The motion passed by a vote of 3 to 2, with Commissioners Sabree and Ploeckelmann in opposition.

Commissioner Sabree expressed concern regarding the proliferation of dollar stores in the area.

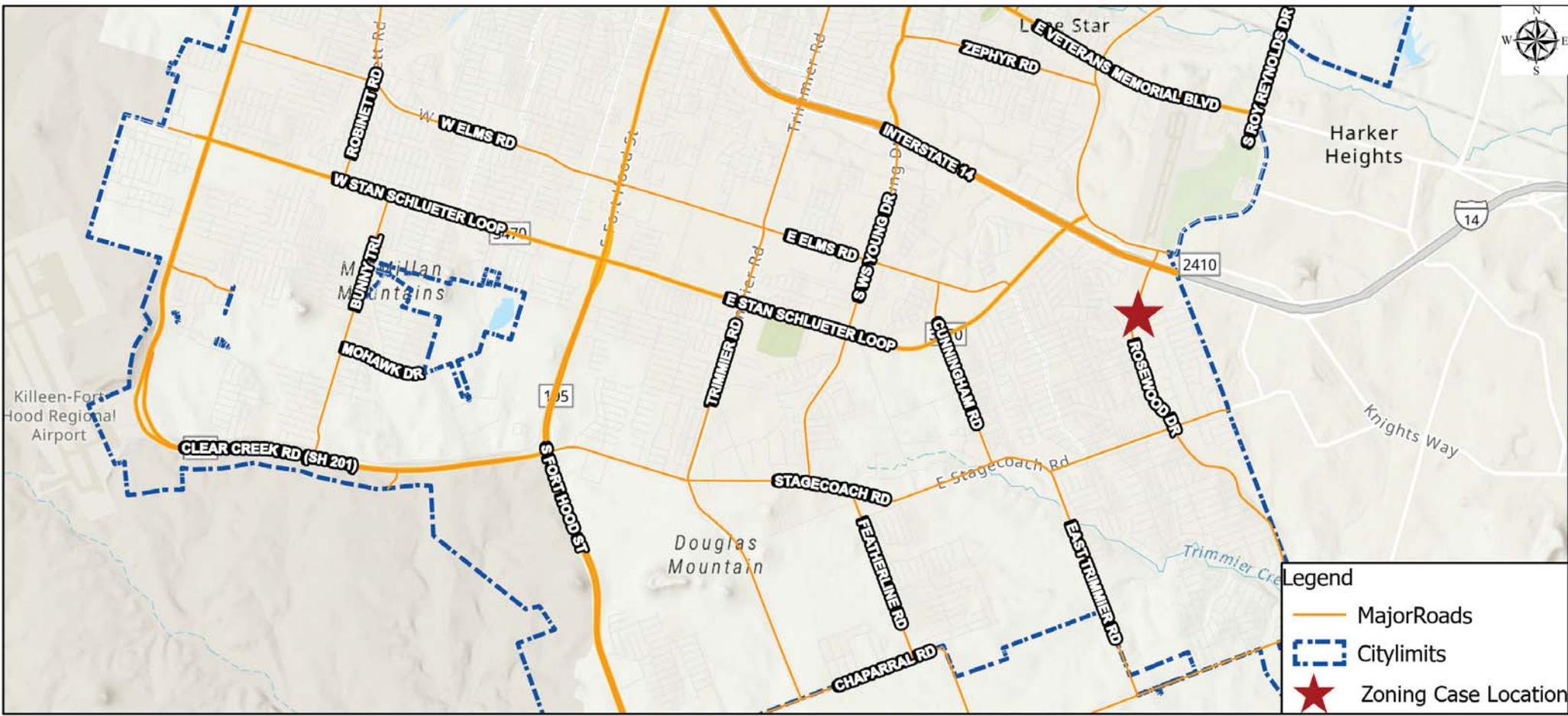
Commissioner Ploeckelmann stated that he supports the recommendation by staff.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

- Maps
- Site Photos
- Letter of Request
- PUD Amendment
- PUD Amendment with Staff Recommendation
- Responses
- Minutes
- Ordinance
- Pharr vs. Tippitt Considerations



LOCATION MAP  
Council District: 2

## Zoning Case 2023-15

### AMENDMENT TO PUD STANDARD

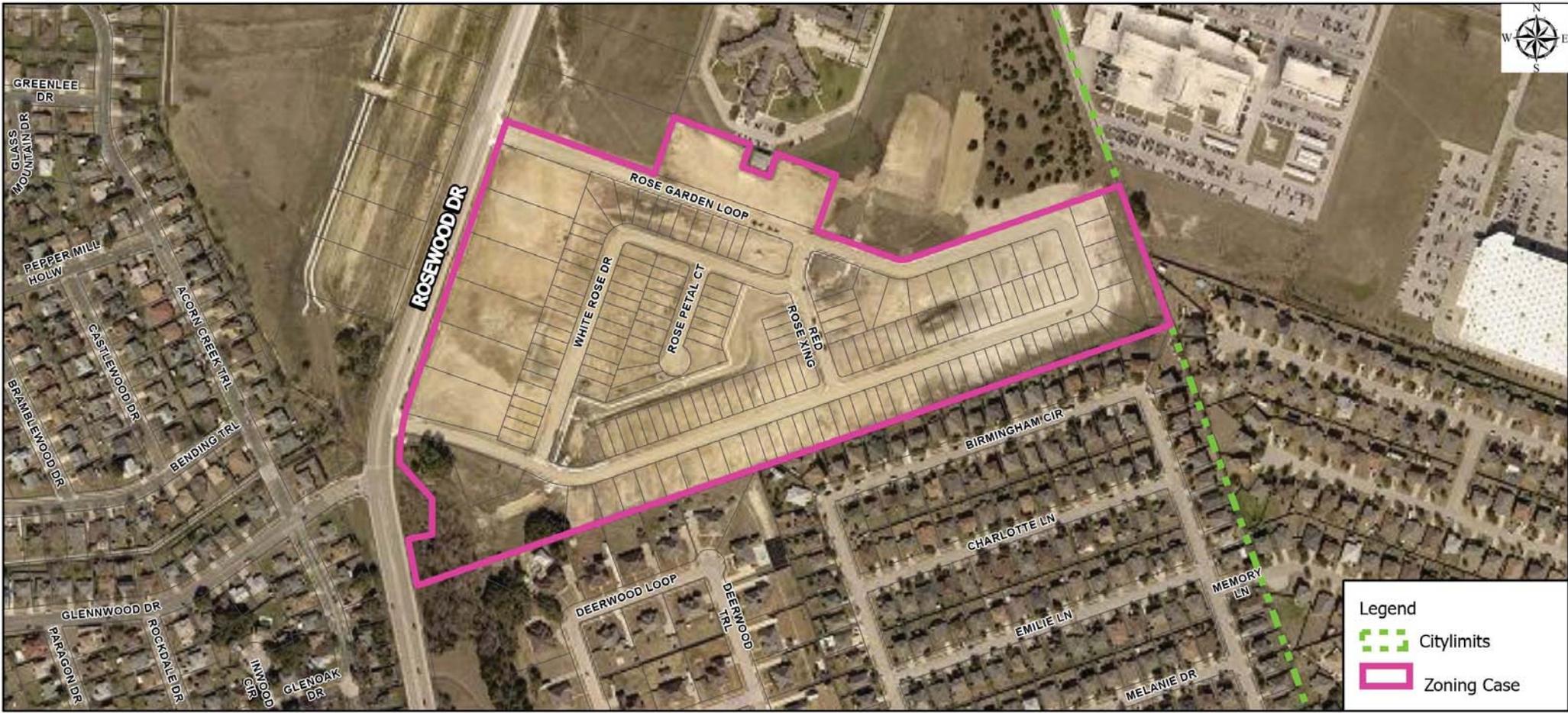
Subject Property Legal Description:

Being Lots 1-5, Block 1, Rosewood Springs Preliminary Plat, and all of Lots 1-30, Block 2, Lots 1-54, Block 3, Lots 1-44, Block 4 and Lots 1-35, Block 5, Rosewood Springs, Phase One, recorded in Instrument No. 2021-39491 – A, B, C, & D, Plat Records of Bell County Texas, and Lots 1-6, Rosewood Commercial, recorded in Plat Year 2018, No. 87, Plat Records of Bell County, Texas.



**Legend**

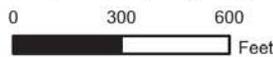
-  Major Roads
-  City Limits
-  Zoning Case Location



AERIAL MAP  
 Council District: 2

## Zoning Case 2023-15 AMENDMENT TO PUD STANDARD

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Legend	
	Citylimits
	Zoning Case

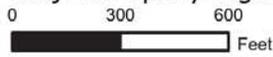


NOTIFICATION MAP  
Council District: 2

### Zoning Case 2023-15 AMENDMENT TO PUD STANDARD

- Legend
- Current Zoning
  - B-5
  - PUD
  - R-2
  - B-3
  - CUP
  - R-1
  - RT-1

Subject Property Legal Description: Being Lots 1-5, Block 1, Rosewood Springs Preliminary Plat, and all of Lots 1-30, Block 2, Lots 1-54, Block 3, Lots 1-44, Block 4 and Lots 1-35, Block 5, Rosewood Springs, Phase One, recorded in Instrument No. 2021-39491 – A, B, C, & D, Plat Records of Bell County Texas, and Lots 1-6, Rosewood Commercial, recorded in Plat Year 2018, No. 87, Plat Records of Bell County, Texas.



# SITE PHOTOS

Case #Z23-15: PUD to PUD Amendment



View of the subject property looking east:



View of the surrounding property looking north:



# SITE PHOTOS

Case #Z23-15: PUD to PUD Amendment



View of the surrounding property looking south:



View of the surrounding property looking west:



# Quintero Engineering, LLC

Civil Engineering • Land Surveying  
Planning • Construction Management  
www.quinteroeng.com



April 20, 2023

City of Killeen – Planning & Development Services  
Attn: Wallis Meshier  
200 E. Avenue D, 2<sup>nd</sup> Floor  
Killeen, Texas 76541

RE: Zoning Change Letter of Request – Rosewood Drive, Killeen

Dear Mrs. Meshier,

On behalf of the owner of the property, we are submitting this letter of request for a Planned Unit Development (PUD) amendment on the existing PUD (ordinance 19-017) for the properties located at 3918-4900 Rosewood Drive, Killeen. The surrounding properties are a mixture of Local Business District (B-3) and the existing PUD which has Local Business District (B-3), Single-Family Residential District (SF-2), Two-Family Residential District (R-2), and Residential Townhouse Single-Family District (RT-1). Based on the existing PUD, the aforementioned lots would be non-conforming. This amendment would increase the single leased/owned business area from the existing maximum 5,000 square foot lease area to a maximum of 10,000 square feet. This would allow the property to be more marketable and promote commercial growth for the surrounding residential properties. We have recently submitted a re-plat for Lots 2 & 3, Block 2, Rosewood Commercial; it has been administratively approved by City Staff and is waiting for final signatures. The developer plans to develop a 22,000 square foot Commercial building consisting of one (1) - 10,000 square foot commercial lease space, and an additional 12,000 square foot commercial lease areas, which can be broken down to six (6) – 2,000 square foot lease spaces. This change is consistent with the newly adopted comprehensive plan and a PUD amendment will not negatively impact the surrounding properties but rather complement the existing land uses.

Should you need additional information or have any questions, please do not hesitate to contact our office at 254.493.9962 or me directly on my cell phone at 254.394.0034.

Sincerely,

A handwritten signature in red ink that reads 'Gorge J. Meza'.

Gorge J. Meza  
Project Manager  
Quintero Engineering, LLC

1501 W. Stan Schlueter Lp., Killeen, Texas 76549  
Phone 254.493.9962 Fax 254.432.7070  
T.B.P.E. Firm No.: 14709 T.B.P.L.S. Firm No. 10194110

## DISTRICT "RBD" ROSEWOOD BUSINESS DISTRICT

### Purpose.

The "RBD" rosewood business district is created to provide for limited commercial uses serving the common and frequent needs of the residents in the immediate vicinity.

### Use regulations.

A building or premises in a "RBD" rosewood business district shall not exceed gross building size of thirty thousand (30,000) square feet and no single leased/owned business area shall exceed ~~ten-five~~ thousand ~~10,000-5,000~~ square feet. This district shall allow the following uses:

1. Any use permitted in the "B-2" Local Retail District.
2. Bakery or confectionery, wholesale.
3. Day camp.
4. Center for the acute or chronic ill.
5. Appliance (household) sales and repair service.
6. Bakery or confectionery: engaged in preparation, baking, cooking and selling of products at retail on the premises, with six (6) or less employees.
7. Cleaning or laundry (self-service).
8. Cleaning, pressing and dyeing: with six (6) or less employees.
9. Florist, garden shop, greenhouse or nursery office (retail): no growing of plants, shrubs or trees out-of-doors on premises; no outside display or storage unless behind the required front yard or the actual setback of the principal building, whichever is greater.
10. General food products, retail sales, such as supermarkets, butcher shops, dairy stores, seafood sales or health food sales.
11. Cafeteria or catering service.
12. Lodges or fraternal organizations with greater than five thousand (5,000) square feet of leasable space.
13. Restaurant or café permitted to offer alcoholic beverages for sale operating under the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, as amended, all of which are adopted hereby and made a part hereof for all purposes. No restaurant will be permitted to dispense any type of alcoholic beverage through any "drive-through" facility or window.
14. Small animal clinic, pet grooming shop and/or inside kennel and boarding. No cremation or outside kennels.
15. Hotel or motel.
16. Retail uses and businesses of all sizes to include secondhand goods and antiques with no outside storage or display of second hand goods.
17. Auto parts sales, new, at retail.
18. A customarily incidental use: sale of beer and/or wine only for off-premises consumption only shall be considered a customarily incidental use in this district, but not in any residential district or any more restrictive business district.
19. Storage warehouse with leasable space of less than twenty-five thousand (25,000) square feet.
20. Trade or business school.
21. Commercial parking (public garage or parking lot).
22. Veterinarian clinic with indoor pet kennels.
23. Gasoline service station in excess of four (4) pumps, auto laundry or car wash if provided with an eight (8) foot fence in height when adjoining residential
24. Restaurant, coffee shop or café with drive through if provided with an eight (8) foot fence in height when adjoining residential

Height regulations.

No structure shall be erected in a "RBD" rosewood business district having a height in excess of thirty (30) feet.

Area regulations.

- (a) *Size of yards.* The size of yards in the "RBD" rosewood business district shall be as follows:
- (1) *Front yards.* There shall be a front yard having a depth of not less than twenty-five (25) feet.
  - (2) *Side yards.* There shall be a minimum side yard of ten (10) feet if abutting a residentially zoned property. A side yard adjacent to a non-residential zoned property is zero. A side yard adjacent to a side street shall not be less than ten (10) feet.
  - (3) *Rear yards.* There shall be a rear yard having a depth of not less than ten (10) feet.
- (b) *Size of lot.* The size of lots in a "RBD" rosewood business district shall be as follows:
- (1) *Lot area.* No building or structure shall be erected on any lot having less than nine hundred (900) square feet.
  - (2) *Lot width.* The width of the lot shall not be less than thirty (30) feet.

Screening and Buffer Area regulations.

The screening device requirements in the district "RBD" rosewood business district shall be as follows:

- (a) *Definition.* For the purposes of this section, the phrase "screening device" shall mean a barrier of stone, brick, pierced brick or block, uniformly colored wood, metal U-panel, R-panel that compliments the color of the building-no galvalume color, or other permanent material of equal character, density and design, at least six (6) feet in height, provided, any such structure in excess of eight (8) feet in height shall be deemed a wall subject to the provisions of the building code of the city.
- (b) *When required.* A screening device shall be erected before any use of the property in "RBD" when such property abuts residentially zoned property. A single fence can be installed on and along the property line and be shared between the residential and commercial properties if the fence is constructed of one hundred percent (100%) concrete or masonry. The shared fence shall be maintained by the adjoining commercial property. Insofar as it is practical, such screening device shall be erected along the entire length of the common line between such business property and the abutting residentially zoned property. A lattice weave or material covering over a chain link fence is not considered a screening device.
- (c) *Responsibility to erect.* When a screening device is required under the terms of this section, it shall be the responsibility of the user of the commercial or industrial property to erect the required screening device, and the same shall be a condition precedent to the issuance of a certificate of occupancy for the premises on which the device is located.
- (d) *Maintenance.* All screening devices required by this section or action of the planning commission shall be perpetually maintained by the user of the property on which the device is located, if not a shared fence between commercial and residential.
- (e) *Height limited.* No fence or other screening device, whether required or not, shall exceed eight (8) feet in height, without prior approval.

Landscaping and adequate buffers are required and must protect abutting and adjacent residential areas from potential impacts of parking, lighting and undesirable scale of commercial building elements. The required buffer shall be fifteen (15) feet when siding or backing on to all residential districts. This may be reduced to ten (10) feet by planting trees in accordance with the following formula:

A minimum six (6) feet tall canopy tree shall count for 200 sq ft.

A minimum six (6) feet tall non-canopy tree shall count for 100 sq ft.

The reduction in buffer area shall be calculated based on total square footage of the additional landscaping.

For example:

Lot dimensions: 100' X 300'

Canopy trees proposed 5

Credit for these trees:  $5 \times 200 = 1000$  sq ft.

Therefore reduction shall be:

$1000$  sq. ft. divided by 100 (lot width) = 10 ft. and the net buffer required is Gross buffer required minus buffer reduction (30' minus 10' = 20').

No development shall be authorized within the buffer area except for required or permitted landscaping and screening, storm water detention facilities, and pedestrian walkways. The increased setbacks, which are measured from the property line, shall be required on the property in the higher intensity zoning district, and shall be observed at the time of construction. These buffer requirements are in addition to the screening standards.

#### Sign regulations.

Signs within the "RBD" rosewood business district shall be a maximum size of one hundred (100) square feet and be constructed as a monument sign or mounted flat against an exterior wall. Signs shall be non-flashing and illuminated from an interior source. Multi-tenant buildings, each tenant is allowed one sign with individual letters only and shall be pre-approved by owner to insure integrity of the building design.

#### Architectural regulations.

The intent of the building design standards is to improve the visual appeal of storefronts and businesses to provide for compatibility with residential neighborhoods and reduce visual and noise impacts on abutting residential areas.

- (1) Exterior walls shall be constructed of stone, brick, EIFS - (must be minimum 7' AFF), metal or stucco. Metal cannot be more than 25% of any one wall not to include canopies, except on back walls not facing a street shall be allowed 100% of any one product. Metal panel must be color and match design of building.
- (2) Windows shall be provided rather than blank walls. Windows shall begin zero (0) to twenty-four (24) inches above the finished grade of the floor. A minimum of sixty (60%) percent of all glass which faces the street shall be in nonreflective, transparent glazing glass. At this building level, reflective glass shall not be used. Window painting is not permitted.
- (3) Exterior walls shall be articulated to reduce the mass and scale of a uniform impersonal appearance of large buildings and to provide visual interest. No uninterrupted length of any facade shall exceed 50 feet and architectural features on exterior walls providing a minimum of three (3) of the following elements
  - a) Variation in color and materials;
  - b) For walls between 50 feet and up to 100 feet in length wall plane projections or recesses having a depth of at least six (6") inches and extending at least two (2) feet of the length of the facade between projections and recesses;

- c) For walls between 100 and up to 200 feet in length wall plane projections or recesses having a depth of at least six (6") inches and extending at least three (3) feet of the length of the facade between projections and recesses;
  - d) For walls greater than 200 feet in length wall plane projections or recesses having a depth of at least six (6") inches and extending at least five (5) feet of the length of the facade between projections and recesses.
  - e) Variation of a minimum of two (2) feet in height of parapets. Variation to parapet height may include pilasters and projecting raised entrance features;
  - f) Pilasters projecting from the plane of the wall by a minimum of twelve (12) inches;
  - g) Canopies projecting a minimum of five (5) feet from the plane of the primary facade walls;
  - h) Banding shall be complimentary to scale with the building and approved through the permitting process.
  - i) Repetitive ornamentation including decorated applied features such as wall-mounted light fixtures or applied materials. Repetitive ornamentation shall be located with a maximum spacing of forty (40) feet.
  - j) The executive director of planning and development services may grant an administrative approval to use materials not listed when the intent of the regulations is met, or when special situations arise regarding the rear of buildings.
- (4) *Roof Lines* . To provide a visual terminus to the tops of buildings and soften flat roof designs, roof designs must conform to one of the following options:
- a) *Roof line with architectural focal point* . A roof line focal point refers to a prominent rooftop feature such as a peak, tower, gable, dome, barrel vault or roof line trellis structure.
  - b) *Roof line variation* . The roof line articulated through a variation or step in roof height or detail, such as:
  - c) *Projecting cornice* . Roof line articulated through a variation or step in cornice height or detail. Cornices must be located at or near the top of the wall or parapet.
  - d) *Articulated parapet* . Roof line parapets shall incorporate angled or curved detail elements.
  - e) *Pitched roof or full mansard* . A roof with angled edges, with or without a defined ridgeline and extended eaves.
  - f) Rooftop and mechanical equipment shall effectively be screened from view, only on three (3) sides if the back does not the face street and flat roof construction parapet walls are required on all four (4) sides) through one or more of the following methods:
    - 1. A concealing roof line;
    - 2. A screening wall or grillwork directly surrounding the equipment;

Parking and Lighting regulations.

1. Off-street parking and loading that is required in Sec 31-279 shall be provided for all uses in this zone.
2. Light standards shall not exceed sixteen (16) feet in height and shall be fully shielded. Light shall not be directed on any abutting property.
3. Wall-mounted exterior lighting shall not be directed on any abutting property.

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The reduction in buffer area shall be calculated based on total square footage of the additional landscaping.

For example:

Lot dimensions: 100' X 300'

Canopy trees proposed 5

Credit for these trees:  $5 \times 200 = 1000$  sq ft.

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No development shall be authorized within the buffer area except for required or permitted landscaping and screening, storm water detention facilities, and pedestrian walkways. The increased setbacks, which are measured from the property line, shall be required on the property in the higher intensity zoning district, and shall be observed at the time of construction. These buffer requirements are in addition to the screening standards.

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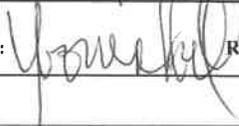
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- (2) Windows shall be provided rather than blank walls. Windows shall begin zero (0) to twenty-four (24) inches above the finished grade of the floor. A minimum of sixty (60%) percent of all glass which faces the street shall be in nonreflective, transparent glazing glass. At this building level, reflective glass shall not be used. Window painting is not permitted.
- (3) Exterior walls shall be articulated to reduce the mass and scale of a uniform impersonal appearance of large buildings and to provide visual interest. No uninterrupted length of any facade shall exceed 50 feet and architectural features on exterior walls providing a minimum of three (3) of the following elements
  - a) Variation in color and materials;
  - b) For walls between 50 feet and up to 100 feet in length wall plane projections or recesses having a depth of at least six (6") inches and extending at least two (2) feet of the length of the facade between projections and recesses;

- c) For walls between 100 and up to 200 feet in length wall plane projections or recesses having a depth of at least six (6") inches and extending at least three (3) feet of the length of the facade between projections and recesses;
  - d) For walls greater than 200 feet in length wall plane projections or recesses having a depth of at least six (6") inches and extending at least five (5) feet of the length of the facade between projections and recesses.
  - e) Variation of a minimum of two (2) feet in height of parapets. Variation to parapet height may include pilasters and projecting raised entrance features;
  - f) Pilasters projecting from the plane of the wall by a minimum of twelve (12) inches;
  - g) Canopies projecting a minimum of five (5) feet from the plane of the primary facade walls;
  - h) Banding shall be complimentary to scale with the building and approved through the permitting process.
  - i) Repetitive ornamentation including decorated applied features such as wall-mounted light fixtures or applied materials. Repetitive ornamentation shall be located with a maximum spacing of forty (40) feet.
  - j) The executive director of planning and development services may grant an administrative approval to use materials not listed when the intent of the regulations is met, or when special situations arise regarding the rear of buildings.
- (4) *Roof Lines* . To provide a visual terminus to the tops of buildings and soften flat roof designs, roof designs must conform to one of the following options:
- a) *Roof line with architectural focal point* . A roof line focal point refers to a prominent rooftop feature such as a peak, tower, gable, dome, barrel vault or roof line trellis structure.
  - b) *Roof line variation* . The roof line articulated through a variation or step in roof height or detail, such as:
  - c) *Projecting cornice* . Roof line articulated through a variation or step in cornice height or detail. Cornices must be located at or near the top of the wall or parapet.
  - d) *Articulated parapet* . Roof line parapets shall incorporate angled or curved detail elements.
  - e) *Pitched roof or full mansard* . A roof with angled edges, with or without a defined ridgeline and extended eaves.
  - f) Rooftop and mechanical equipment shall effectively be screened from view, only on three (3) sides if the back does not the face street and flat roof construction parapet walls are required on all four (4) sides) through one or more of the following methods:
    - 1. A concealing roof line;
    - 2. A screening wall or grillwork directly surrounding the equipment;

Parking and Lighting regulations.

1. Off-street parking and loading that is required in Sec 31-279 shall be provided for all uses in this zone.
2. Light standards shall not exceed sixteen (16) feet in height and shall be fully shielded. Light shall not be directed on any abutting property.
3. Wall-mounted exterior lighting shall not be directed on any abutting property.

-CUT HERE-

<b>YOUR NAME:</b> Yvonne Hull	<b>PHONE NUMBER:</b> 254-6888445
<b>CURRENT ADDRESS:</b> 5405 Birmingham Circle Killeen TX	
<b>ADDRESS OF PROPERTY OWNED:</b> 5405 Birmingham Circle	
<b>COMMENTS:</b> I am against this change! This will lower the value of the property. Noise has already increased since the development of the property. Statics show that the area will be trashed in 5 years. Vote No! We do not need more housings. We need safe parks and family entertainment. No Dollar Generals! No low income stores. This invites Crime! Keep Killeen family friendly, Killeen needs more parks not trash.	
<b>SIGNATURE:</b> 	<b>REQUEST:</b> TO AMEND STANDARDS OF THE PUD SP0# Z23-15/069

P.O. Box 1329 Killeen, Texas 76541 254.501-7648 Fax 254.501.7628  
[www.KilleenTexas.gov](http://www.KilleenTexas.gov)

**RECEIVED**  
**JUL 28 2023**  
**PLANNING**

RE: Case Z23-15

*Not Surrounding PO*

YOUR NAME: <b>Abbott Springs, Ltd.</b>	PHONE NUMBER: <b>(254) 526-5117</b>
CURRENT ADDRESS: <b>3800 So.W.S. Young Dr., Suite 101, Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4136 Rosewood Drive</b>	
COMMENTS:	
We approve of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5 <i>owner</i>

RE: Case Z23-15

*Not Surrounding PO*

YOUR NAME: <b>Abbott Springs, Ltd.</b>	PHONE NUMBER: <b>(254) 526-5117</b>
CURRENT ADDRESS: <b>3800 So.W.S. Young Dr., Suite 101, Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4354 Rosewood Drive</b>	
COMMENTS:	
We approve of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5 <i>owner</i>

RE: Case Z23-15

*Not Surrounding PO*

YOUR NAME: <b>Abbott Springs, Ltd.</b>	PHONE NUMBER: <b>(254) 526-5117</b>
CURRENT ADDRESS: <b>3800 So.W.S. Young Dr., Suite 101, Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4900 Rosewood Drive</b>	
COMMENTS:	
RECEIVED	
We approve of the rezoning to allow a larger building.	
JUL 13 2023	
PLANNING	
Signature: _____	
Request to Amend Standards of the PUD SPO# Z23-15/D05 <i>OWNER</i>	

RE: Case Z23-15

*Not Surrounding PO*

YOUR NAME: <b>Abbott Springs, Ltd.</b>	PHONE NUMBER: <b>(254) 526-5117</b>
CURRENT ADDRESS: <b>3800 So.W.S. Young Dr., Suite 101, Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4572 Rosewood Drive</b>	
COMMENTS:	
We approve of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/D05 <i>OWNER</i>

RE: Case Z23-15

*Not Surrounding PO*

YOUR NAME: <b>Abbott Springs, Ltd.</b>	PHONE NUMBER: <b>(254) 526-5117</b>
CURRENT ADDRESS: <b>3800 So.W.S. Young Dr., Suite 101, Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4790 Rosewood Drive</b>	
COMMENTS:	
We approve of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/D05 <i>OWNER</i>

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>2741 Rosewood Drive</b>	
COMMENTS:	
I have no problem with the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5

001,003,009,006,  
008,016,017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>2981 Rosewood Drive</b>	
COMMENTS:	
I am in favor of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5

001,003,009,006,008,  
016,017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4661 Rosewood Drive</b>	
COMMENTS:	
KNC Associates is in favor of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5

001,002,003,006,008,  
009,016,017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>4901 Rosewood Drive</b>	
COMMENTS:	
KNC Associates is in favor of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5

001,002,003,006,008,  
009,016,017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>2820 Rosewood Drive</b>	
COMMENTS:	
KNC Associates is in favor of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5

001, 002, 003, 006,  
008, 009, 016, 017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>2958 Rosewood Drive</b>	
COMMENTS:	
KNC Associates is in favor of the rezoning to allow a larger building.	RECEIVED
	JUL 13 2023
	PLANNING
Signature:	Request to Amend Standards of the PUD SPO# Z23-15/DO5

001, 002, 003, 006,  
008, 009, 016, 017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>2820 Rosewood Drive</b>	
COMMENTS:	
KNC Associates is in favor of the rezoning to allow a larger building.	
Signature:	
Request to Amend Standards of the PUD SPO# Z23-15/DO5	

RECEIVED  
 JUL 13 2023  
 PLANNING

001,002,003, 006,008  
 016,017

RE: Case Z23-15

YOUR NAME: <b>KNC Associates</b>	PHONE NUMBER: <b>(254) 289-0604</b>
CURRENT ADDRESS: <b>7787 Trimmier Rd. Killeen, TX 76542</b>	
ADDRESS OF PROPERTY OWNED: <b>2820 Rosewood Drive</b>	
COMMENTS:	
KNC Associates is in favor of the rezoning to allow a larger building.	
Signature:	
Request to Amend Standards of the PUD SPO# Z23-15/DO5	

RECEIVED  
 JUL 13 2023  
 PLANNING

001,002,003, 006,008,  
 016,017

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
JULY 17, 2023  
CASE# Z23-15  
AMENDMENT TO PUD STANDARDS**

**HOLD** a public hearing and consider a request submitted by Quintero Engineering on behalf of nine (9) property owners (**Case #Z23-15**) to amend the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft. The properties are generally located on the east side of Rosewood Drive at the intersections of Rosewood Drive and Rose Garden Loop, Killeen, Texas.

Ms. Larsen presented the staff report for this item. She stated that, if approved, the applicant intends to develop a 22,000 sq. ft. commercial building, which will consist of one 10,000 sq. ft. lease space, and an additional 12,000 sq. ft. of commercial lease spaces, which can be broken down into six individual 2,000 sq. ft. lease spaces.

Ms. Larsen stated that the intent of the requested PUD amendment is to allow for a single leased/owned business to be up to ten thousand (10,000) square feet instead of five thousand (5,000) square feet.

Ms. Larsen stated that staff recommends approval of the requested PUD amendment with condition that number 16 on the list of permitted uses be amended to exclude the sale of secondhand goods.

Commissioner Sabree asked what the recommendation regarding secondhand goods is. Ms. Larsen explained that staff is recommending that the sale of secondhand goods be removed from the list of permitted uses within the PUD. Commissioner Jones stated that he is in favor of allowing the sale of antiques within the PUD.

Mr. George Meza was present to represent the case.

Commissioner Jones asked Mr. Meza about the recommended change to the permitted uses. Mr. Meza stated that it was recommendation from staff.

Vice Chair Gukeisen opened the public hearing at 5:52 p.m.

Ms. Melissa Brown spoke in opposition to the request. She stated this PUD was originally approved as a gateway to Killeen, and she is not in favor of another dollar store in the area.

Ms. Stephanie Magnani spoke in favor of the request. Ms. Magnani stated that the Rosewood area is an amenity desert and in order get essentials, residents must go through Central Texas Expressway to any shopping areas and that intersection has a high number of accidents.

With no one else wishing to speak, the public hearing was closed at 5:57 p.m.

Commissioner Jones moved to approve the requested PUD amendment with the condition that number 16 on the list of permitted uses be amended prohibit the sale of secondhand goods but allow for the sale of antiques.

Commissioner O'Brien seconded, and the motion passed by a vote of 3 to 2 with Vice Chair Gukeisen breaking a tie in favor of the motion. Commissioners Ploeckelmann and Sabree voted in opposition to the motion.

Commissioner Sabree stated that she is not in favor of more dollar stores in the area. Commissioner Ploeckelmann stated that he supports staff's recommendation.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY AMENDING THE ZONING OF THE PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF ROSEWOOD DRIVE AT THE INTERSECTION OF ROSEWOOD DRIVE AND ROSE GARDEN LOOP, KILLEEN, TEXAS; TO AMEND THE PLANNED UNIT DEVELOPMENT (PUD) STANDARDS FOR THE ROSEWOOD SPRINGS PLANNED UNIT DEVELOPMENT (ORDINANCE NO. 19-017) BY INCREASING THE MAXIMUM SQUARE FOOTAGE OF LEASED/OWNED BUSINESS AREAS WITHIN THE COMMERCIAL PROPERTIES FROM 5,000 SQ. FT. TO 10,000 SQ. FT AND BY PROHIBITING THE SALE OF SECONDHAND GOODS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

**WHEREAS**, Quintero Engineering, LLC, on behalf of nine (9) property owners, has presented to the City of Killeen, a request for an amendment of the zoning ordinance of the City of Killeen by amending the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft. This request, having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 17<sup>th</sup> day of July 2023 with the following amendment to the conditions listed in Ordinance No. 19-017:

16. Retail uses and businesses including antiques but excluding the sale of secondhand goods.

**WHEREAS**, 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 22<sup>nd</sup> day of August 2023, at the City Hall, City of Killeen; and

**WHEREAS** the City Council, at said hearing, duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

**SECTION I.** That the zoning classification of the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) be amended to increase the maximum square footage of leased/owned business areas within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft., and that the sale of secondhand goods be prohibited, provided however that the sale of antiques be permitted, for property generally located on the east side of Rosewood Drive at the intersection of Rosewood Drive and Rose Garden Loop, Killeen, Texas.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 22<sup>nd</sup> day of August 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Laura J. Calcote, CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Holli C. Clements, CITY ATTORNEY**

Case #23-15

Ord. #23-\_\_\_\_

# CONSIDERATIONS

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

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## B. Conditional Use Permit (if applicable)

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

## C. Conditions to Consider

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



CASE #Z23-15:  
ROSEWOOD SPRINGS  
PUD AMENDMENT

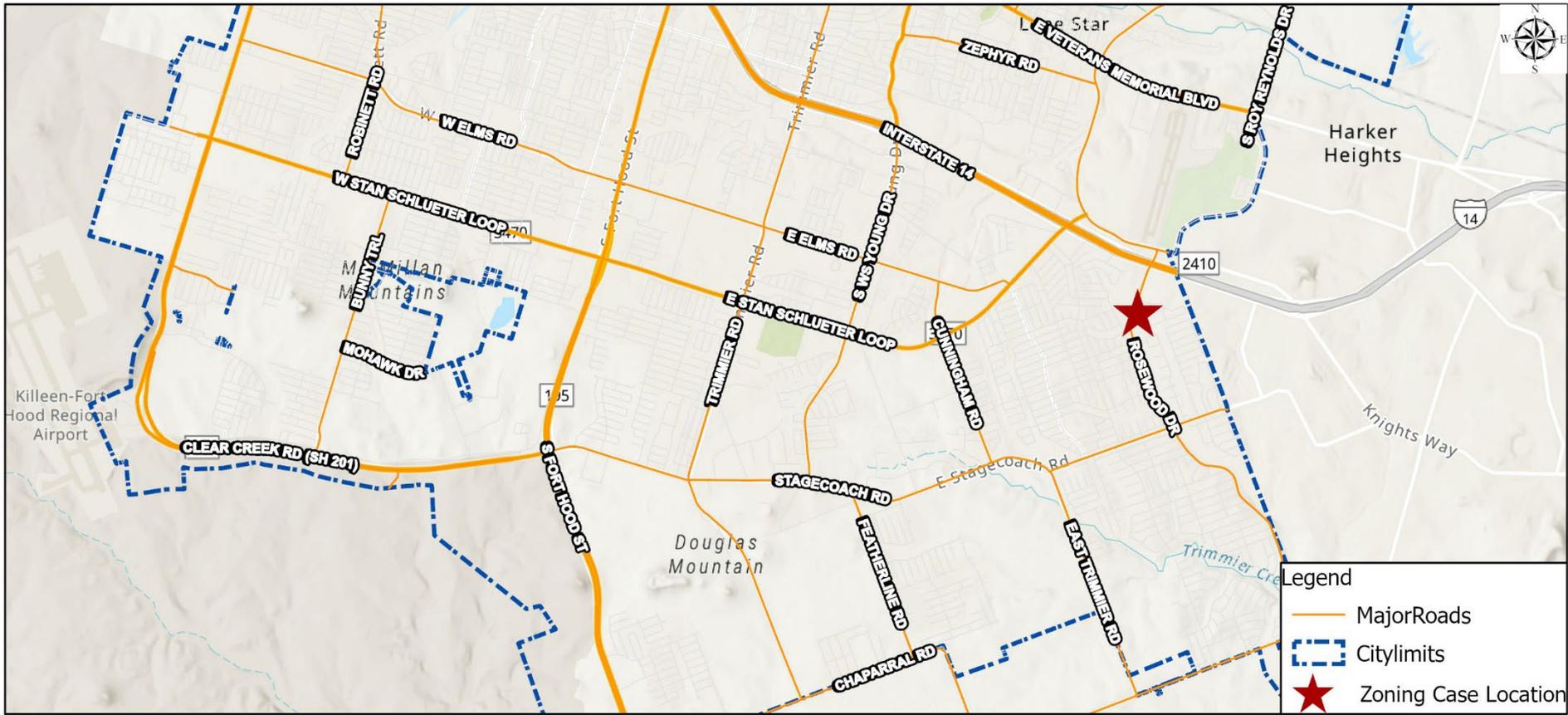
PH-23-047

August 15, 2023

341

# Case #Z23-15: PUD Amendment

- ❑ **HOLD** a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of nine (9) property owners (**Case #Z23-15**) to amend the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ord. No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft.
- ❑ The properties are generally located on the east side of Rosewood Drive at the intersections of Rosewood Drive and Rose Garden Loop, Killeen, Texas.

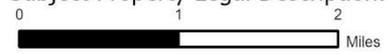


LOCATION MAP  
Council District: 2

## Zoning Case 2023-15

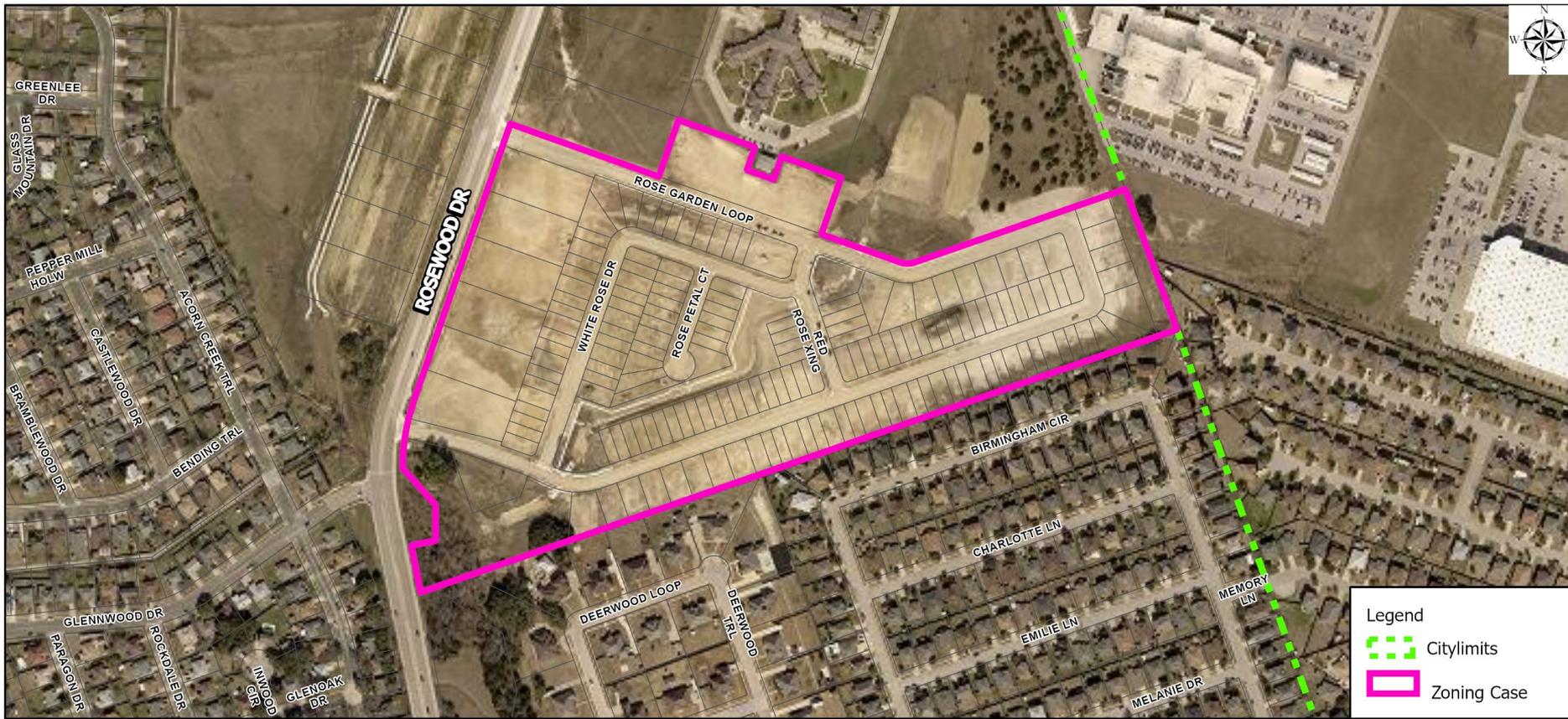
### AMENDMENT TO PUD STANDARD

Subject Property Legal Description: Being Lots 1-5, Block 1, Rosewood Springs Preliminary Plat, and all of Lots 1-30, Block 2, Lots 1-54, Block 3, Lots 1-44, Block 4 and Lots 1-35, Block 5, Rosewood Springs, Phase One, recorded in Instrument No. 2021-39491 – A, B, C, & D, Plat Records of Bell County Texas, and Lots 1-6, Rosewood Commercial, recorded in Plat Year 2018, No. 87, Plat Records of Bell County, Texas.



Legend

- Major Roads
- City Limits
- Zoning Case Location



AERIAL MAP  
 Council District: 2

## Zoning Case 2023-15 AMENDMENT TO PUD STANDARD

Subject Property Legal Description: Being Lots 1-5, Block 1, Rosewood Springs Preliminary Plat, and all of Lots 1-30, Block 2, Lots 1-54, Block 3, Lots 1-44, Block 4 and Lots 1-35, Block 5, Rosewood Springs, Phase One, recorded in Instrument No. 2021-39491 – A, B, C, & D, Plat Records of Bell County Texas, and Lots 1-6, Rosewood Commercial, recorded in Plat Year 2018, No. 87, Plat Records of Bell County, Texas.

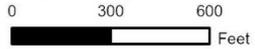




ZONING MAP  
Council District: 2

## Zoning Case 2023-15 AMENDMENT TO PUD STANDARD

Subject Property Legal Description: Being Lots 1-5, Block 1, Rosewood Springs Preliminary Plat, and all of Lots 1-30, Block 2, Lots 1-54, Block 3, Lots 1-44, Block 4 and Lots 1-35, Block 5, Rosewood Springs, Phase One, recorded in Instrument No. 2021-39491 – A, B, C, & D, Plat Records of Bell County Texas, and Lots 1-6, Rosewood Commercial, recorded in Plat Year 2018, No. 87, Plat Records of Bell County, Texas.



# Case #Z23-06: “B-5” to “R-3A”

- If approved, the applicant intends to develop a 22,000 square feet commercial building consisting of one (1) – 10,000 square feet commercial lease space, and an additional 12,000 square feet commercial lease areas, which can be broken down to six (6) – 2,000 square feet lease spaces.

# Case #Z23-06: “B-5” to “R-3A”

- ❑ In accordance with the approved Rosewood Springs PUD (Ordinance No. 19-017), “a building or premises [...] shall not exceed a gross building size of thirty thousand (30,000) square feet, and no single leased/owned business shall exceed five thousand (5,000) square feet”. The intent of the requested PUD amendment is to allow for a single leased/owned business to be up to ten thousand (10,000) square feet instead of five thousand (5,000).

# Comprehensive Plan Analysis

8

- ❑ 'Intended Growth' Growth Sector
- ❑ Killeen Development Zone #7
- ❑ Approximately 1% non-residential uses and 99% residential uses of current land use mix
- ❑ Approximately 3% agricultural, 6% non-residential zoning districts and 91% residential zoning districts



# Comprehensive Plan Analysis

9

- This request is consistent with the ‘Residential Mix’ designation of the Future Land Use Map (FLUM).
- ‘Residential Mix’ promotes a use mix of up to 25% non-residential and 95% residential uses.
- ‘Residential Mix’ place types creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Commercial uses need to be context sensitive and neighborhood scale commercial should be allowed along avenues and higher intensity roadways.

# Comprehensive Plan Analysis

10

- The request supports or furthers implementation of the following Comprehensive Plan recommendations:
  - ▣ **LU1** – Use place types and complete neighborhoods as building blocks
  - ▣ **NH4** – Build complete neighborhoods

# Comprehensive Plan Analysis

11

- The Comprehensive Plan emphasizes place-based economic development and an increase in demand for “complete” neighborhoods where a variety of residential types, office, and retail are all integrated together.

# Environmental Assessment

12

- The southwest corner of the subject property is within the FEMA Zone AE regulatory Special Flood Hazard Area (SFHA). There is a riverine habitat and freshwater pond located on or adjacent to the property as identified on the National Wetlands Inventory.



# Case #Z23-15: PUD Amendment

13

View of the subject property looking east:



# Case #Z23-15: PUD Amendment

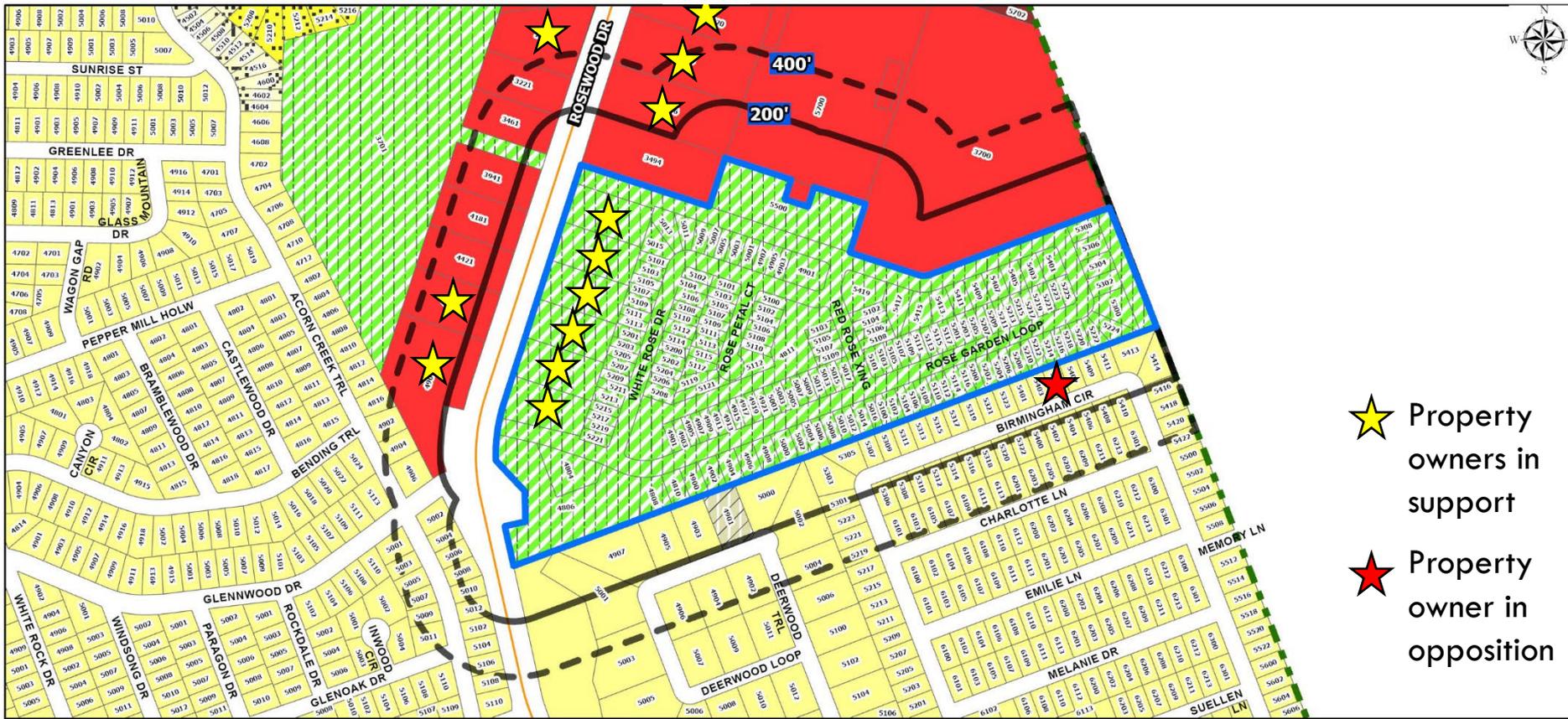
14

View of the surrounding property looking north:



# Public Notification

- Staff notified one-hundred and seven (107) surrounding property owners regarding this request.
- Of those notified, forty-two (42) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and thirteen (13) property owners reside outside of Killeen.
- To date, staff has received thirteen (13) written responses from two (2) property owners in support, and one (1) written response in opposition to the request.



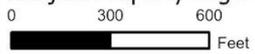
-  Property owners in support
-  Property owner in opposition

NOTIFICATION MAP  
Council District: 2

## Zoning Case 2023-15

### AMENDMENT TO PUD STANDARD

Subject Property Legal Description: Being Lots 1-5, Block 1, Rosewood Springs Preliminary Plat, and all of Lots 1-30, Block 2, Lots 1-54, Block 3, Lots 1-44, Block 4 and Lots 1-35, Block 5, Rosewood Springs, Phase One, recorded in Instrument No. 2021-39491 – A, B, C, & D, Plat Records of Bell County Texas, and Lots 1-6, Rosewood Commercial, recorded in Plat Year 2018, No. 87, Plat Records of Bell County, Texas.



Legend	Current Zoning	 B-3	 PUD	 R-2
		 B-5	 CUP	 R-1
				 RT-1

# Alternatives

17

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's PUD amendment request;
  - ❑ Approve the PUD amendment with conditions; or
  - ❑ Approve the applicant's PUD amendment request as presented.

# Staff Recommendation

- ❑ Staff recommends approval of the requested PUD amendment with the condition that No. 16 on the list of permitted uses be amended as follows:  
“Retail uses and businesses ~~of all sizes to include secondhand goods and antiques with no outside storage or display of, excluding the sale of~~ secondhand goods.”
- ❑ Staff finds that approval of the request will allow for development of a ten thousand (10,000) sq. ft. retail store, while also ensuring that the sale of secondhand goods will not be permitted within the development.

# Commission Recommendation

- At their regular meeting on July 17, 2023, the Planning and Zoning Commission recommended approval of the requested PUD amendment with condition that No. 16 on the list of permitted uses be amended to exclude secondhand goods, but allow for antique stores, as follows:

~~“Retail uses and businesses of all sizes to include secondhand goods and antiques with no outside storage or display of secondhand goods, excluding the sale of secondhand goods, but allowing for the sale of antiques.”~~

# Commission Recommendation

- The motion passed by a vote of 3 to 2, with Commissioners Sabree and Ploeckelmann in opposition.
- Commissioner Sabree expressed concern regarding the proliferation of dollar stores in the area.
- Commissioner Ploeckelmann stated that he supports the recommendation by staff.



# City of Killeen

## Staff Report

File Number: PH-23-048

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**HOLD** a public hearing and consider an ordinance submitted by Julia Dorroh, on behalf of J-BREZ LLC Series B (**Case #Z23-18**), to rezone approximately 1.00 acre, being part of the J. J. Roberts Survey, Abstract No. 731, 753-2, from "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District). The property is locally addressed as 5200 E. Veterans Memorial Blvd, Killeen, Texas.

**DATE:** August 15, 2023.

**TO:** Kent Cagle, City Manager.

**FROM:** Edwin Revell, Executive Director of Development Services.

**SUBJECT:** Zoning Case #23-18: "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** J-BREZ LLC - Series B

**Agent:** Julia Dorroh

**Current Zoning:** "R-1"

**Proposed Zoning:** "M-1"

**Current FLUM Designation:** 'Industrial'

#### **Summary of Request:**

Julia Dorroh, on behalf of J-BREZ LLC - Series B, has submitted a request to rezone approximately 1.00 acre, being part of the J. J. Roberts Survey, Abstract No. 731, 753-2, from "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District). The purpose of the request is to change the zoning of the subject property to make it consistent with the surrounding "M-1" (Manufacturing District) zoning. The property owner's intent is to develop the entire 10.56-acre property as light industrial.

#### **Zoning/Plat Case History:**

The Future Land Use Map (FLUM) designation of approximately 10.56 acres, including the subject property, was changed from 'Neighborhood Commercial' to 'Industrial' on June 13, 2023, via Ordinance No. 23-046. The subject property is currently zoned "R-1" (Single-Family Residential District) and "M-1" (Manufacturing District). The property was originally zoned "R-1" in September

1962. The remainder of the "R-1" (Single-Family Residential District) was rezoned to "M-1" (Manufacturing District) on March 9, 1970, via Ordinance No. 70-7. The subject property was platted as Lot Pt Tr D, Killeen Area Investment Corp Industrial Tract.

**Character of the Area:**

**North:** Existing commercial business zoned "B-5" (Business District), "B-C-1" (General Business and Alcohol Sales District), and "B-1" (Manufacturing District)

**South:** Vacant lot zoned "M-1" (Manufacturing District)

**West:** Existing commercial business and mobile home park zoned "RMP" (Mobile Home and Travel Trailer Park) and "M-1" (Manufacturing District)

**East:** Existing commercial businesses and religious institution zoned "M-1" (Manufacturing District)

**Future Land Use Map Analysis:**

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and is designated as 'Residential Mix' and 'Regional Commercial' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The 'Industrial' place type includes industrial uses that vary from technology industry to manufacturing uses. Designated locations for heavier industrial uses are intended to provide distance away from residential categories and lighter industrial uses are integrated with other commercial uses. Industrial place types are typically located along roadways that have adequate capacity to serve the larger industrial vehicles. Required parking should be encouraged to be placed behind structures and when uses are abutting a residential property, a separation should be provided such as a landscape buffer, deeper setback, and/or a screening wall.

The 'Neighborhood Infill' growth sector includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, small-plexes (2-4 units), and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

The request supports or furthers the following 2022 Comprehensive Plan recommendations:

- LU3 - Encourage incremental evolution of neighborhoods
- LU4 - Prioritize infill and revitalization in north Killeen

**Neighborhood Analysis:**

**Land use:**

- This property is located within Killeen Development Zone #3.
- Current land use mix within this area comprises approximately:
  - 10% non-residential uses
  - 90% residential uses

**Zoning district breakdown in DZ4:**

- 48% non-residential zoning districts
- 52% residential zoning districts.

\*These numbers exclude special districts such as conditional or special use permits and planned unit developments.

**'Industrial'** promotes:

**Use Mix:** up to 100% non-residential, 10% residential uses

**Primary Uses:** Makers Space, Flex Warehouse, Manufacturing

**Secondary Uses:** Commercial, Institutional

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Illinois Avenue, which is classified as a 70-foot-wide Collector on the City of Killeen Thoroughfare Plan. Staff estimates that there will be 375 trips generated per day, with 31 peak hour trips, and has determined that a Traffic Impact Analysis will not be required for the proposed land use.

**Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified twelve (12) surrounding property owners regarding this request. Of those property owners notified, nine (9) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and eight (8) reside outside of Killeen. As of date of this staff report, staff has received zero (0) written responses regarding the request.

**Staff Findings:**

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

**THE ALTERNATIVES CONSIDERED:**

The City Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district than requested; or
- Approve the request as presented by the applicant

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's request to rezone the subject property from "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District) as presented.

Staff supports the applicant's intent to rezone the one acre "R-1" portion to make it consistent with the surrounding zoning given the existing character of the surrounding property. The request is consistent with the Future Land Use Map (FLUM).

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of City funds. However, long-term maintenance of all proposed municipal infrastructure will be the City's responsibility.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

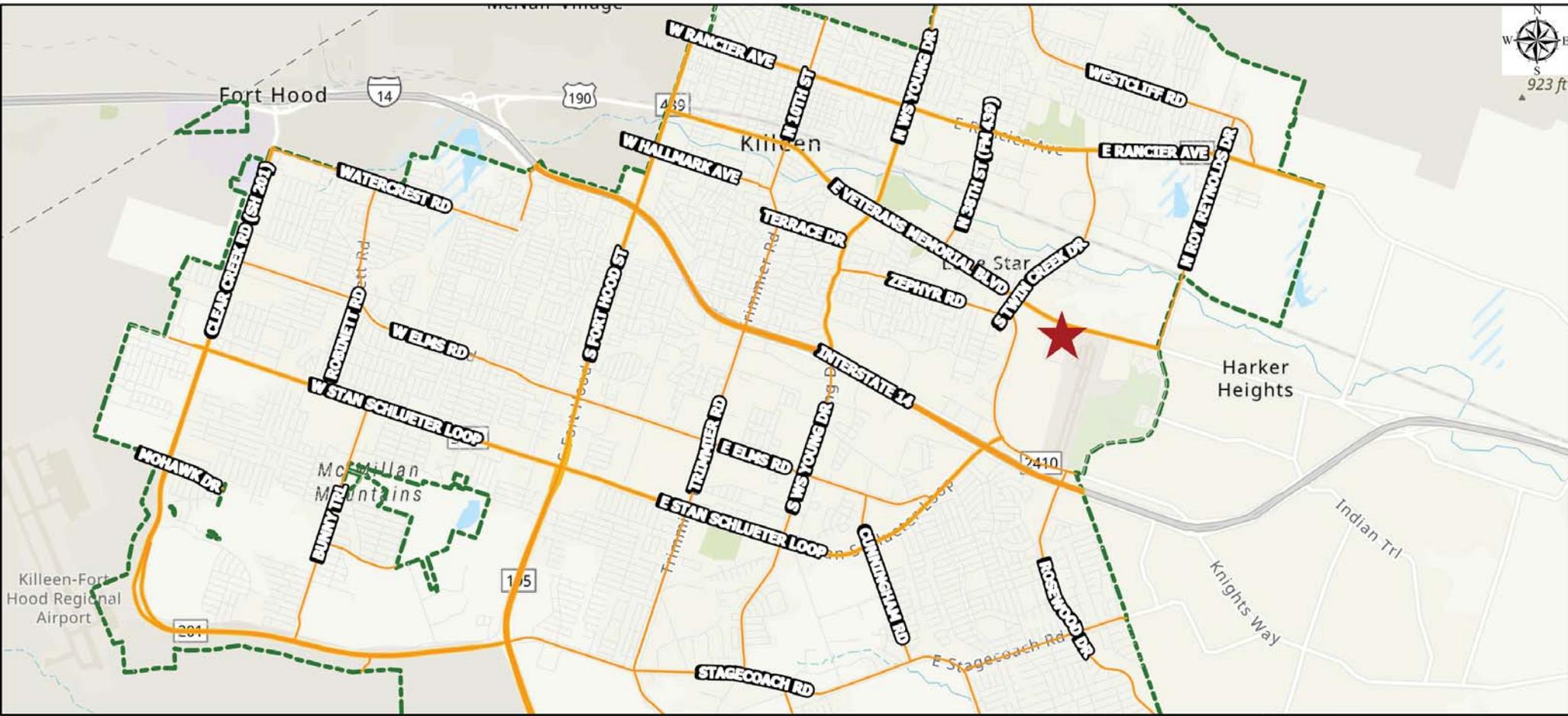
At their regular meeting on July 17, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

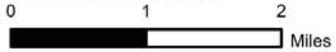
**ATTACHED SUPPORTING DOCUMENTS:**

- Maps
- Site Photos
- Letter of Request
- Minutes
- Ordinance
- Pharr vs. Tippitt considerations



**LOCATION MAP**

Council District: 1



Subject Property Legal Description: A0731BC J J ROBERTS, 1, 753-2, ACRES 1

**Zoning Case 2023-18**  
R-1 TO M-1

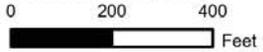
**Legend**

-  Major Roads
-  City Limits
-  Zoning Case Location



**AERIAL MAP**

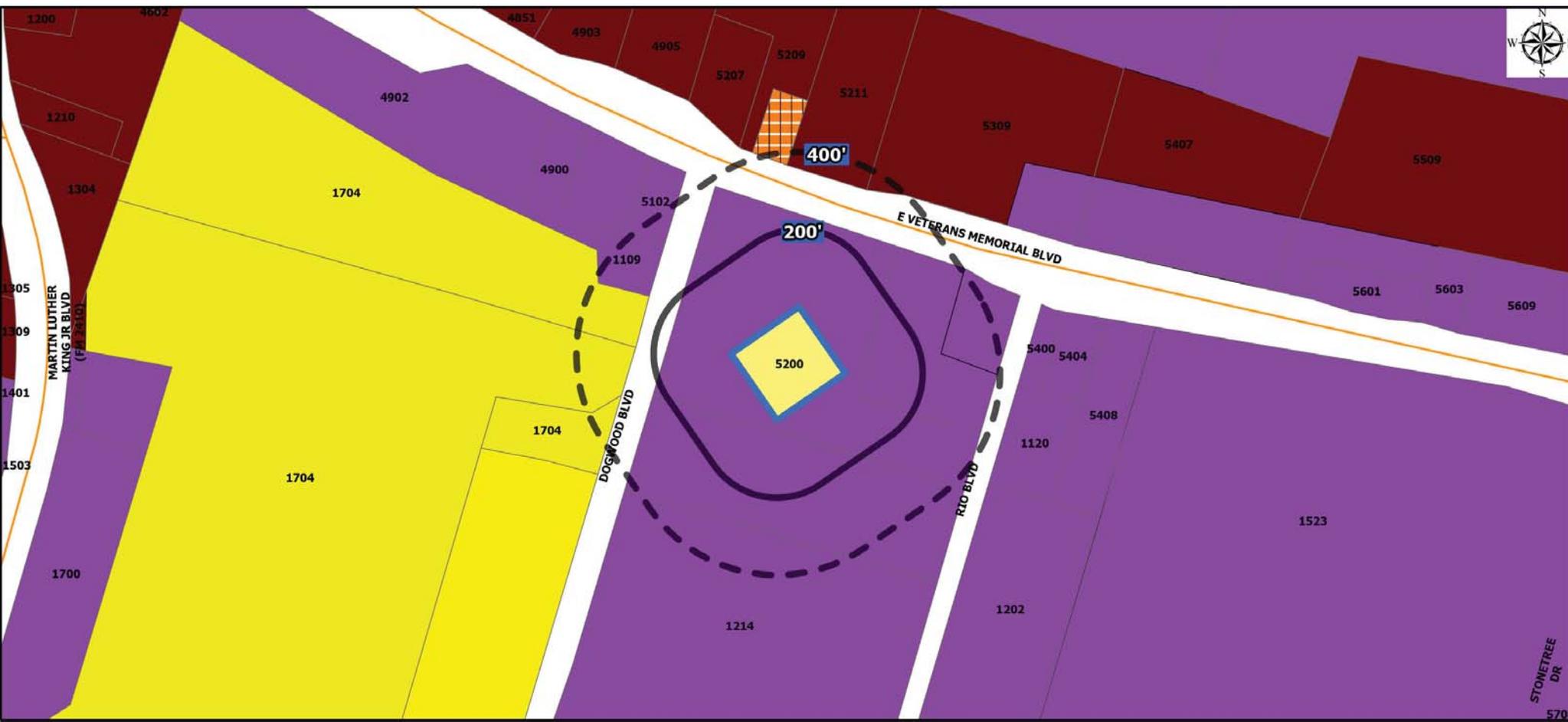
Council District: 1



**Zoning Case 2023-18**  
R-1 TO M-1

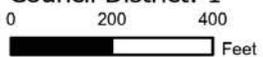
Legend  
 Citylimits

Subject Property Legal Description: A0731BC J J ROBERTS, 1, 753-2, ACRES 1



**NOTIFICATION MAP**

Council District: 1



Subject Property Legal Description: A0731BC J J ROBERTS, 1, 753-2, ACRES 1

**Zoning Case 2023-18**  
R-1 TO M-1

Legend

- |   |       |   |     |   |      |
|---|-------|---|-----|---|------|
|  | B-5   |  | M-1 |  | R-MP |
|  | B-C-1 |  | R-1 |  | R-3  |

# SITE PHOTOS

Case #Z23-18: "R-1" to "M-1"



View of the subject property looking south:



# SITE PHOTOS

Case #Z23-18: "R-1" to "M-1"



View of the surrounding property to the east:



View of the surrounding property looking north:



J-BREZ Series B LLC

5200 Veterans Memorial BLVD Zoning case

Killeen TX

Light Industrial Development

The proposed zoning is a 10.5-acre site that includes Water, Sewer, and 3-phase power. The property is zoned M-1 per Killeen zoning except for a 1 acre internal R-1 zoning tract. The property could include manufacturing, light industrial and many other uses. The property has Business 190 frontage with access from Rio and Dogwood.

Please feel free to contact Tad or Julia Dorroh, managing partner of J- Brez Series B LLC for any information and discussion.

A handwritten signature in black ink, appearing to read 'TAD', with a long horizontal line extending to the right.

Tad Dorroh

254.290.9816 cell

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**JULY 17, 2023**  
**CASE# Z23-18**  
**“R-1” to “M-1”**

**HOLD** a public hearing and consider a request submitted by Julia Dorroh, on behalf of J-BREZ LLC Series B (Case #Z23-18), to rezone approximately 1.00 acre, being part of the J. J. Roberts Survey, Abstract No. 731, 753-2, from “R-1” (Single-Family Residential District) to “M-1” (Manufacturing District). The property is locally addressed as 5200 E. Veterans Memorial Blvd, Killeen, Texas.

Ms. Larsen presented the staff report for this item. She stated that the purpose of the request is to change the zoning of the subject property to make it consistent with the surrounding “M-1” (Manufacturing District) zoning. If approved, the applicant’s intent is to develop the entire 10.56 acres property as light industrial.

Ms. Larsen stated that the request is consistent with the Future Land Use Map (FLUM) designation that was changed from ‘Neighborhood Commercial’ to ‘Industrial’ on June 13, 2023 via Ordinance No. 23-046. She also stated that the request is consistent with the surrounding land uses and compatible with the character of the area. Therefore, staff recommends approval of the request as presented.

Ms. Beth Matkin was present to represent the request.

Vice Chair Gukeisen opened the public hearing at 6:06 p.m.

With no one wishing to speak, the public hearing was closed at 6:06 p.m.

Commissioner Ploeckelmann moved to approve the request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 4 to 0.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.00 ACRE BEING PART OF THE J.J. ROBERTS SURVEY, ABSTRACT NO. 731, 753-2, FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “M-1” (MANUFACTURING DISTRICT).; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

**WHEREAS**, Julia Dorroh, on behalf of J-Brez, LLC Series B, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 1.00 acre being part of the J.J. Roberts survey, Abstract No. 731, 753-2, from “R-1” (Single-Family Residential District) to “M-1” (Manufacturing District).;

**WHEREAS**, the Planning and Zoning Commission of the City of Killeen, following a public hearing on the 17<sup>th</sup> day of July 2023, duly recommended approval of the application for amendment;

**WHEREAS**, 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 22<sup>nd</sup> day of August 2023, at the City Hall, City of Killeen; and

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission.

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

**SECTION I.** That the zoning classification of approximately 1.00 acre being part of the J.J. Roberts survey, Abstract No. 731, 753-2, from “R-1” (Single-Family Residential District) to “M-1” (Manufacturing District).; said request being duly recommended for approval of “M-1” (Manufacturing District), for the property locally addressed as 5200 E. Veterans Memorial Blvd, Killeen, Texas.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 22<sup>nd</sup> day of August 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

Debbie Nash-King, MAYOR

**ATTEST:**

Laura J. Calcote, CITY SECRETARY

**APPROVED AS TO FORM**

Holli C. Clements, CITY ATTORNEY

Case #Z23-18

Ord. #23-\_\_\_

# CONSIDERATIONS

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

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## B. Conditional Use Permit (if applicable)

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

## C. Conditions to Consider

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



**CASE #Z23-18:  
“R-1” TO “M-1”**

PH-23-048

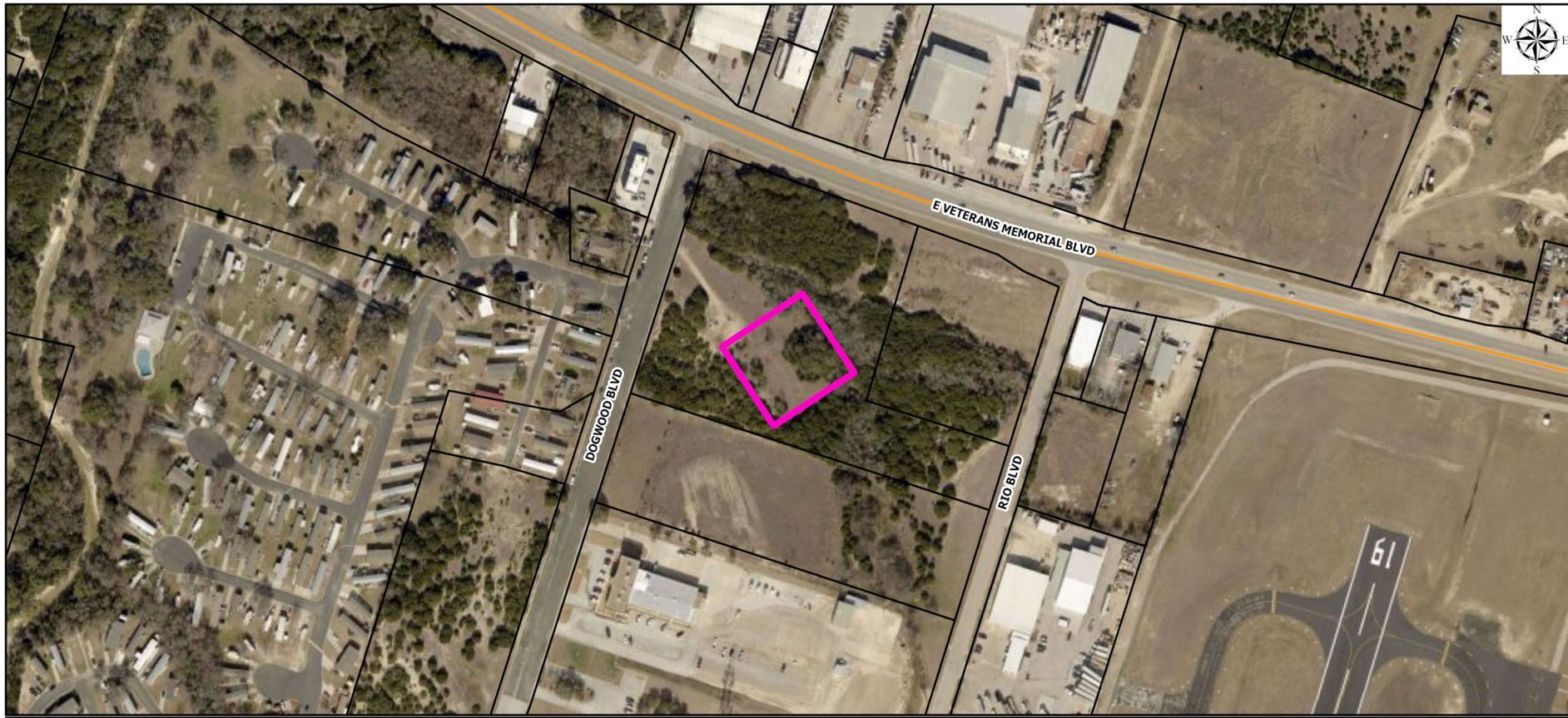
August 15, 2023

376

# Case #Z23-18: “R-1” to “M-1”

- ❑ **HOLD** a public hearing and consider an ordinance requested by Julia Dorroh, on behalf of J-BREZ LLC Series B (**Case #Z23-18**), to rezone approximately 1.00 acre, being part of the J. J. Roberts Survey, Abstract No. 731, 753-2, from “R-1” (Single-Family Residential District) to “M-1” (Manufacturing District).
- ❑ The property is locally addressed as 5200 E. Veterans Memorial Blvd, Killeen, Texas.





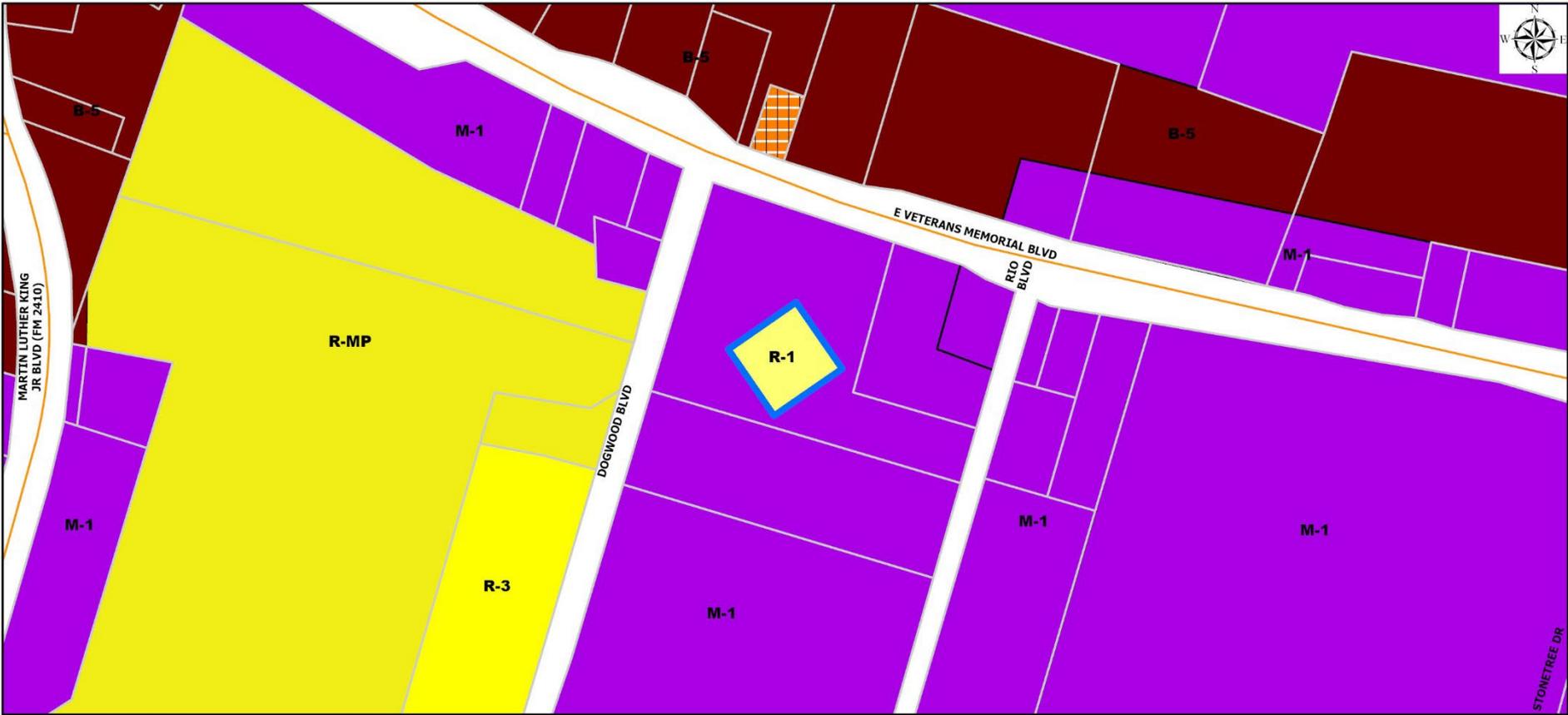
AERIAL MAP  
Council District: 1  
0 200 400  
Feet

# Zoning Case 2023-18

R-1 TO M-1

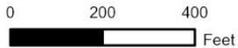
Legend  
 Citylimits

Subject Property Legal Description: A0731BC J J ROBERTS, 1, 753-2, ACRES 1



ZONING MAP

Council District: 1



# Zoning Case 2023-18

R-1 TO M-1

Subject Property Legal Description: A0731BC J J ROBERTS, 1, 753-2, ACRES 1

# Case #Z23-18: “R-1” to “M-1”

- ❑ The purpose of the request is to change the zoning of the subject property to make it consistent with the surrounding “M-1” (Manufacturing District) zoning. The property owner’s intent is to develop the entire 10.56 acre property as light industrial.

# Comprehensive Plan Analysis

7

- ❑ 'Neighborhood Infill' Growth Sector
- ❑ Killeen Development Zone #3
- ❑ Approximately 10% non-residential uses and 90% residential uses of current land use mix
- ❑ Approximately 48% non-residential zoning districts and 52% residential zoning districts



# Comprehensive Plan Analysis

8

- This request is consistent with the ‘Industrial’ designation of the Future Land Use Map (FLUM).
- ‘Industrial’ promotes a use mix of up to 100% non-residential and 10% residential uses.
- ‘Industrial’ place types includes areas intended for industrial uses that vary from technology industry to manufacturing uses.

# Comprehensive Plan Analysis

9

- The request is supports or furthers the implementation of the following Comprehensive Plan recommendations:
  - ▣ **LU3** – Encourage incremental evolution of neighborhoods
  - ▣ **LU4** – Prioritize infill and revitalization in North Killeen

# Environmental Assessment

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

# Case #Z23-18: “R-1” to “M-1”

11

View of the subject property looking south:



# Case #Z23-18: “R-1” to “M-1”

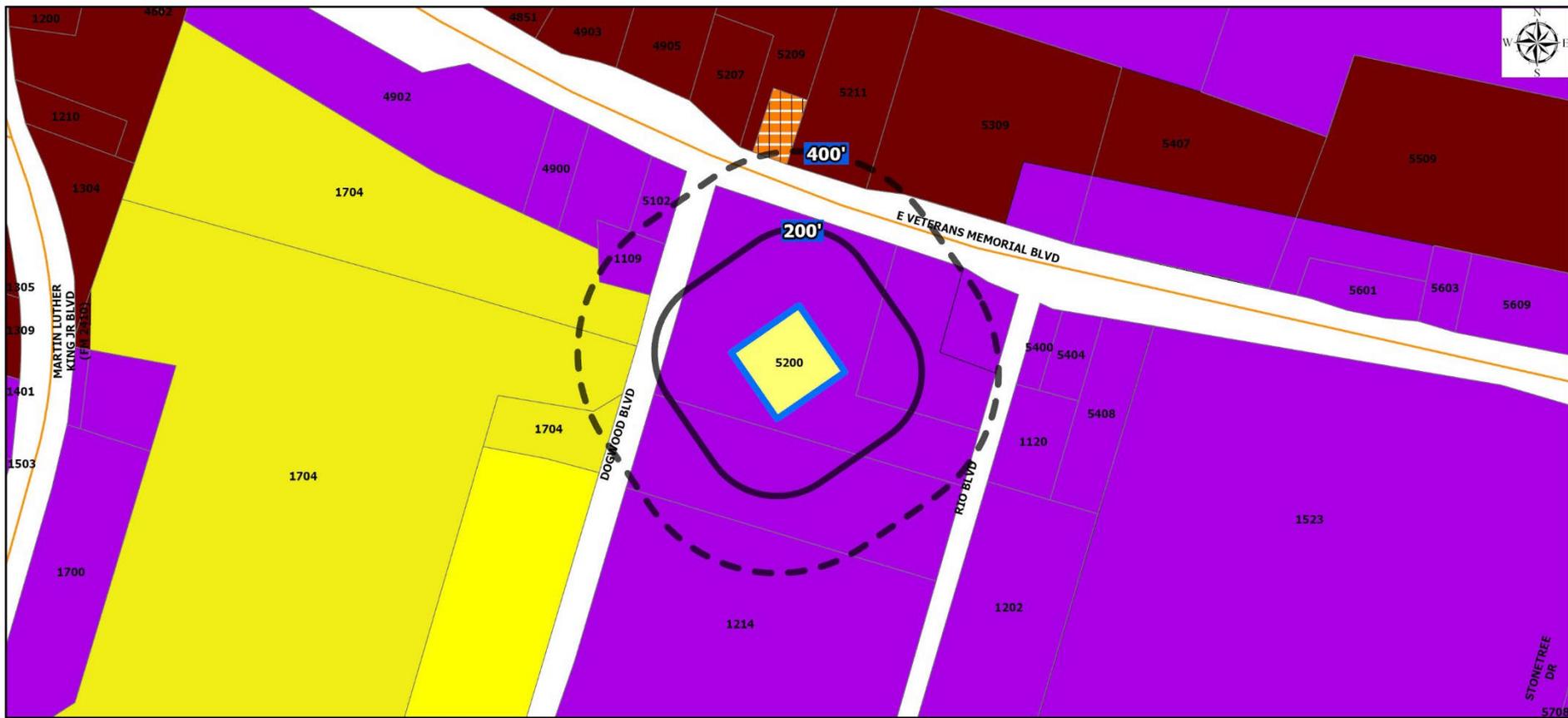
12

View of the surrounding property looking north:



# Public Notification

- Staff notified twelve (12) surrounding property owners regarding this request.
- Of those notified, nine (9) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and eight (8) property owners reside outside of Killeen.
- To date, staff has received zero (0) written response regarding this request.



NOTIFICATION MAP  
 Council District: 1  
 0 200 400  
 Feet

## Zoning Case 2023-18

R-1 TO M-1

Subject Property Legal Description: A0731BC J J ROBERTS, 1, 753-2, ACRES 1

Legend	Current Zoning	<span style="display: inline-block; width: 20px; height: 15px; background-color: purple; border: 1px solid black;"></span> M-1	<span style="display: inline-block; width: 20px; height: 15px; background-color: yellow; border: 1px solid black;"></span> R-MP
	<span style="display: inline-block; width: 20px; height: 15px; background-color: brown; border: 1px solid black;"></span> B-5	<span style="display: inline-block; width: 20px; height: 15px; background-color: lightyellow; border: 1px solid black;"></span> R-1	
	<span style="display: inline-block; width: 20px; height: 15px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, orange 2px, orange 4px); border: 1px solid black;"></span> B-C-1	<span style="display: inline-block; width: 20px; height: 15px; background-color: yellow; border: 1px solid black;"></span> R-3	

# Alternatives

15

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's request;
  - ❑ Approve a more restrictive zoning district than requested; or
  - ❑ Approve the applicant's request as presented.

# Staff Recommendation

- ❑ Staff supports the applicant's intent to rezone the one acre "R-1" portion to make it consistent with the surrounding zoning given the existing character of the surrounding property. The request is consistent with the Future Land Use Map (FLUM).
- ❑ Therefore, staff recommends approval of the applicant's request to rezone the subject property from "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District) as presented.

# Commission Recommendation

17

- At their regular meeting on July 17, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.



# City of Killeen

## Staff Report

File Number: DS-23-080

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Municipal Court Briefing



# MUNICIPAL COURT BRIEFING

DS-23-080

August 15, 2023

394

# Overview

2

- Number of June and July 2023 Defendants
- Funds Collected
- National Center for State Courts CourtTool Metrics
  - ▣ Clearance Rate
  - ▣ Time to Disposition
  - ▣ Age of Pending Caseload
  - ▣ Trial Date Certainty

3

## Number of Defendants

June 2023 & July 2023

# June 2023 Defendants

4

- 1,441 defendants serviced by clerks in lobby
- 341 defendants appeared for court dockets

# July 2023 Defendants

5

- 1,526 defendants serviced by clerks in lobby
- 380 defendants appeared for court dockets

6

## Funds Collected

June-July 2023

# Funds Collected

7

- Total funds collected by the court for fines, fees, and court costs
- This metric shows how much money was retained by the City and how much money was remitted to the State
- Determines the total amount of funds collected by the court

# Funds Collected

8

Funds Collected				
Month/Year	Kept By City	Remitted to State	Total Collected	Comments
Jun-23	\$241,381	\$117,362	\$358,743	
Jul-23	\$214,262	\$101,017	\$315,279	

9

## National Center for State Courts CourtTool Metrics

July 2023 – August 2023

# Clearance Rate

10

- The number of outgoing cases as a percentage of the number of incoming cases
- The clearance rate measures whether the court is keeping up with its incoming caseload

# Clearance Rate

11

Month/Year	Actual	Clearance Rate	
		National Time Standards	Comments
Jun-23	58.80%	100% or higher	
Jul-23	62.82%	100% or higher	

# Time to Disposition

12

- The percentage of cases disposed or otherwise resolved within established time frames
- This measure, used along with the Clearance Rate and Age of Active of Pending Caseload, is an essential management tool that assesses the length of time it takes a court to process cases

# Time to Disposition

Actual (10% of Sample Cases)					
Month/Year	% of Cases Disposed - Within 60 Days	% of Cases Disposed - Within 90 Days	% of Cases Disposed - Within 180 Days	National Time Standards	Comments
Jun-23	29.34%	37.72%	66.47%	75% of cases disposed within 60 days 90% within 90 days;	Court did not issue many warrants between 2018 - 2022. Therefore, the number of days between the file date and the time of disposition is significantly large and the cases never went into an inactive state. For cases in which there is a warrant, they go into an inactive state. Once the warrant is recalled the case is reactivated and the clock starts over when calculating the number days to disposition. As a result, the number of days to disposition is significantly large.
Jul-23	51.25%	59.38%	77.50%	98% within 180 days	

# Age of Pending Caseload

14

- The age of the active cases that are pending before the court, measured as the number of days from filing until the time of measurement
- Cases that are filed but are not yet disposed are what make up the court's pending caseload

# Age of Pending Caseload

15

Month/Year	% of Pending Cases 1-60 Days Old	% of Pending Cases 61-90 Days Old	Actual Data		National Time Standards	Comments
			% of Pending Cases 91-180 Days Old	% of Pending Cases Older than 180 Days		
Jun-23	3.84%	1.53%	4.29%	90.34%	75% of cases disposed within 60 days; 90% within 90 days; 98% within 180 days	The court still has a significant backlog that it is trying to address. The court is preparing to conduct a docket clean up and it has resumed processing warrants.
Jul-23	3.54%	1.93%	4.19%	90.34%		

# Time Date Certainty

16

- The number of times cases disposed by trial are scheduled for trial
- This metric provides a tool for management to evaluate the effectiveness of calendaring and continuance practices

# Trial Date Certainty

17

Month/ Year	% of Cases Disposed - Bench Trials	Average Number of Trial Settings - Bench Trials	Actual Data		National Time Standards	Comments
			% of Cases Disposed - Jury Trials	Average Number of Trial Settings - Jury Trials		
Jun-23	N/A	N/A	N/A	N/A	90% of cases disposed with 2 or fewer trial settings	No Bench or Jury Trials Held
Jul-23	N/A	N/A	N/A	N/A		No Bench or Jury Trials Held

# Summary

18

- Municipal Court Challenges
- Number of July 2023 Defendants
- Funds Collected
- National Center for State Courts CourtTool Metrics
  - ▣ Clearance Rate
  - ▣ Time to Disposition
  - ▣ Age of Pending Caseload
  - ▣ Trial Date Certainty

# End

19

Questions



# City of Killeen

## Staff Report

File Number: DS-23-081

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Discuss HARP Program (Hope and Restoration Program)



# City of Killeen

## Staff Report

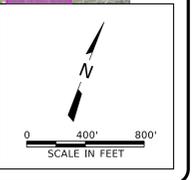
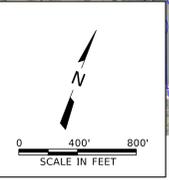
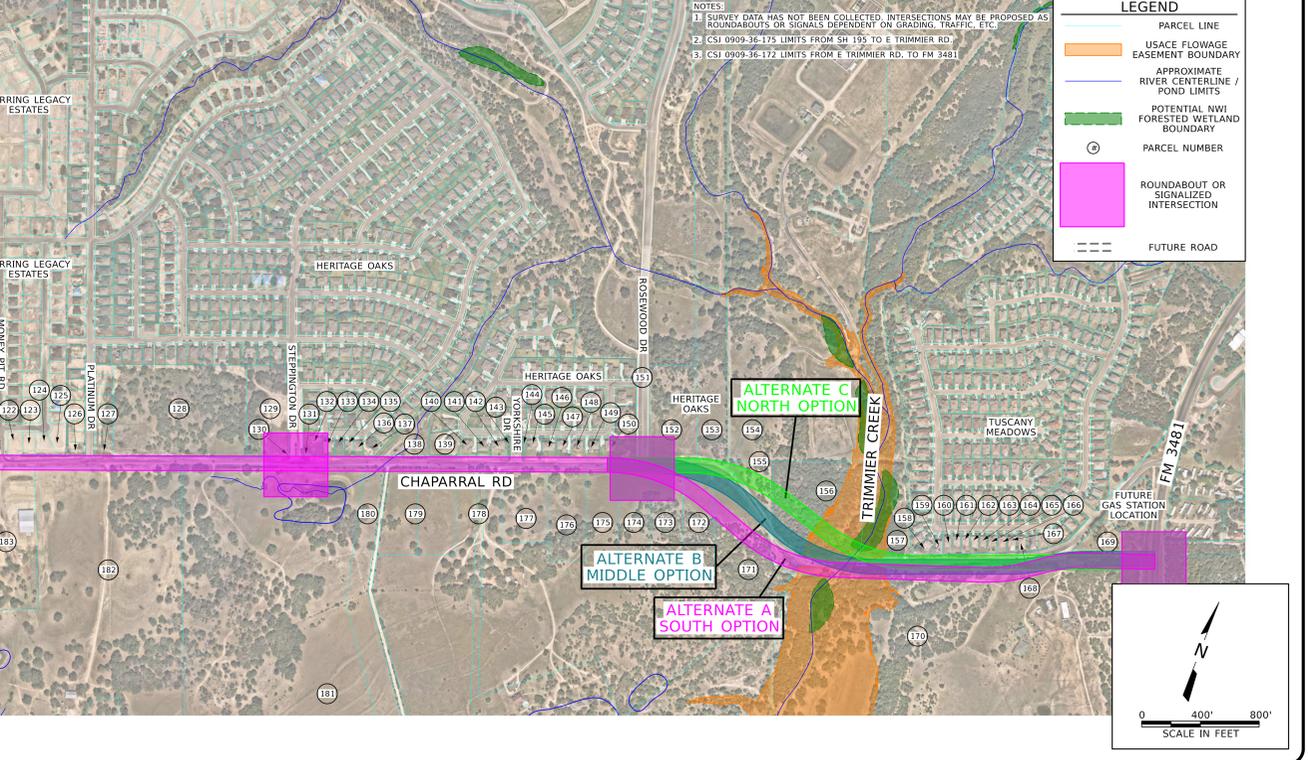
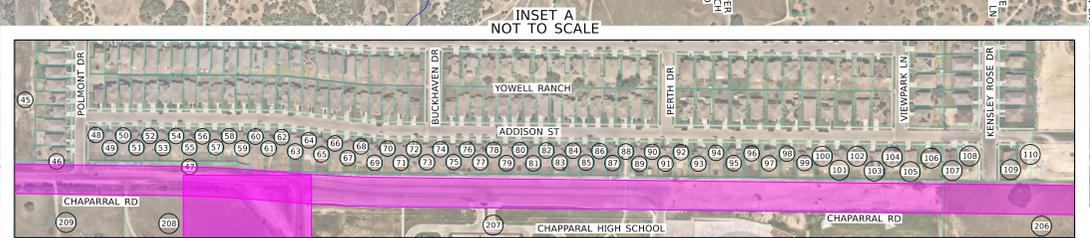
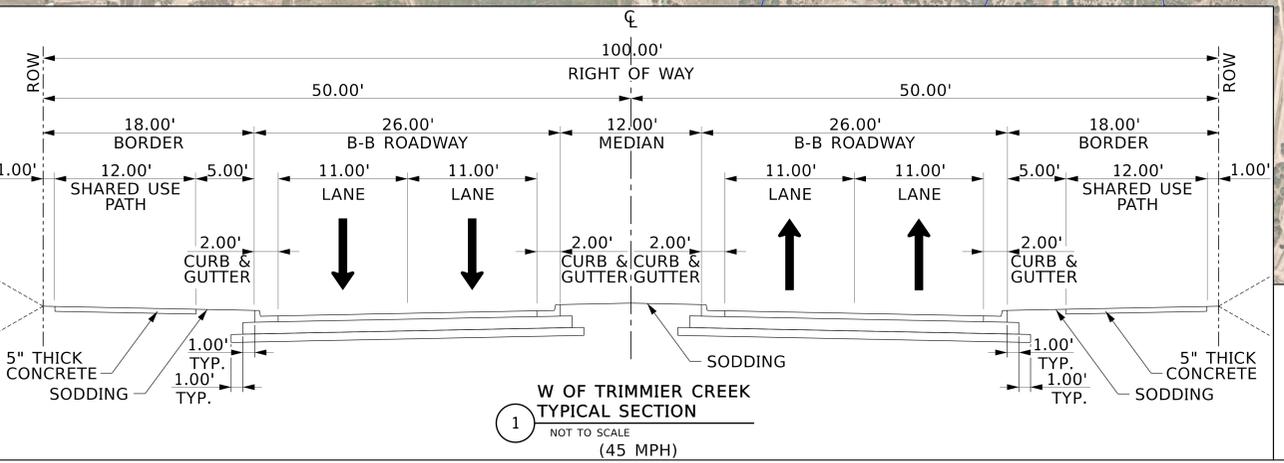
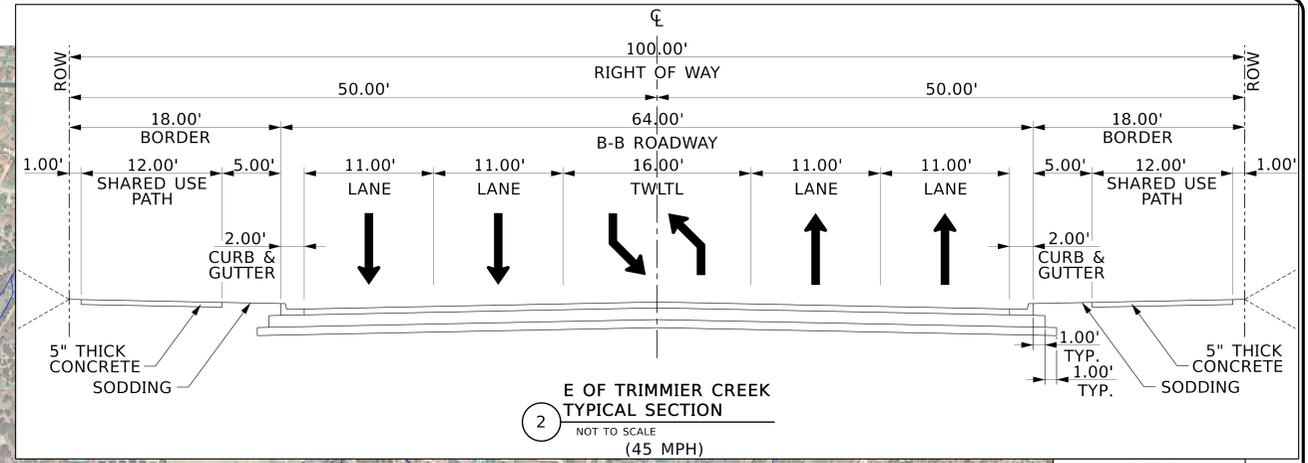
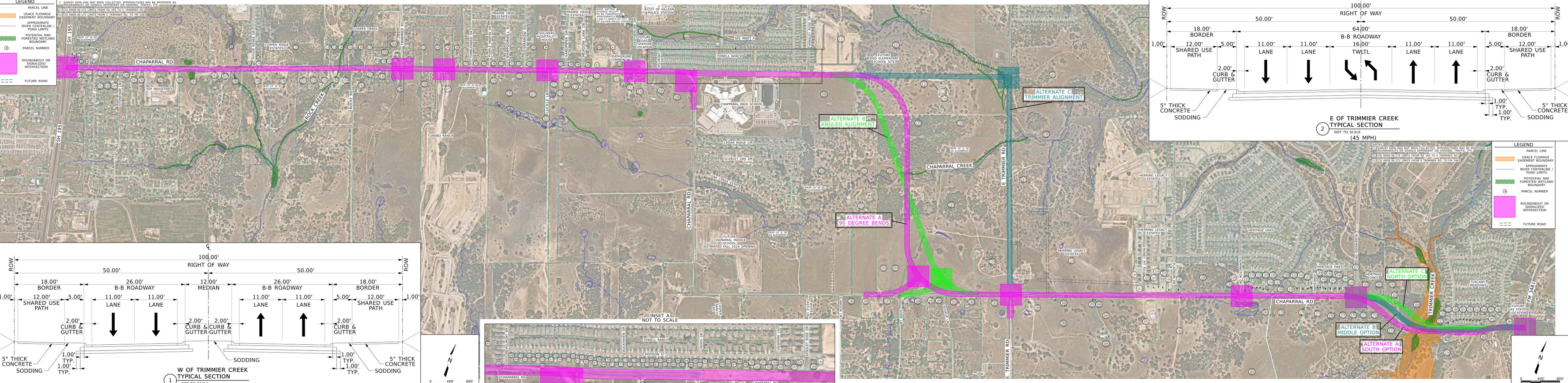
File Number: DS-23-082

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Discuss the Chaparral Road Project regarding the Proposed Roadway Alignments

- LEGEND**
- PARCEL LINE
  - USACE FLOWAGE EASEMENT BOUNDARY
  - APPROXIMATE RIVER CENTERLINE / POND LIMITS
  - POTENTIAL NWI FORESTED WETLAND BOUNDARY
  - PARCEL NUMBER
  - ROUNDABOUT OR SIGNALIZED INTERSECTION
  - FUTURE ROAD

NOTES:  
 1. SURVEY DATA HAS NOT BEEN COLLECTED. INTERSECTIONS MAY BE PROPOSED AS ROUNDABOUTS OR SIGNALS DEPENDENT ON GRADING, TRAFFIC, ETC.  
 2. CSI 0909-36-175 LIMITS FROM SH 195 TO E TRIMMIER RD.  
 3. CSI 0909-36-172 LIMITS FROM E TRIMMIER RD. TO FM 3481



# Open House Summary

Chaparral Road Reconstruction Project  
Thursday, April 27 to Friday, May 12, 2023



## Project Overview

The City of Killeen is planning for improvements to Chaparral Road from SH 195 to Stillhouse Lake Road (FM 3481). This project also proposes a new roadway alignment between Chaparral High School and E. Trimmier Road and a realignment of Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road).

The area around Chaparral Road has seen a significant increase in residents, leading to congestion and safety concerns for drivers and pedestrians. Considering this growth, the newly constructed Chaparral High School, the many planned residential developments, and the upcoming opening of a new middle school, the City is moving the project forward. Improvements would accommodate existing and future traffic volumes and improve safety and mobility for all roadway users, including students.

Public involvement is important to this process and the City of Killeen values public input. The City has started meeting with local partners, elected officials, and property owners where a new roadway alignment is proposed. Updates will be shared with the community as the project progresses and an additional public meeting is anticipated for early to mid 2024. All public involvement details and feedback will be collected and included in a summary report.

## Open House

The project team held an open house on April 27, 2023. The online option and comment period was also available from April 27 to May 12, 2023. The same materials were shared in-person and online.

In-person Open House	Online Open House
Thursday, April 27, 2023 5:30 p.m. to 7:30 p.m. First Baptist Church of Trimmier 6405 Chaparral Road, Killeen, TX 76542	Thursday, April 27, 2023 to Friday, May 12, 2023 <a href="http://chaparralroad.com">chaparralroad.com</a>

The open house had a total of **338 participants** and the team received **62 comments** through written and online comment opportunities and the project email.

The open house style format allowed attendees to review project exhibits and schematics. The information presented at the meeting included:

- Project background and funding
- Proposed roadway configurations
- Anticipated timeline
- Intersection improvement options
- Evaluation matrices for the realignment alternatives
- Project layout

Attendees had the opportunity to speak with project team members about proposed road improvements, potential property impacts, and realignment options. All public input will be considered by the City of Killeen when planning the final road design.

## Notices

### Postcard

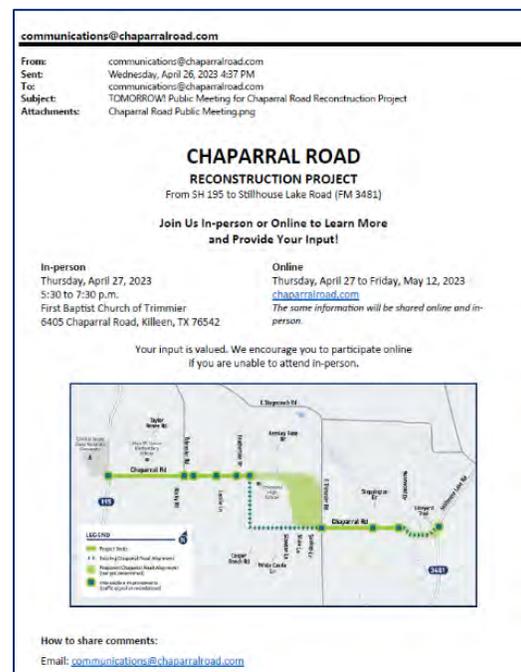
A postcard was mailed to **300+ adjacent property owners** and **23 elected officials and planning partners** informing them about the meeting. Information about the open house was included on the postcard, including its purpose, location, date, and time.

### Email Notices

Two email notices were sent to stakeholders, property owners, elected officials, and planning partners to inform them of the project, open house, and comment opportunities. An email was sent to **53 subscribers on Wednesday, April 26** and to **171 subscribers on Thursday, May 11** reminding them of the open house and the comment period.



Postcard mailer



Email reminder

### Social Media

The City of Killeen used their social media accounts to share project and meeting information with the community and encourage participation. Three notices were posted by the communications department on April 21, April 26 and May 11.

### Phone Calls

The project team conducted outreach calls to property owners and stakeholders a week before the open house. These outreach calls were used as a reminder to property owners and stakeholders in this reconstruction project. As well as notifying business owners in the project limits.

### Project Webpage

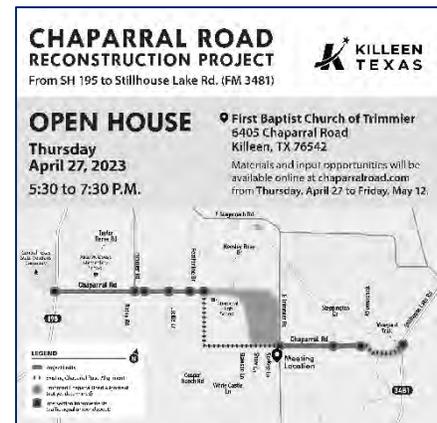
The Chaparral Road Reconstruction Project webpage, [chaparralroad.com](http://chaparralroad.com), included open house details for site visitors. Site visitors were able to find open house information and project details.

### Newspaper Ad

A printed advertisement was run in the Killeen Daily Herald on Tuesday, April 18. This advertisement was run to reach the Killeen community and residents interested in the reconstruction project. Advertisement details included open house purpose, location, date, and time.



Facebook post – April 21



Ad placed in the Daily Killeen Herald on April 18, 2023

## Comments

The comment period was open from April 27 to May 12, 2023. This gave all interested community members the opportunity to comment at their own time.

In-person and online comment forms included a section to identify preferred alignment options for Chaparral Road and an open comment field to give commenters the opportunity to make general comments about the project.

<b>Comment Type</b>	<b># Received</b>
In-person Comment Form	15
Online Comment Form	36
Email	9
<b>TOTAL</b>	<b>60</b>

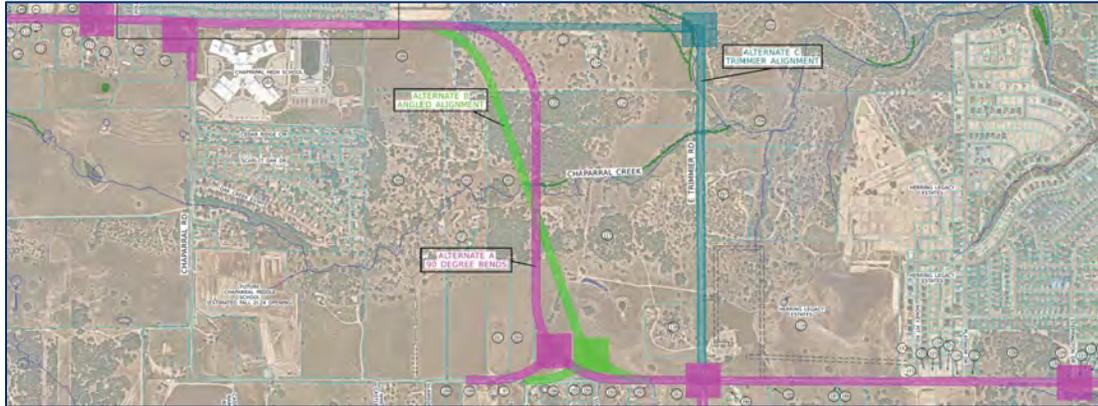
### *Comment Themes*

- Concern for safety along Chaparral Road, especially for students from Chaparral High School who drive this road daily.
- Preference for a traffic light at Stillhouse Lake and Chaparral Road.
- Concern roundabouts will not be able to accommodate school buses and large trucks.
- Commenters noted congestion along Chaparral Road now

### Preferred Alignment Options

Participants were asked what realignment options they would like to see in this project. Below is a tally of preferred alignment options for each section. The preferred alignment will be chosen based on technical analysis and public feedback.

#### Chaparral Road between Chaparral High School and E. Trimmier Road



**8** Alternate A (pink) **18** Alternate B (green) **9** Alternate C (blue)

#### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



**15** Alternate A (pink) **17** Alternate B (green)

### Next Steps

The project team will review all comments collected and continue to refine the design and choose a preferred alignment. The City will meet with impacted property owners as the project moves forward and more detailed design plans are drafted. An additional public meeting will be held early next year and more information on the project will be shared as it becomes available.



# Appendix A

## Comments Received



# Written Comments



# Comment Card

Chaparral Road Reconstruction Project

Part I

Name: [REDACTED]

Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

## COMMENTS (Please Print):

[REDACTED]

My wooden fence faces the Chaparral road. This fence is 2 foot away from this already busy road, very close. My understanding is that the city is planning on building a sidewalk, ~~12~~ 12 foot away from our fences. That is still not a long distance away from my fence. Now, my main concern is safety, A car running into my fence. my children and pets play in the backyard and an accident has always been a concern to us. Now, the wider this Road gets, the busier it's going to get. This will increase the likelihood of a car accident and the chance of cars running into our fences. My neighbors and I, would like to bring to your attention our concern, SAFETY. That's why we want to bring to your attention, the possibility of the construction of a solid, tall, concrete fence along our neighborhood. Please let me know if there is any other option available too. Thank you.

### How to Submit Comments:



[communications@chaparralroad.com](mailto:communications@chaparralroad.com)



Chaparral Road c/o CD&P  
PO Box 5459, Austin, TX 78763



[chaparralroad.com](http://chaparralroad.com)

[REDACTED]

All comments are welcome and must be submitted by **May 12, 2023** to be included in the meeting summary.



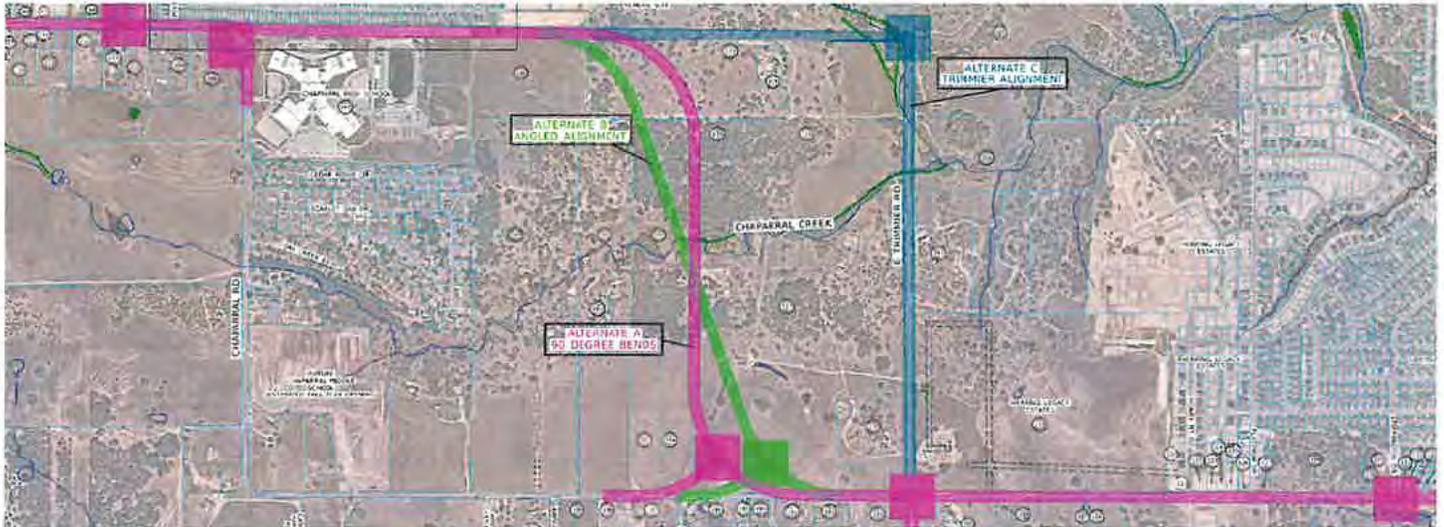
# Comment Card

## Chaparral Road Reconstruction Project

Alignment alternatives are being evaluated. The preferred alignment will be chosen based on technical analysis and public input.

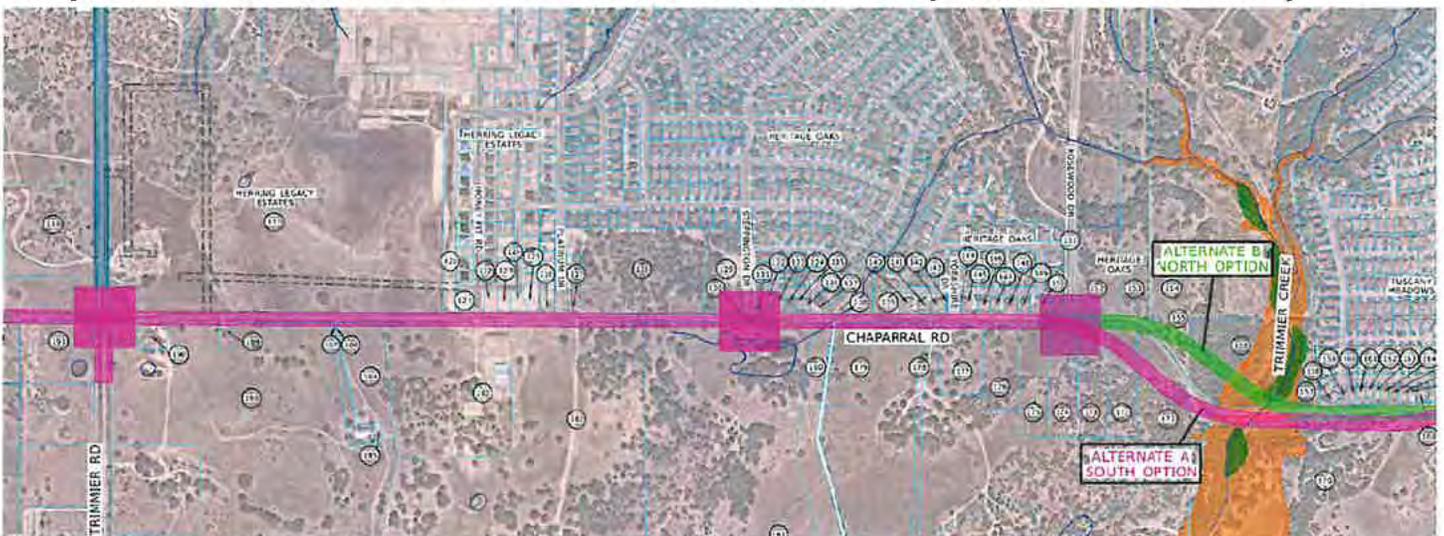
Tell us which alignment you prefer for each section of Chaparral Road where a new alignment is proposed.

### Chaparral Road between Chaparral High School and E. Trimmier Road



- Alternate A (pink)     Alternate B (green)     Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Part II

Name: [Redacted] Phone: [Redacted]  
Address: [Redacted]  
Email: [Redacted]

### COMMENTS (Please Print):

I honestly would like the idea of building this concrete fence, I suggested early, along our back yards. But, I'm opened to ideas! One thing I forgot to mention is that I would like to go with the "ALTERNATE A SOUTH OPTION" (purple line). This at least will move the road further away from my wood fence. I'm not sure how far away this ALTERNATE (ALTERNATE A SOUTH OPTION) will move the road but if the possibility to move it away 30-40 foot away from our backyard exist, that would be fine! Again, Thank you!

[Redacted]

### How to Submit Comments:

-  [communications@chaparralroad.com](mailto:communications@chaparralroad.com)
-  Chaparral Road c/o CD&P  
PO Box 5459, Austin, TX 78763
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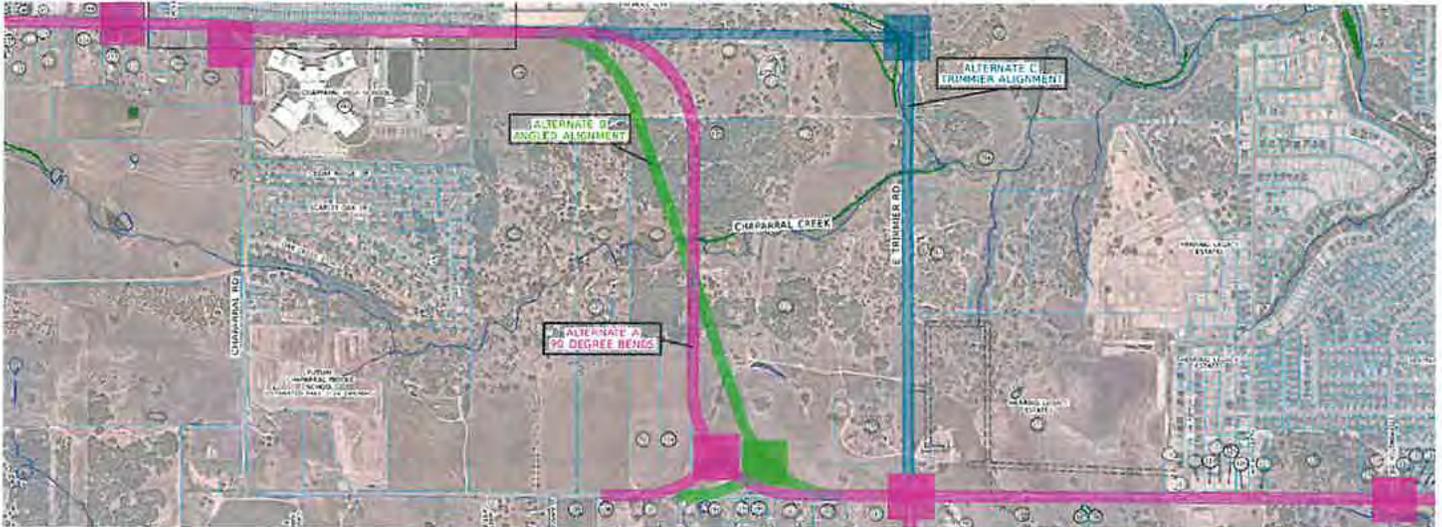
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### Chaparral Road between Chaparral High School and E. Trimmier Road



- Alternate A (pink)     Alternate B (green)     Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name: [REDACTED] Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

## COMMENTS (Please Print):

Proposal C is the best option.  
A & B affect parcels that are not willing to contribute to project. Consider court costs.

Roundabouts on Chaparral are dangerous. We have trucks and hills in every direction and this would be a mistake for all who travel this Rd.

Parcel [REDACTED] and East impact [REDACTED] [REDACTED] would be too close to roadway.  
Consider right of way across on undeveloped property.

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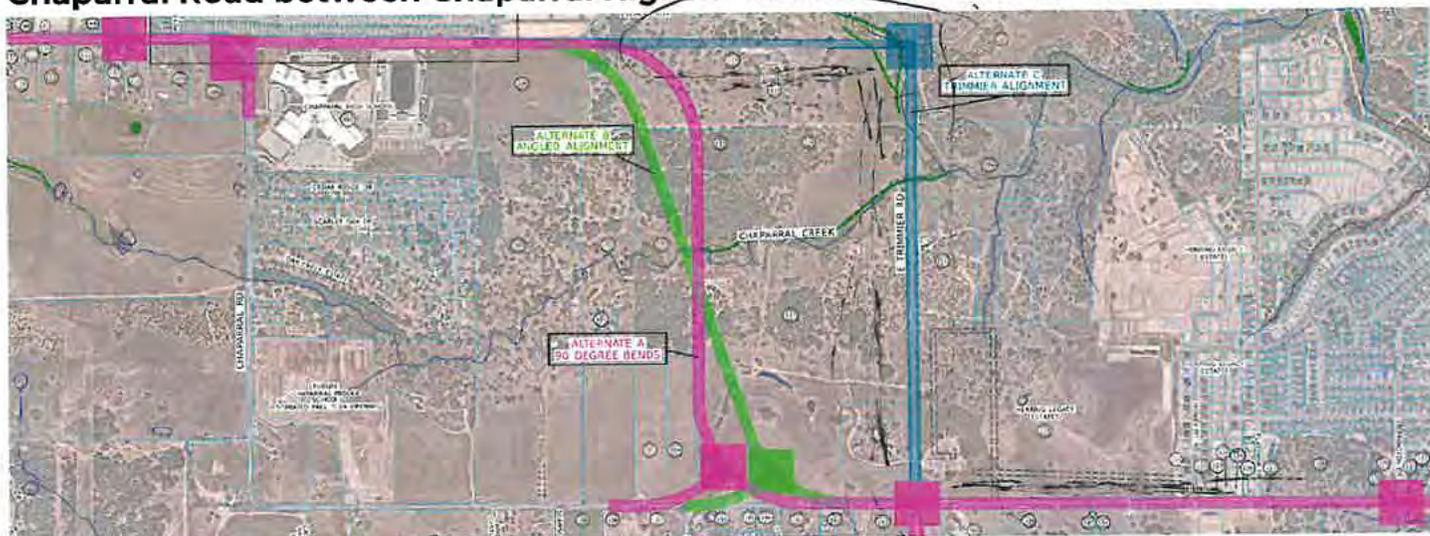
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### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name:

Phone:

Address:

Email:

## COMMENTS (Please Print):

- ① What is the impact to peoples homes?
- ② What is the impact to families land?
- ③ Multiple traffic stops causing gridlock & traffic jams → too many causes problems
- ④ ~~What~~ What are the natural habitat impact?
- ⑤ Estimate time of completion from start date
- ⑥ What phases & when will they start
- ⑦ Cost of buying people out of houses & properties on top of the estimated cost to complete construction
- ⑧ Impact People have live at these homes for 50-60 years. Now they have to move?

## How to Submit Comments:



[communications@chaparralroad.com](mailto:communications@chaparralroad.com)



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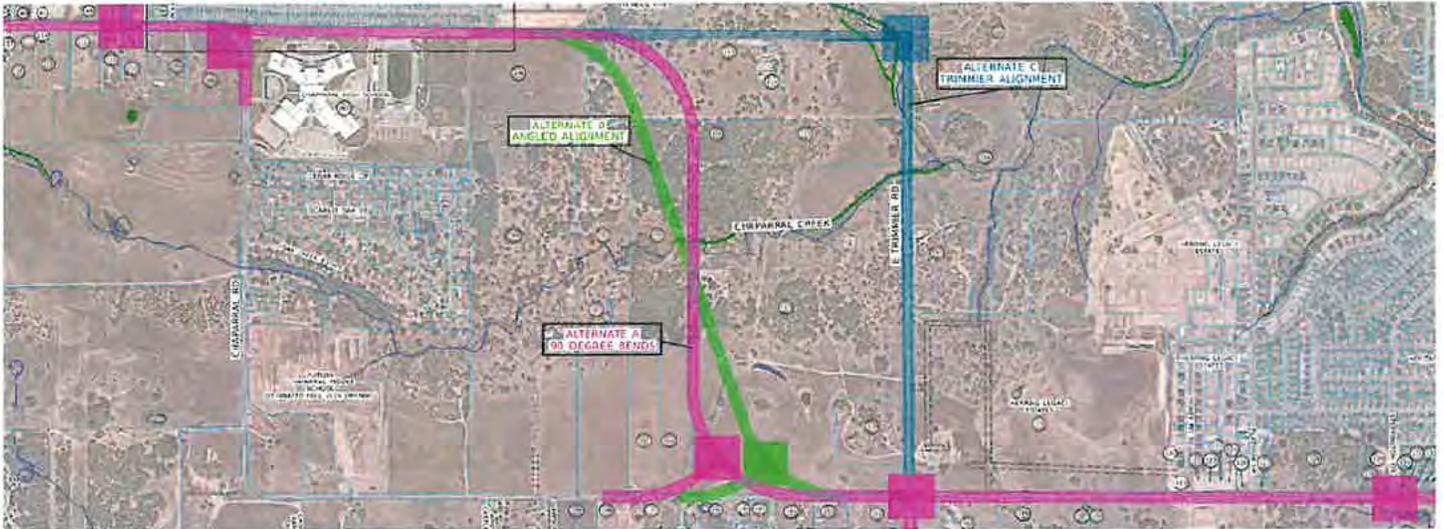
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### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## COMMENTS (Please Print):

- I would like to see a timeline of events for this project throughout the phases posted online so we know what to expect as the project progresses. I'm sure everyone wants to be kept informed and this is the way to do it.

- I prefer a traffic light on Steppington Drive to get out of the Housing neighborhood to Chaparral instead of a round about. It is already difficult turning right or left to get out.

## How to Submit Comments:

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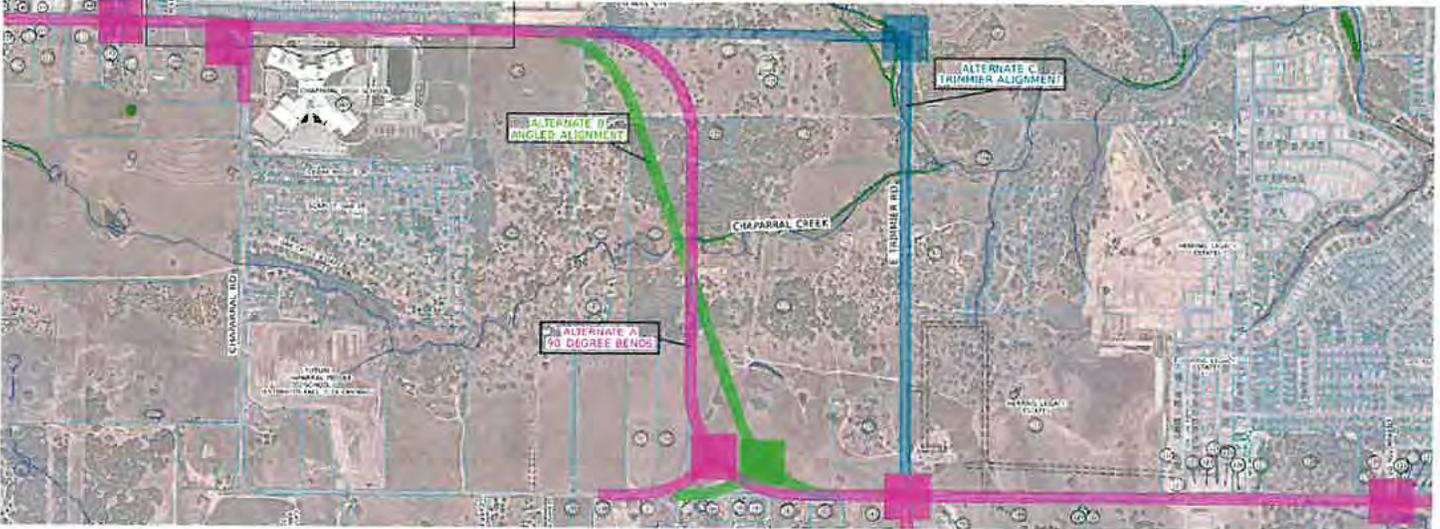
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### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name: [REDACTED] Phone: [REDACTED]  
 Address: [REDACTED]  
 Email: [REDACTED]

### COMMENTS (Please Print):

WHY DO WE NEED SHARED USE LANES ON BOTH SIDES OF THE ROAD?

WHY DO THE SHARED USE LANES NEED TO BE 12 FT WIDE? SHARED USE IN AUSTIN IS ONLY 4-5 FT WIDE!

### How to Submit Comments:

-  [communications@chaparralroad.com](mailto:communications@chaparralroad.com)
-  Chaparral Road c/o CD&P  
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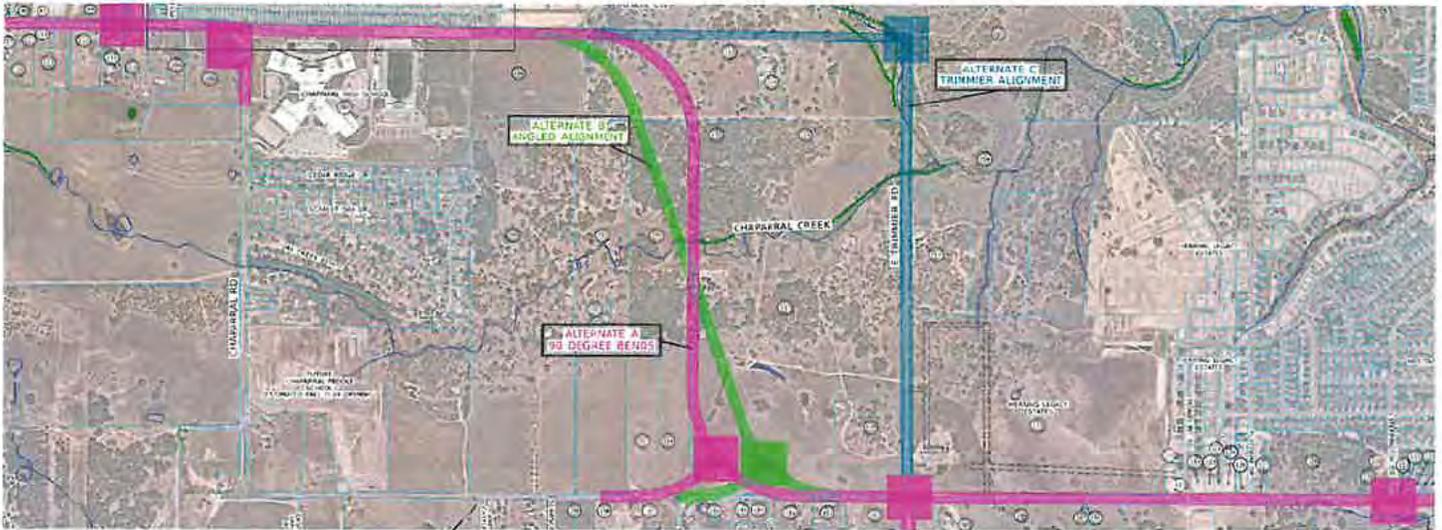
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- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name: [Redacted] Phone: [Redacted]

Address: [Redacted]

Email: [Redacted]

### COMMENTS (Please Print):

*Roundabouts will be better,  
still/house needs a light*

[Lined area for additional comments]

### How to Submit Comments:

-  [communications@chaparralroad.com](mailto:communications@chaparralroad.com)
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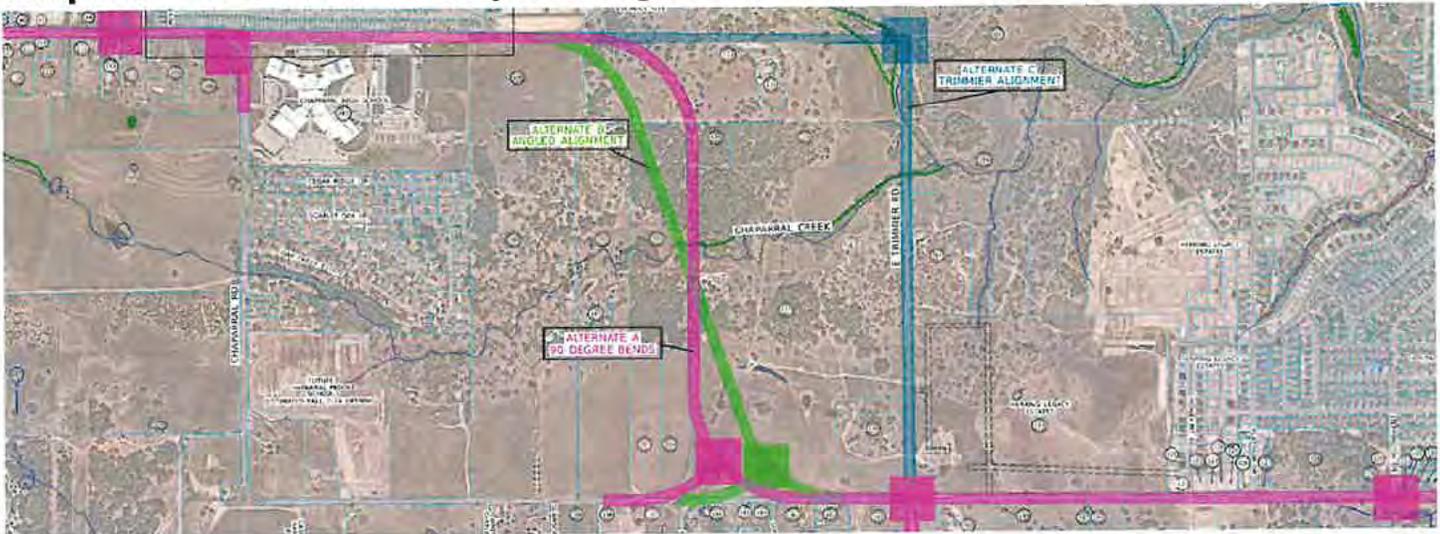
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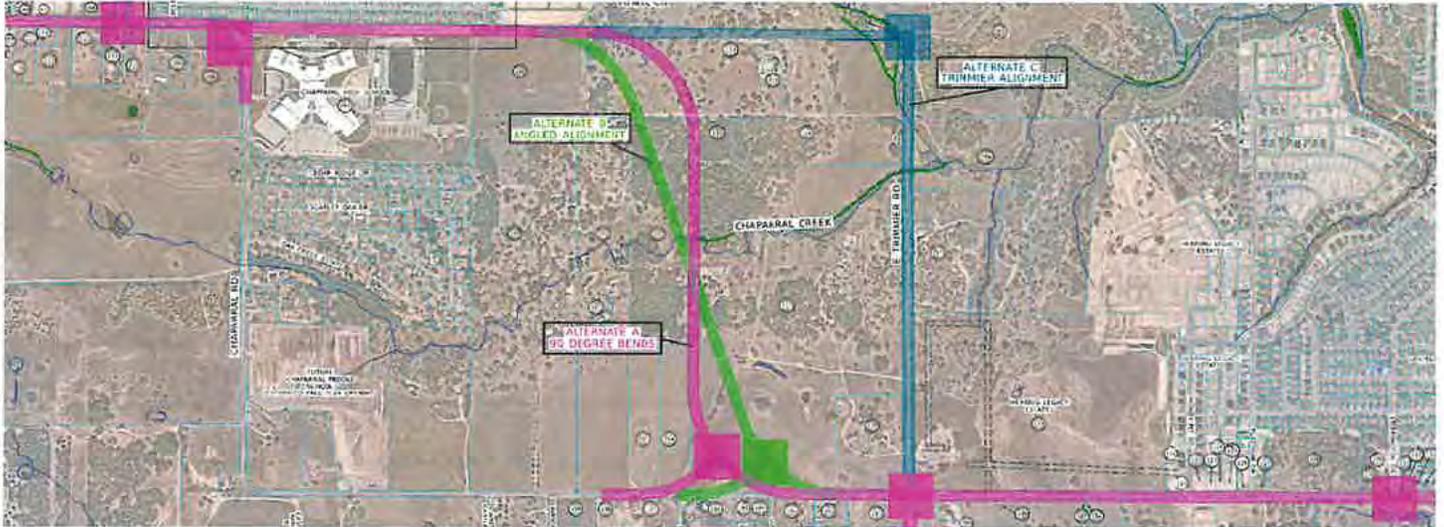
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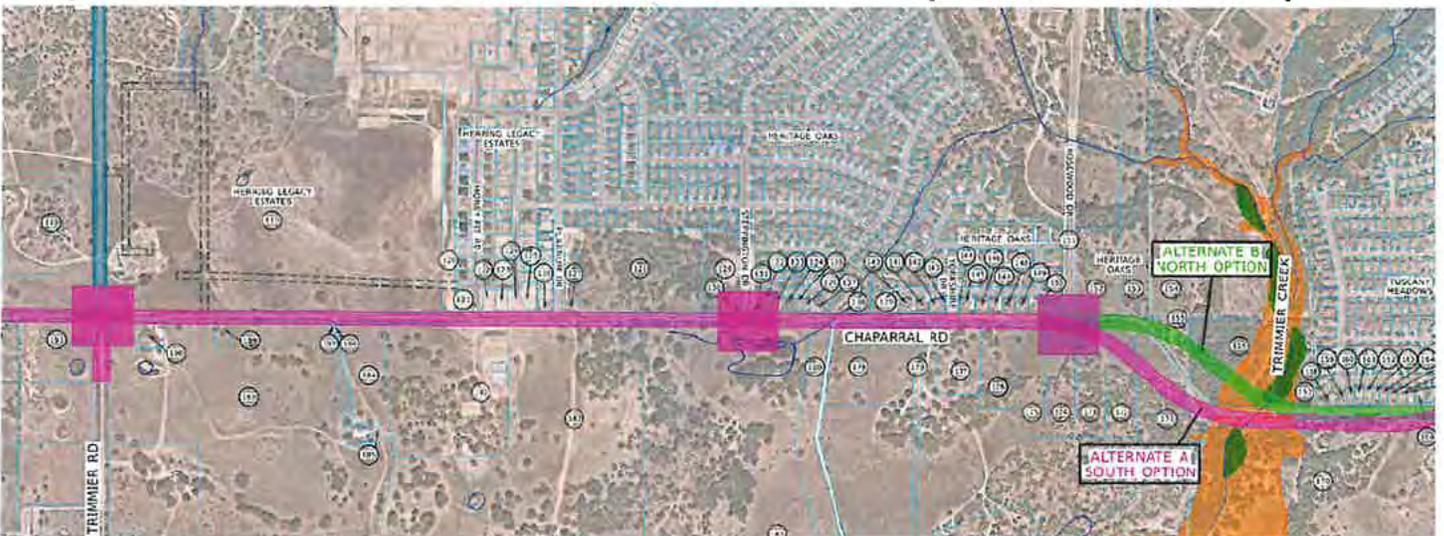
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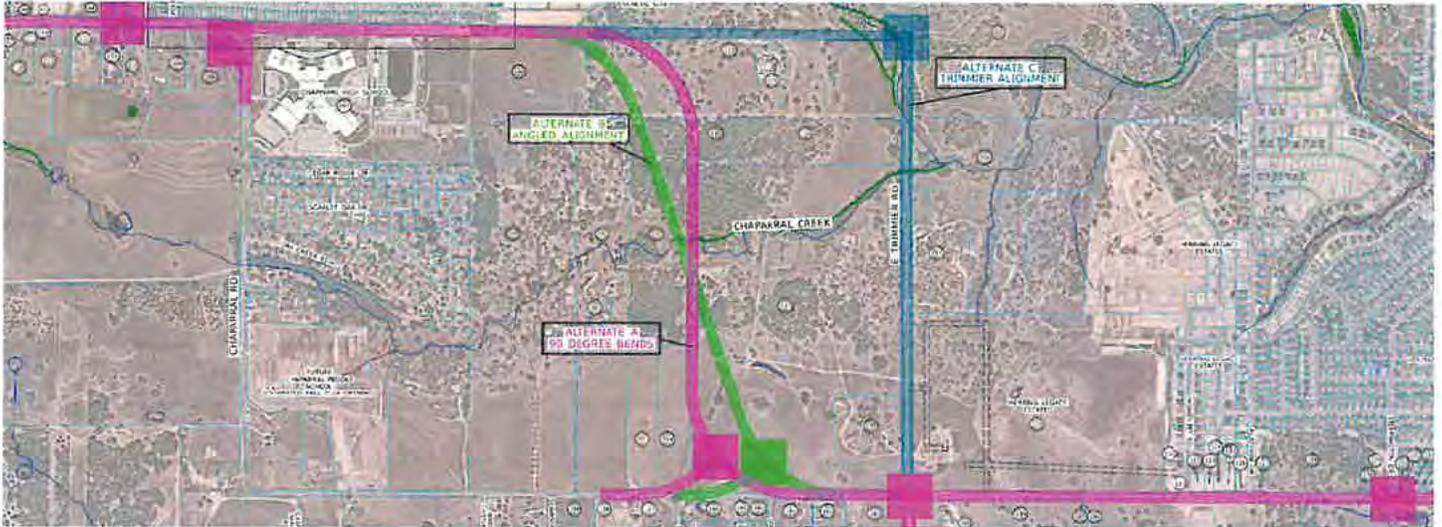
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- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name: [Redacted] Phone: [Redacted]

Address: [Redacted]

Email: [Redacted]

## COMMENTS (Please Print):

At [Redacted] our Church has purchased this 18.9 Ac area, and have plans of building this out as our new church campus.

On Google we are [Redacted]

As it is currently proposed, there are no left turns opening listed in front of our property. We currently have 2 drive ways, and will be installing a third. We saw "Roundabouts" but those are not a good idea, as like a "U-Turn" this for many who still pull trailers with livestock, and large trucks and heavy equipment will NOT be able to properly and safely make those turns. Signal lights or stop sign areas along with proper turning lanes are a must.

Second, our property sits in between the valley area of 2 high points both on the west and east sides. This also needs to be addressed, and we request "Church Flashing Signs" on both sides for traffic to slow. Please consider the future development of our Church Campus, and know we already have established a Community Precinct.

Look forward to more development and forth coming info.

[Redacted Signature]

Cell # [Redacted]

## How to Submit Comments:

-  [communications@chaparralroad.com](mailto:communications@chaparralroad.com)
-  Chaparral Road c/o CD&P  
PO Box 5459, Austin, TX 78763
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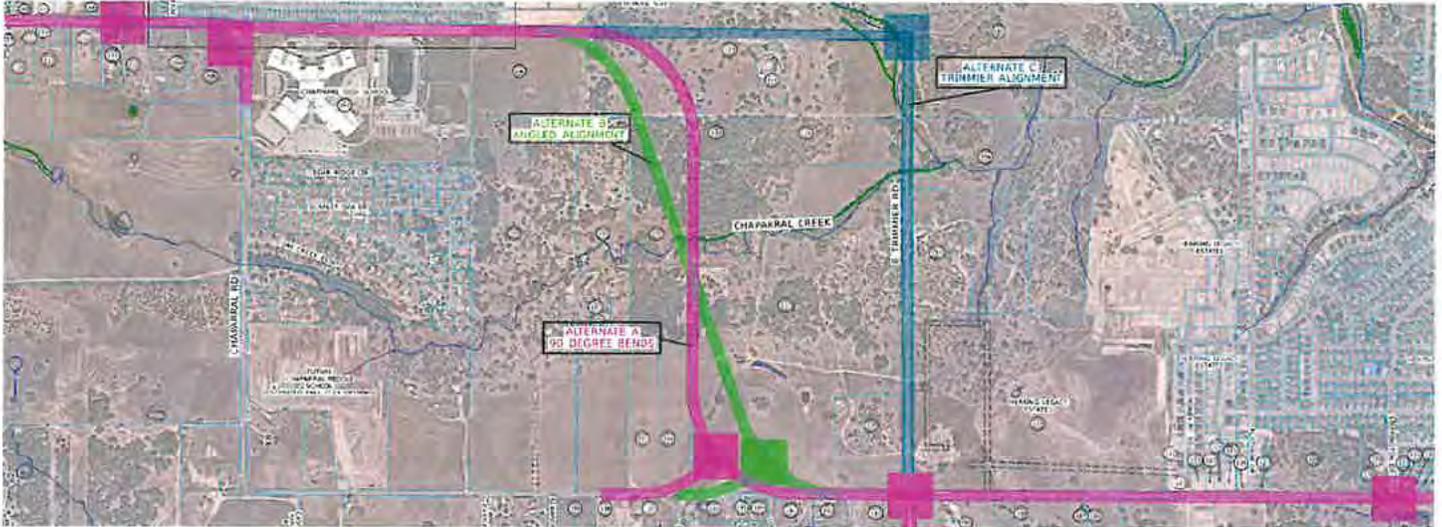
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# Comment Card

Chaparral Road Reconstruction Project

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

## COMMENTS (Please Print):

In front of property the suppose light signal or round about will block multiple entrances to properties that do not connect to other roads. Turnbo Ranch is not part of Killeen and does not pay taxes, so they should be ignored for traffic improvements. We were here first and their construction team are idiots for putting an entrance where they decided to put it. They already put 2 poles for electric in front "middle" of our property which will degrade any improvements that I could possibly do or want. If I cannot make a safe left turn out of the property you will be seeing us again. By the way Mudd has taken down their sign and have not put it back up. There is no feasible idea to fix the traffic issue. From Trimmer if a light goes there, there will not be sufficient roadway ~~to~~ and will cause a bottleneck limiting access to 3 properties excluding turnbo ranch.

## How to Submit Comments:



[communications@chaparralroad.com](mailto:communications@chaparralroad.com)



Chaparral Road c/o CD&P  
PO Box 5459, Austin, TX 78763



[chaparralroad.com](http://chaparralroad.com)

All comments are welcome and must be submitted by **May 12, 2023** to be included in the meeting summary.



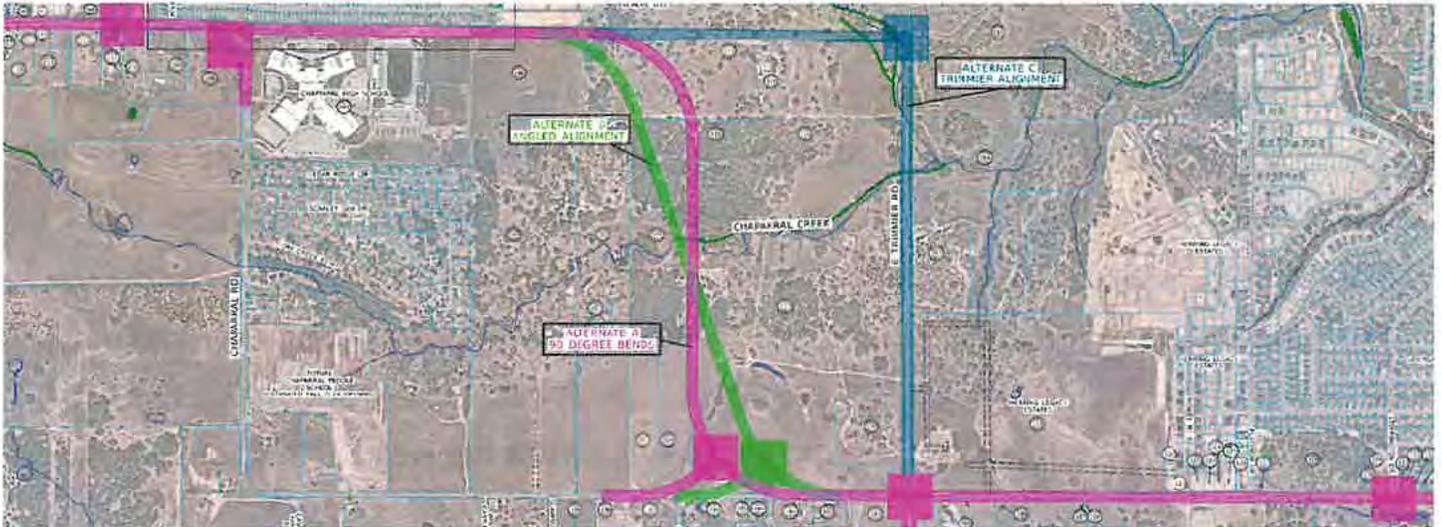
# Comment Card

## Chaparral Road Reconstruction Project

Alignment alternatives are being evaluated. The preferred alignment will be chosen based on technical analysis and public input.

Tell us which alignment you prefer for each section of Chaparral Road where a new alignment is proposed.

### Chaparral Road between Chaparral High School and E. Trimmier Road



- Alternate A (pink)   
  Alternate B (green)   
  Alternate C (blue)
- ← makes sense but running road thru next to house and splitting property*
- also makes sense but also cuts a huge amount of property in half*

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)   
  Alternate B (green)
- No Keep original path*





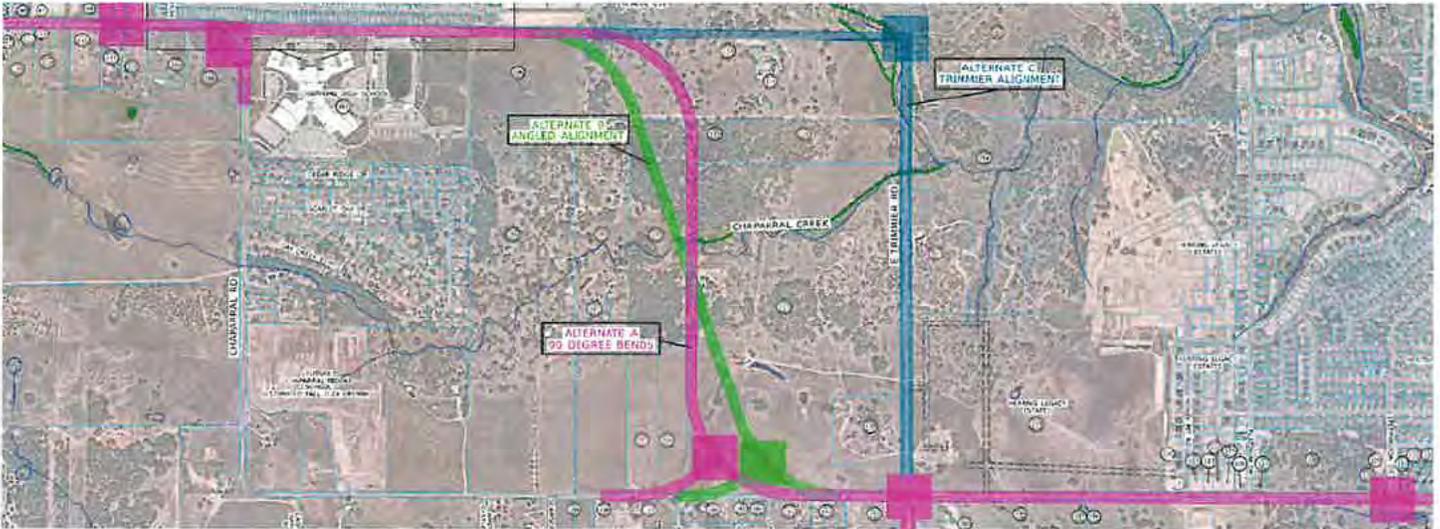
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### Chaparral Road between Chaparral High School and E. Trimmier Road



- Alternate A (pink)     Alternate B (green)     Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)    *N/A*



# Comment Card

Chaparral Road Reconstruction Project

Name: [REDACTED] Phone: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

## COMMENTS (Please Print):

I RECOMMEND THAT A TRAFFIC CIRCLE BE BUILT INSTEAD OF A TRAFFIC LIGHT. BUILDING A TRAFFIC LIGHT WOULD CREATE MORE NOISE AND CARBON POLLUTION BEHIND OUR HOME. OUR HOME IS LOCATED NEAR CHAPARRAL RD AND ROSEWOOD RD. BETWEEN CONSTRUCTION AND IDLING VEHICLES THE NOISE AND POLLUTION WOULD BE TO OVERWHELMING FOR MY FAMILY. WITH A DAUGHTER IN HIGH SCHOOL AND BOTH MY WIFE AND I WORKING THIS WOULD CAUSE ADDITIONAL STRESS ON OUR FAMILY. AND THE NOISE AND ADDITIONAL TRAFFIC CAUSED BY THIS CONSTRUCTION WOULD BE TOO MUCH FOR ANY FAMILY. PLEASE CONSIDER A TRAFFIC CIRCLE IF THIS CONSTRUCTION NEEDS TO HAPPEN TO REDUCE OVERALL TRAFFIC. HONESTLY TRAFFIC IS NOT TOO BAD RIGHT NOW BESIDES THE NORMAL PEAK HOURS BETWEEN 8 AM AND AFTER 5 PM MONDAY THROUGH FRIDAY. SATURDAYS AND SUNDAYS TRAFFIC IS MINIMAL. THANK YOU!

### How to Submit Comments:

 [communications@chaparralroad.com](mailto:communications@chaparralroad.com)

 Chaparral Road c/o CD&P  
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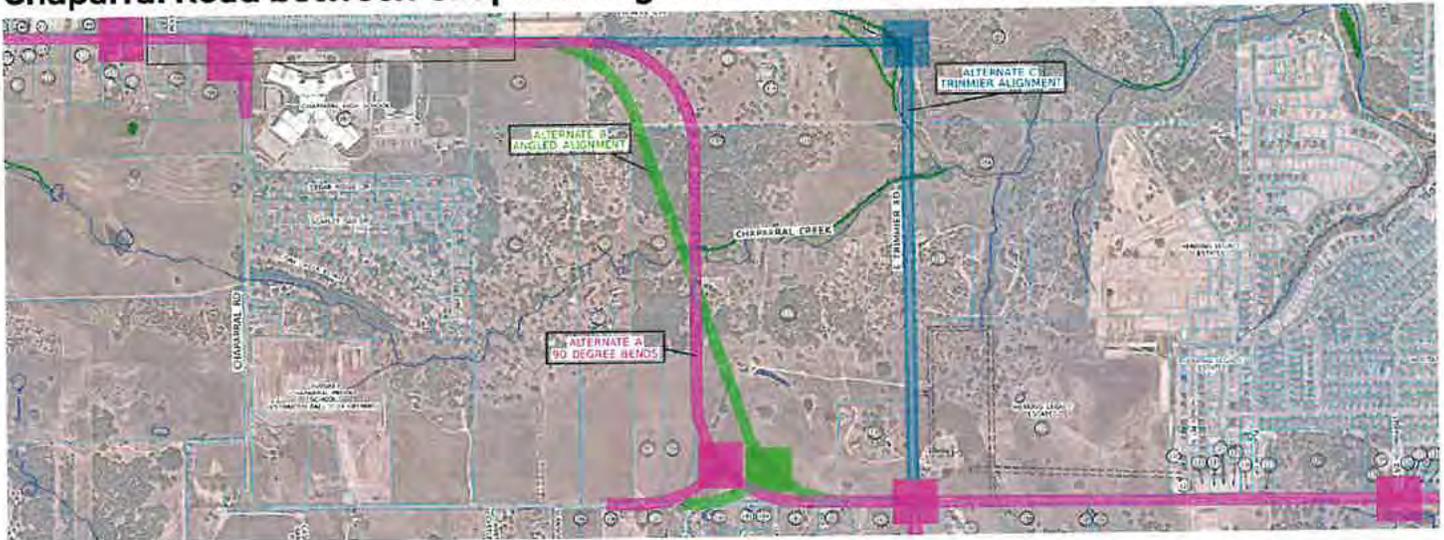
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- Alternate A (pink)     Alternate B (green)     Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

Name: [Redacted] Phone: [Redacted]  
 Address: [Redacted]  
 Email: [Redacted]

### COMMENTS (Please Print):

- Will there be a Sewer line install between Hwy 195 and Rocky Lane on the south side of The Road?
- What is the plan for small business impact?
- How soon would land acquisition happen?
- Will driveways be upgraded?

Thank you!

### How to Submit Comments:

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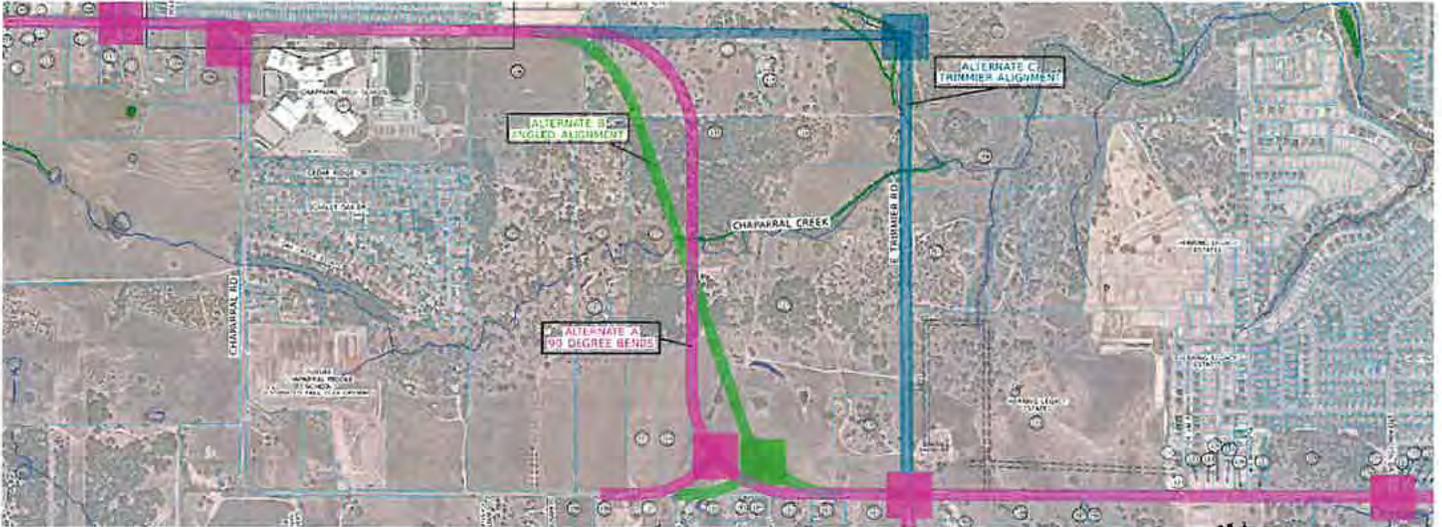
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- Alternate A (pink)     Alternate B (green)     Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



# Comment Card

Chaparral Road Reconstruction Project

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

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

## COMMENTS (Please Print):

My son \_\_\_\_\_ and I would appreciate  
if ~~you~~ you keep in mind that we have a  
livestock ranch that we rotate our  
animals on a weekly schedule. In order  
for us to be able to continue to operate  
our ranch

Thanks

### How to Submit Comments:



[communications@chaparralroad.com](mailto:communications@chaparralroad.com)



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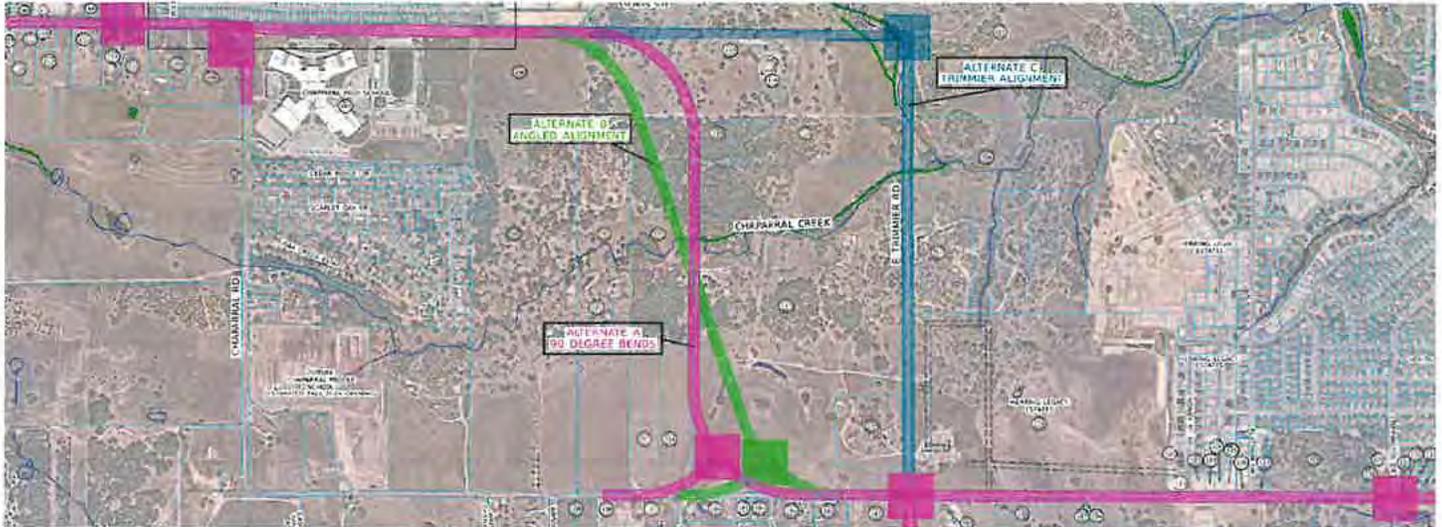
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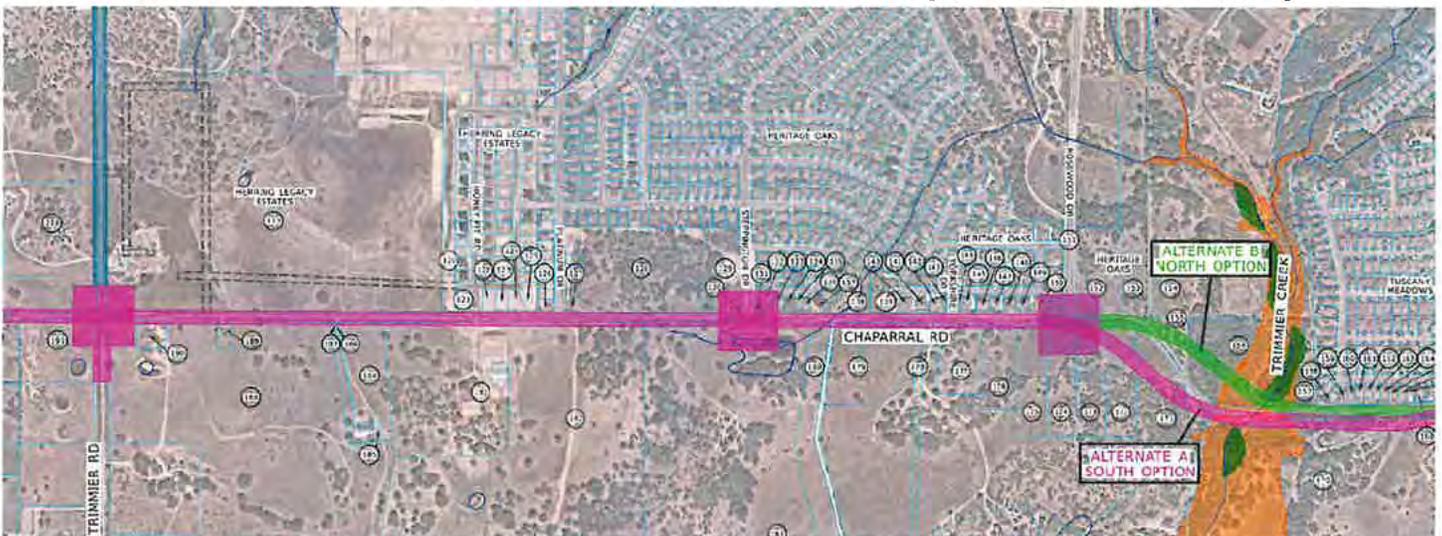
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### Chaparral Road between Chaparral High School and E. Trimmier Road



- Alternate A (pink)
- Alternate B (green)
- Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)
- Alternate B (green)





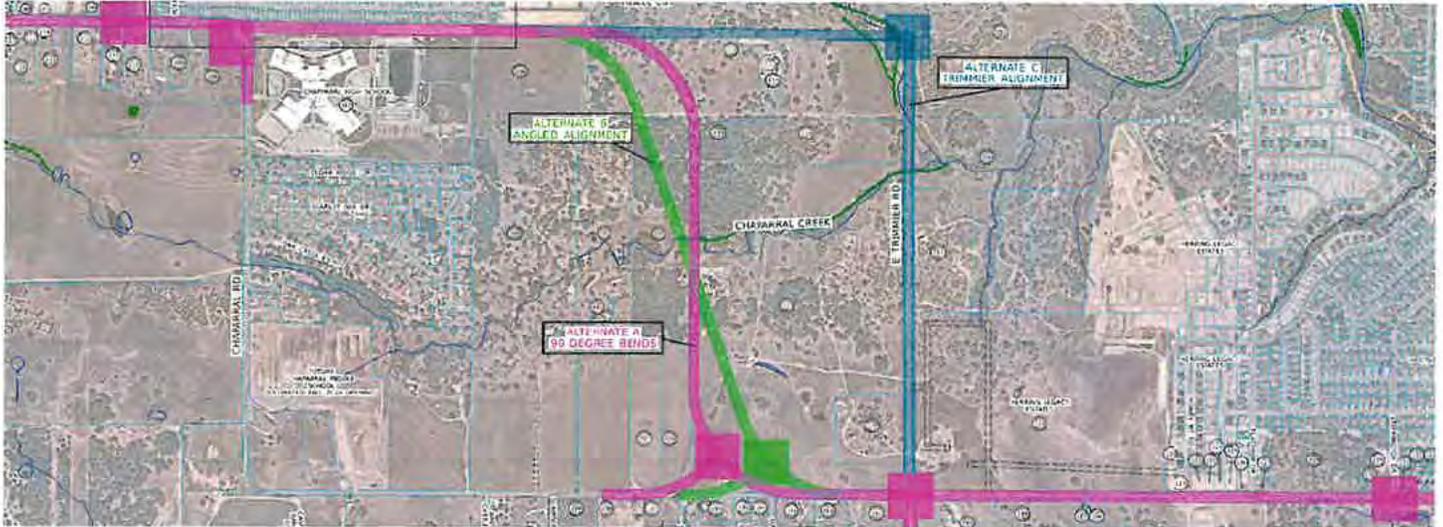
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- Alternate A (pink)     Alternate B (green)     Alternate C (blue)

### Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



- Alternate A (pink)     Alternate B (green)



## Emailed Comments

**From:** [REDACTED]  
**Sent:** Friday, April 28, 2023 10:42 AM  
**To:** communications@chaparralroad.com  
**Cc:** [REDACTED]  
**Subject:** Re: Chaparral Road Reconstruction Project

Jacqie,

Hello, I was unable to make the meeting [REDACTED]. We did have another request that has come up since we met with you on the route choices since we have been able to view the drawings more closely. Please remove the center raised median at least on the part going through the [REDACTED] properties but we believe they should be removed on the whole roadway, around the state these are often put in and then have to be removed later as commercial business move in, or they impede traffic flow. There is plenty of room for the green space on the sidewalk areas that are included on the plans.

If they are unable to be removed completely we will need to talk about having multiple cut-through areas through this median area. This area will very likely have commercial development in the future and already has a school planned for one end of the portion of our property, having this a solid raised median will not help traffic flow or safety it will only be a deterrent as when these raised medians are in place people often make unsafe u-turns trying to get where they need to go.

Thank you,

[REDACTED]  
[REDACTED]  
[REDACTED]

---

**From:** communications@chaparralroad.com <communications@chaparralroad.com>  
**Sent:** Monday, April 3, 2023 1:56 PM  
**To:** [REDACTED]  
**Subject:** Chaparral Road Reconstruction Project

Hello [REDACTED]

I apologize on the delay of this email. Please see attached for the preliminary schematic for the Chaparral Road and a copy of the letter that was mailed to you last week.

We would like to set up a time to meet with you all virtually to discuss the project in more detail and hear from you.

Please reach out at your earliest convenience and talk soon.

Sincerely,

**Jacqie Wilson**  
Chaparral Road Reconstruction Project Team

Phone: [REDACTED]

Email: [communications@chaparralroad.com](mailto:communications@chaparralroad.com)

**From:** [REDACTED]  
**Sent:** Monday, May 1, 2023 11:17 AM  
**To:** communications@chaparralroad.com  
**Subject:** Reconstruction project Chaparral Road

We choose Alternate C (blue) between Chaparral High School and E Trimmier Road. Please no turnabouts!! We will have lots of younger drivers that will not obey yield signs! Traffic lights please! People living out near these intersections have lived here for many, many years!

Thank you,

**From:** [REDACTED]  
**To:** [communications@chaparralroad.com](mailto:communications@chaparralroad.com)  
**Subject:** Chaparral Road Proposal  
**Date:** Tuesday, May 2, 2023 3:06:24 PM  
**Attachments:** [Chaparral Road Proposal Route.pdf](#)

---

Hello,

We travel Chaparral Road daily for work and also manage Central Texas Water Supply Corporation. Central Texas WSC has a 30" water line along Chaparral Road. West Bell has water lines along Chaparral also. We have watched the housing growth in the area, the addition of the Killeen Jail and now the new high school. The traffic along Chaparral and the entrances from subdivisions has made Chaparral more difficult to travel and could be dangerous in emergency situations.

We hope you will consider looking at a different route to Chaparral, leaving the current Chaparral as an alternative road for existing traffic. Killeen owns in and around the dump ground and continuing the road on to Chaparral as seen in the drawing, wouldn't disrupt near as many homeowners and property owners or utilities. This should be a much less expensive route and beneficial for many reasons.

Best regards,

[REDACTED]

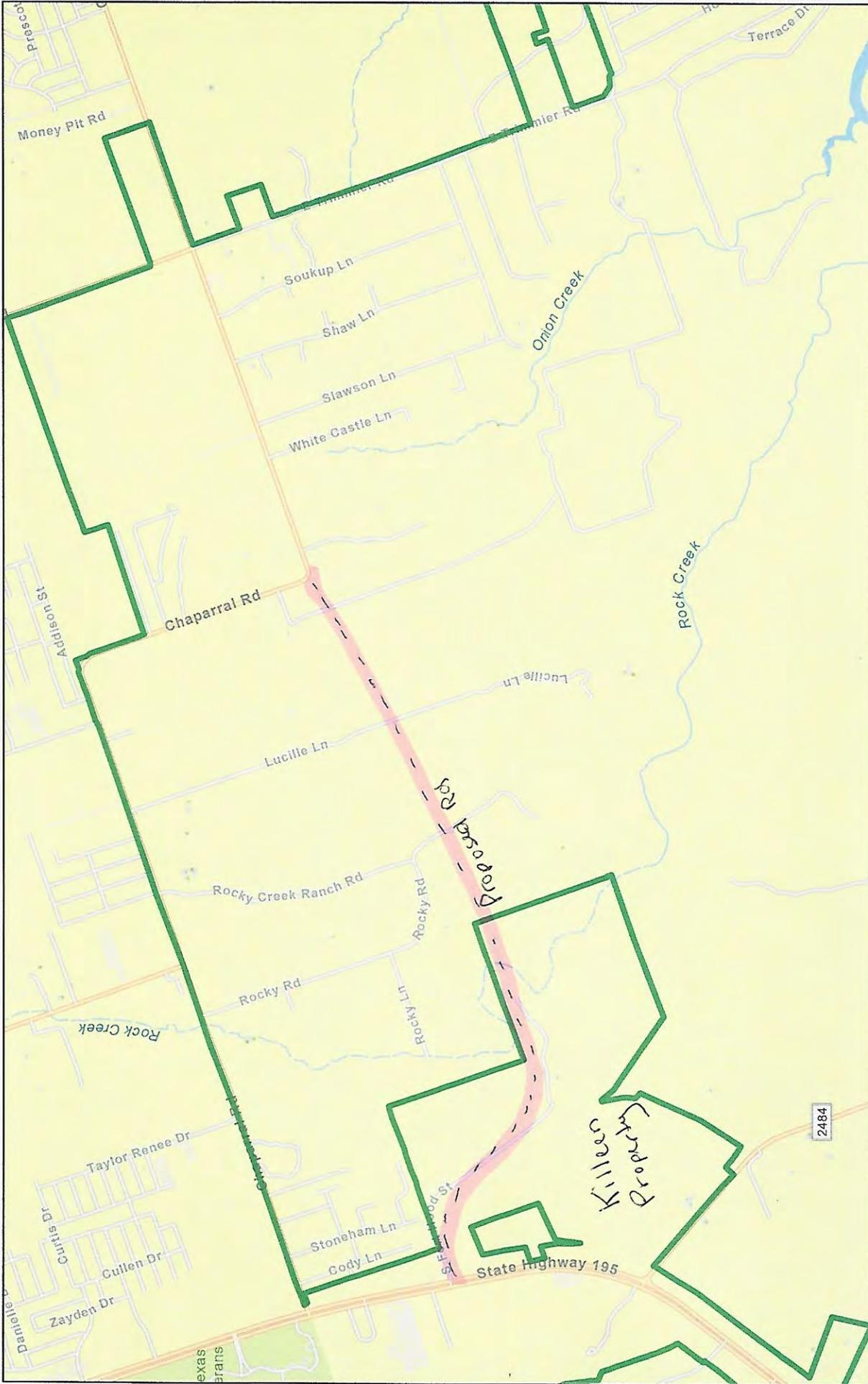
[REDACTED]

[REDACTED]

[REDACTED]



# Bell CAD Web Map

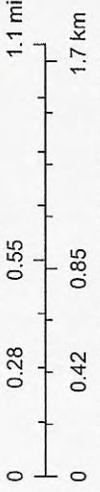


5/2/2023, 2:15:59 PM

City Limits

Bell County Boundary

1:36,112



Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,

Bell County Appraisal District, BIS Consulting - www.bisconsulting.com  
 This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

---

**From:** [REDACTED]

**Sent:** Wednesday, May 10, 2023 3:45 PM

**To:** [communications@chaparralroad.com](mailto:communications@chaparralroad.com)

**Subject:**

I have major issues since I have land on chaparral road from by stillhouse to water plant. Westbell water has water lines outside and on my property. Overflow from tuscaney meadows flows to me. Water gaps go down with every rain. Have just paid workers to reinstall panels this week as all gaps down by bridge with rain and I have 148 plus acres with cattle horses donkeys etc. have just paid thousands to reinstall and replace fencing. Multiple wrecks outside my gate, up by stillhouse and chaparral, down on the bridge, around the corner on my property and easement from cement trucks and other vehicles going to fast and overturning on curve, problems with icing and freezes closing chaparral because of steep road and ice, problems with water coming over bridge till it recedes. Flowage from tuscaney meadows contaminating creek. Check with tecq harker heights west bell and commissioners. I have

news clippings and letters as I reported heights for flowage and sewage into running trimmier creek which killed hundreds of fish and contaminated my water. Westbell has water pipes on stillhouse and chaparral feeding hundreds of people and on my land. I have some easements I've allowed but this is a huge problem how to allow wider travel but large expense plus damaging my farm livelihood water flowage animals getting loose on chaparral because of flooding issues which still needs fixing, not to mention bell county odelivered tons of rock under bridge to shore up pillars and delivered tons of rock which within one week we had big rains washing all that darn rock into my creek and they refuse to clean it out. I bear the brunt of any decisions you and county city state make. And who's going to repair replace my fences my trees my soils and erosion efforts I'm trying to protect. San

Marcos comes to check fish etc others come to check the water etc if I allow them on my land. I've owned this for many years and don't want more issues damage etc. I may have inadvertently omitted some issues but this keeps me awake at night and worried during day about my land my conservative easement my plans to keep this property in my family for the rest of eternity as the money is irrelevant once developers get ahold of property.

- [REDACTED]

**Subject:** FW: Chaparral road per my email

**Attachments:** IMG\_1395.jpg; Untitled attachment 00083.txt; IMG\_1418.jpg; Untitled attachment 00086.txt; IMG\_1419.jpg; Untitled attachment 00089.txt; IMG\_1422.jpg; Untitled attachment 00092.txt

—Original Message—  
From: [REDACTED]  
Sent: Wednesday, May 10, 2023 3:54 PM  
To: communications@chaparralroad.com  
Subject: Chaparral road per my email

*Comment Photos*









**From:** [REDACTED]  
**Sent:** Thursday, May 11, 2023 4:46 PM  
**To:** communications@chaparralroad.com  
**Subject:** Chaparral Rd. Reconstruction

Good afternoon,

My name is [REDACTED] have resided at [REDACTED] since 1997. I agree that Chaparral Rd. should be reconstructed, and designed for the growth that is here already in South Killeen, and for future growth. So I submit to you that, Chaparral Road design should include five lanes. (2 east bound, 2 west bound and a center turn lane). In addition, it should include side walks on both sides of the road. With the addition of all the new homes, and schools that have, and are continuing to be built, the sidewalks are a must for the safety of the students who walk to the schools during the week, as well as residents of the community that take daily walks. In closing, thank you for considering my input.

Best regards,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, May 11, 2023 4:57 PM  
**To:** communications@chaparralroad.com  
**Subject:** Addendum to my first email on the reconstruction of Chaparral Rd.

In addition to my first email, the reconstruction should also include traffic signals at Chaparral and Featherline roads, as well as, Chaparral and west Trimmier rd.

Best regards,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, May 11, 2023 4:58 PM  
**To:** communications@chaparralroad.com  
**Subject:** Input on project from HH resident

I have concerns with Harker Heights “leveling” the hill to straighten the road as it enters Stillhouse Lake Road.

A stop light by itself will improve safety and there is no need to straighten the road at substantial cost.

The city has little to no additional tax revenue to be gained from this area immediately surrounding the intersection back toward the County portion of the road before it goes over Trimmier Creek bridge, so I hope the city minimizes its costs there.



Sent from [Mail](#) for Windows

**From:** [REDACTED]  
**Sent:** Thursday, May 11, 2023 5:23 PM  
**To:** communications@chaparralroad.com  
**Subject:** 4 lane expansion to Chaparral Road

[REDACTED]  
[REDACTED]  
My overriding concern is the increased noise so I hope you are considering a noise reduction wall between the new road and the homes, as you would when you go to widen Stillhouse lake road?

The other issue is lights along the side walks for safety, it seems to be neglected along Stillhouse lake road? The other issue is the hideous pedestrian guard rails, the ones along where the house were built were very nice black and the Texas star but then these cheap galvanized metal ones? Come on we can do better?

Next the speed limit increasing just before the stop lights going south ? Again, really?

I just hope there will be a light put in at Chaparral and lake road and turn lanes created as well as vineyard trl and lake road the chaparral rd / lake road has a serious dangerous blind incline coming from the south to the north

[REDACTED]

[Sent from the all new AOL app for iOS](#)

**From:** [REDACTED]  
**Sent:** Thursday, May 11, 2023 7:49 PM  
**To:** communications@chaparralroad.com  
**Subject:** Traffic lights

Hi. I wanted to come to the meeting on the 27th, but couldn't make it.

I live [REDACTED]

What is going to happen to that intersection & also from Chaparral to Stillhouse.

There needs to be a traffic light there. The traffic backs up all the way down to Poppy.

Can you explain what will be happening in that area.

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, May 11, 2023 9:55 PM  
**To:** communications@chaparralroad.com  
**Subject:** The Chaparral Road Project

Based on my understanding this project is to provide safety for the buses carrying our children to and from the schools located in that new houses complex. I am hoping the roads be considered will include to lanes and an shoulder if possible. I think the aim is SAFETY FOR THE CHILDREN.  
Sent from [Mail](#) for Windows

**From:** [REDACTED]  
**Sent:** Friday, May 12, 2023 12:49 PM  
**To:** communications@chaparralroad.com  
**Subject:** Road expansion concerns.

Though I'm certain our opinions are not given much consideration, I feel the need to utilize this opportunity given. It makes very little sense to me to waste taxpayers money on purchasing land that clearly will disrupt dwellings that have existed for years , strategically placed where they are to avoid "city" living. There is clearly plenty of inhabited land available if you so choose to follow the road line already in place. Chaparral road already has an approach started beside the new high school and to follow that out to East trimmer disturbs less already built homes. Then once at Trimmier you are utilizing an already existing roadway ,with need to purchase less than. This example doesn't clearly show what the expected plans are for the middle school being built or the expected elementary school. Will those two be yet another disruption of people's homes? Why is it that the most common-sense plan does not get for most thought? Let's spend the most tax payers money as possible.

Get [Outlook for iOS](#)  
[for iOS](#)



# Online Comments

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
1	2023-05-12T03:50:45Z			Alternate A (pink)	Alternate B (green)
2	2023-05-11T23:40:11Z		Much needed getting so busy and accidents are happening on chaparral and stillhouse frequently	Alternate A (pink)	Alternate A (pink)
3	2023-04-28T15:32:30Z		Please remove the center raised median at least on the part going through the [REDACTED] properties but we believe they should be removed on the whole roadway, around the state these are often put in and then have to be removed later as commercial business move in, or they impede traffic flow. There is plenty of room for the green space on the sidewalk areas that are included on the plans.	Alternate B (green)	Alternate A (pink) Alternate B (green)
4	2023-04-27T23:35:44Z		<p>I think Alternative C is the only smart alternative for several reasons.</p> <ol style="list-style-type: none"> <li>1. uses existing east Trimmier road path.</li> <li>2. Less "imminent domain" required, if needed. Majority of Bell Cty. Commissioners are against use of imminent domain. I ran for precinct 4 and I know this as fact.</li> <li>3. Cleaner path. less destruction/ impact to existing habitat / Wildlife.</li> <li>4. Less impact to existing property owners.</li> <li>5. Longest path, but precludes curvy paths and probably less roundabouts.</li> <li>6. Possibly less restrictions in terrain impediments.</li> </ol>	Alternate C (blue)	Alternate A (pink) Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
			<p>7. Will help keep the area more rural instead of overnight urban. Less shock to existing/ surrounding property owners who like to live rurally. Alternatives A&amp;B likely favored by realtors and homebuilders because more land would be opened up to development.</p> <p>I am neither a homebuilder or realtor.</p>		
5	2023-05-12T22:30:02Z		<p>In my opinion the plan to put concrete medians with turn lanes at major intersections instead of continuous left turn lanes is a complete waste of taxpayer money in particular the portion of the road between Chaparral High School and East Trimmier as that area is certain to be Commercial use. There is no need to install medians only to have them torn out as this area develops.</p>	Alternate B (green)	Alternate B (green)
6	2023-05-12T22:20:14Z			Alternate B (green)	Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
7	2023-04-28T14:49:39Z		<p>1. I do not think roundabouts will work on Chaparral - due to the number and size of large trucks that transit Chaparral each day.</p> <p>2. A stop light MUST be worked with TEXDOT at Chaparral and Stillhouse Lake. That intersection is a problem now. It will become orders of magnitude larger problem with the number of lanes feeding into that intersection.</p> <p>3. I think that option C would just move the 90degree turns from where they are now to East Trimmer. It would also necessitate upgrading at least the section of East Trimmer involved between the 90 degree turns.</p>	Alternate B (green)	Alternate A (pink)
8	2023-05-11T21:57:04Z		<p>Hello, I'm excited there is a solution in the works for the Chaparral x Stillhouse Lake Road intersection. I travel along SLR to get home (off Fuller Lane) and the bad decisions of the desperate drivers wanting to enter SLR from Chaparral is getting worse. You never know if they're going to pull out right in front of you, and have to slam on your brake, or not. My husband was almost hit on his motorcycle by a careless driver who was making a right turn out of there. The poor design of this intersection has been an issue for many years and a traffic light would be greatly appreciated. I think the traffic is too fast on SLR for a roundabout and drivers don't know how to use them anyway, as most don't turn on their turn signals to let other drivers know they are exiting the roundabout. We would be back to a bottleneck situation there. Thank you for taking everyone's</p>		

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
			comments and perspectives into account. I wish you all the best in planning and execution.		
9	2023-05-12T14:53:02Z			Alternate B (green)	Alternate B (green)
10	2023-04-28T15:19:22Z		As the property owner of [REDACTED] [REDACTED] to include property behind parcels (which are south of Chaparral Road) [REDACTED] falls under agriculture exemption since 2000 for Registered Charolaise Cattle operation. In addition, the [REDACTED] home falls within the proposed 100-foot project area. I can see the proposed reconstruction will have a major impact on our property. What are the plans to rectify the impact that I have identified.	Alternate B (green)	Alternate A (pink)
11	2023-05-11T23:07:08Z			Alternate C (blue)	Alternate A (pink)

<b>Commenter #</b>	<b>Submission Date</b>	<b>Name</b>	<b>Comments</b>	<b>Preferred alignment: Chaparral High to E. Trimmier</b>	<b>Preferred alignment: Rosewood Drive to FM 3481</b>
12	2023-05-11T19:29:25Z		It seems the pink option has risen to the top, but with the planned design to be a 45mph Boulevard rather than 60mph highway, why not just use the current footprint and expand the curves? Much less money for right-of-way and fewer land owners to convince to sell much fewer acres.	Alternate A (pink)	Alternate A (pink)
13	2023-05-11T22:00:00Z		Your planners are incompetent. You spent more than two years building a high school and did noting in that time to improve the miserable barely two lane goat track that leads to it. Are you stupid, or just diversity-hires with no planning skills.	Alternate B (green)	Alternate B (green)
14	2023-05-12T22:20:52Z			Alternate B (green)	Alternate B (green)
15	2023-05-12T22:20:56Z			Alternate B (green)	Alternate B (green)
16	2023-05-11T22:49:59Z			Alternate C (blue)	Alternate B (green)
17	2023-05-13T01:38:22Z				Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
18	2023-05-11T22:46:18Z		<p>Chaparral road does not need multiple roundabouts. I also don't believe that roundabouts help with any traffic. For instance the roundabout that is in front of the Walmart in Harker Heights, I have seen multiple accidents and near accidents at that intersection. No one wants to yield to the right of way. Roundabouts also increase the risk of fatal accidents happening. Speaking from experience, I have known someone personally to go through the middle of a roundabout due to malfunctions in the lighting of the stop sign as well as the street lighting. This accident ended as a fatality. Granted had the proper maintenance been done he would definitely still be alive, it doesn't change the fact that it happened. I would feel safer with stop lights, I know that it doesn't eliminate people from potentially running the lights but I personally think they are the better option.</p>	Alternate A (pink)	Alternate A (pink)
19	2023-04-28T00:46:09Z		<p>There are a number of property owners that exit onto Chaparral from a gravel passage easement that is south of Chapparal..east of East Trimmier and west of Stillhouse Lake Road... exactly 1 mile each way. My only comment is that our mailboxes are now situated on the south side of Chaparral and we do have to step onto the shoulder mere feet away from traffic in order to collect our mail. There are 9 boxes total at that location. Is there any way to make some kind of apron onto the gravel passage easement so that a mail truck could turn in and deliver mail to a spot that is off of the 2-lane eastbound road... rather than stopping on the eastbound road to</p>	Alternate B (green)	Alternate A (pink)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
			<p>place mail in the boxes. Would make it much safer for us old folks out here to get our mail. Other than that.. the plans look like it will make a nice addition to Killeen's roadways. No other complaints from me. :)</p>		
20	2023-05-11T20:12:06Z		<p>Roundabouts went out of use for a reason. They are not safe or effective for major intersections. They are okay when one of the roads carries little traffic like the one on Sparta Rd in Belton. Center raised medians cause more wrecks than a middle left turn lane. A walk/ bike lane is necessary only on one side of the road. Please just build a 4- lane road with a continuous center lane turn making it 5- lanes from 195 to Stillhouse Lake Road and include a walking/ bike lane the whole way on one side only. Then, widen Featherline and East Trimmier to 5- lanes, also. You are going to have 10-15,000 new people living in that area in the next 10 years.</p>	Alternate B (green)	Alternate B (green)
21	2023-05-12T20:36:44Z			Alternate B (green)	Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
22	2023-05-04T01:01:48Z		<p>How much property are you requiring for my family to give up? How are we going to be compensating for the loss of the use of our property.</p> <p>My family and I like the Alternate C better, E.Trimmier Road will sooner have to be expended and improve anyway, the longer you wait the more costly is going to be. "Pay lower cost now and pay higher cost later.</p> <p>Alternate A has a sharp curve and we have seen enough crashes on Chaparral Road in the 30 years I have live on this road.</p> <p>Alternate B the curve is not that much better.</p> <p>By the way City of Killeen when are you going to fix Stagecoach Road and Bunny Trail????</p> <p>Chaparral Road from Rosewood to FM 3481, we prefer Alternate B.</p> <p>When will you let us know??</p>	Alternate C (blue)	Alternate B (green)
23	2023-05-12T22:20:44Z			Alternate B (green)	Alternate B (green)
24	2023-05-12T22:20:48Z			Alternate B (green)	Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
25	2023-04-27T22:35:13Z		<p>One of the stated purposes of the project is to increase mobility by realignment of the road. This is understood to mean the smoothing out of the two sharp turns along the existing Chaparral Road. However, a decision was made prior to the current Chaparral Road project to extend Chaparral along the northern boundary of the new Chaparral High School, thereby delaying the initiation of the southward turn and decreasing the usable space for any significant smoothing, especially if the new road avoids splitting existing large landholdings. It is my opinion that this prior decision regarding the Chaparral High School extension precludes any possibility of alignment in that direction. Therefore, I propose that the Chaparral Road extension along the north side of the high school be extended further in a straight line to connect with E. Trimmier, where a roundabout could be built. In my humble opinion, this route, which follows the existing east-west grid layout, would NOT be significantly different in terms of mobility and would be far less intrusive than a southwesterly route.</p>	Alternate C (blue)	Alternate A (pink)
26	2023-05-12T02:55:12Z		Roundabouts and 4 lanes are a great idea.	Alternate B (green)	Alternate A (pink)
27	2023-05-12T22:20:07Z			Alternate B (green)	Alternate B (green)
28	2023-05-11T23:40:21Z			Alternate A (pink)	Alternate A (pink)
29	2023-05-13T01:38:14Z		How much land are you taking from me and my neighbors, [REDACTED]	Alternate C (blue)	Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
30	2023-05-12T00:28:58Z	[REDACTED]	Like to see a noise reduction fence constructed along the Tuscany Meadows Portion Those homes Bedrooms are along Chaparral Road, then the same goes as they develop Stillhouse Lake Road. Also consider lighting the side walks for safety.	Alternate A (pink)	Alternate A (pink)
31	2023-05-11T22:50:32Z			Alternate C (blue)	Alternate B (green)
32	2023-05-12T10:46:34Z			Alternate B (green)	Alternate A (pink)
33	2023-05-01T19:21:42Z		[REDACTED]. I am concerned that some of my lot will be taken and increased traffic will flow with the new road/ intersection/ roundabout. I propose that a brick wall be placed in lieu of my fence to better protect against traffic noise and also if a vehicle crashes near the intersection. It has happened before where a vehicle runs the stop sign and goes through the fence. I can be contacted at anytime via email or by phone if there are any questions or concerns. Thank you	Alternate C (blue)	Alternate A (pink)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
34	2023-04-27T22:37:32Z		<p>One of the stated purposes of the project is to increase mobility by realignment of the road. This is understood to mean the smoothing out of the two sharp turns along the existing Chaparral road. However, a decision was made prior to the current Chaparral Road project to extend Chaparral along the northern boundary of the new Chaparral High School, thereby delaying the initiation of the southward turn and decreasing the usable space for any significant smoothing, especially if the new road avoids splitting existing large landholdings. It is my opinion that this prior decision regarding the Chaparral High School extension precludes any possibility of alignment in that direction. Therefore, I propose that the Chaparral Road extension along the north side of the high school be extended further in a straight line to connect with E. Trimmier, where a roundabout could be built. In my humble opinion, this route, which follows the existing east-west grid layout, would NOT be significantly different in terms of mobility and would be far less intrusive than a southwesterly route.</p>	Alternate C (blue)	Alternate A (pink)
35	2023-05-11T19:15:50Z		<p>Chaparral and roads intersecting have hills causing blind intersections in multiple locations. The hills need to be taken into consideration when planning the roundabouts/ intersections. If land owners agree, having Chaparral avoid sharing East Trimmier would help ease congestion on both roadways. Robert Hornsby, was a Killeen Police Department Officer killeen in the line of duty. His wife bikes annually in the Police Unity Tour. It would be a nice tribute if</p>	Alternate B (green)	Alternate B (green)

Commenter #	Submission Date	Name	Comments	Preferred alignment: Chaparral High to E. Trimmier	Preferred alignment: Rosewood Drive to FM 3481
			the hike/ bike trail could be named in his memory. Let me know options in naming the trail. Thank you		



CHAPARRAL ROAD  
RECONSTRUCTION PROJECT

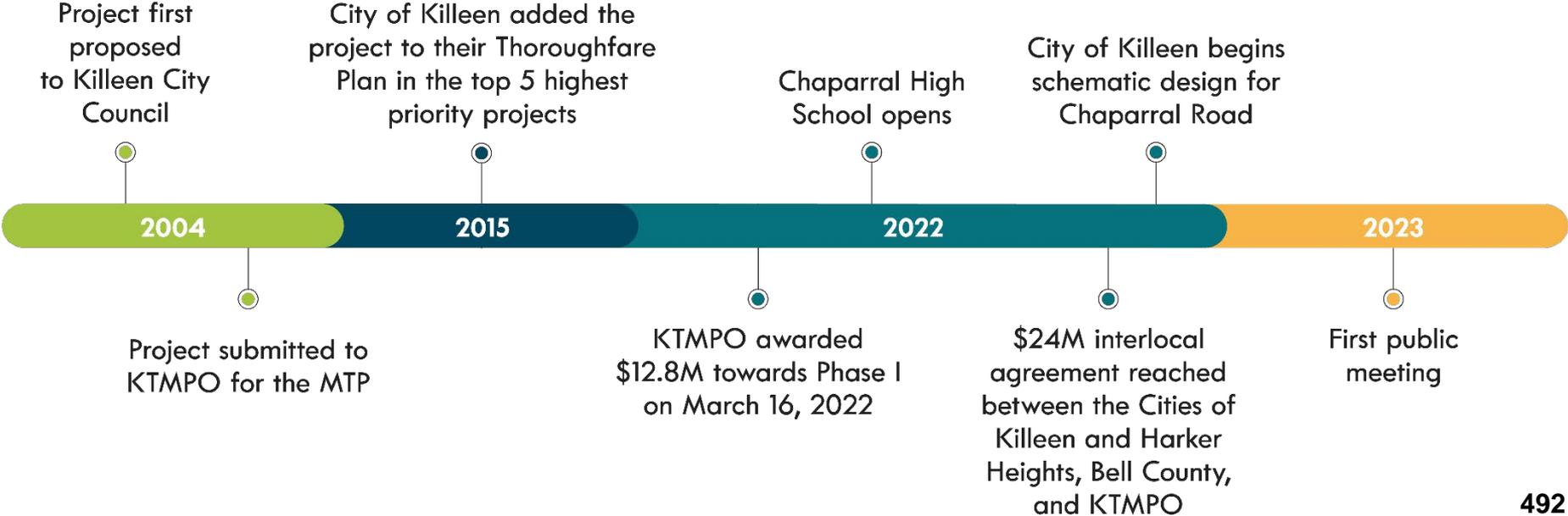
DS-23-082

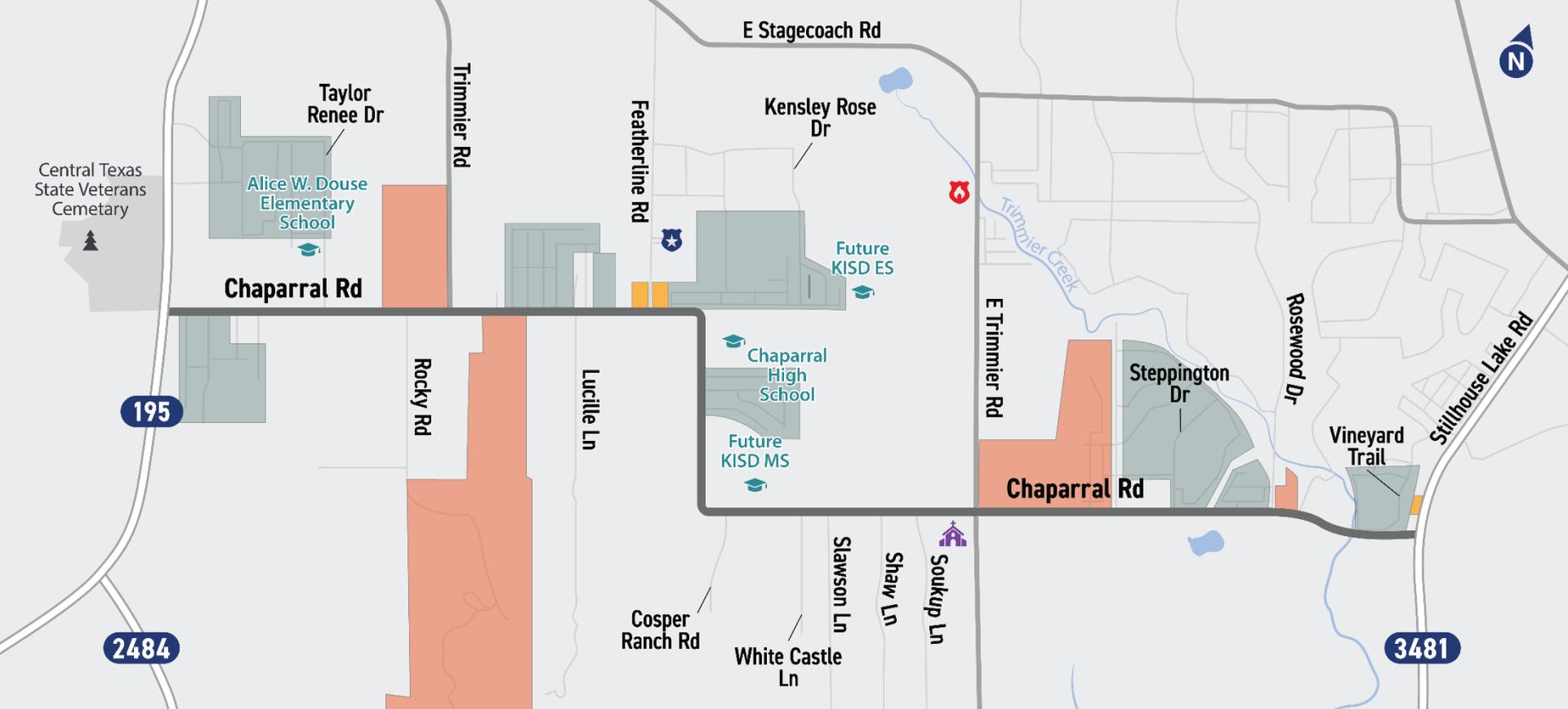
Tuesday, August 22, 2023

491

# Project Background & History

## How We Got Here





**Buildings**

**4** Schools  
2 Existing • 2 Future

**2** EMS Locations  
1 Police • 1 Fire

**Developments**

**9** Existing Residential Developments

**4** Future Residential Developments

**3** Future Commercial Developments

Chaparral Road

Church

Pond/Lake

Creek



**LEGEND**

- Chaparral Road
- Existing Roadway, realignment proposed
- Alternative A / South Option
- Alternative B / Middle Option
- Alternative C / North Option
- Intersection improvements



Central Texas State Veterans Cemetery

Taylor Renee Dr

Alice W. Douse Elementary School

E Stagecoach Rd

Kensley Rose Dr

Future KISD ES

Featherline Rd

Chaparral High School

Future KISD MS

E Trimmer Rd

Steppington Dr

Rosewood Dr

Stillhouse Lake Rd

Chaparral Rd

Vineyard Trail

See inset

Cosper Ranch Rd

White Castle Ln

Slawson Ln

Shaw Ln

Soukup Ln

195

2484

3481

# Proposed Improvements & Alignment Alternatives

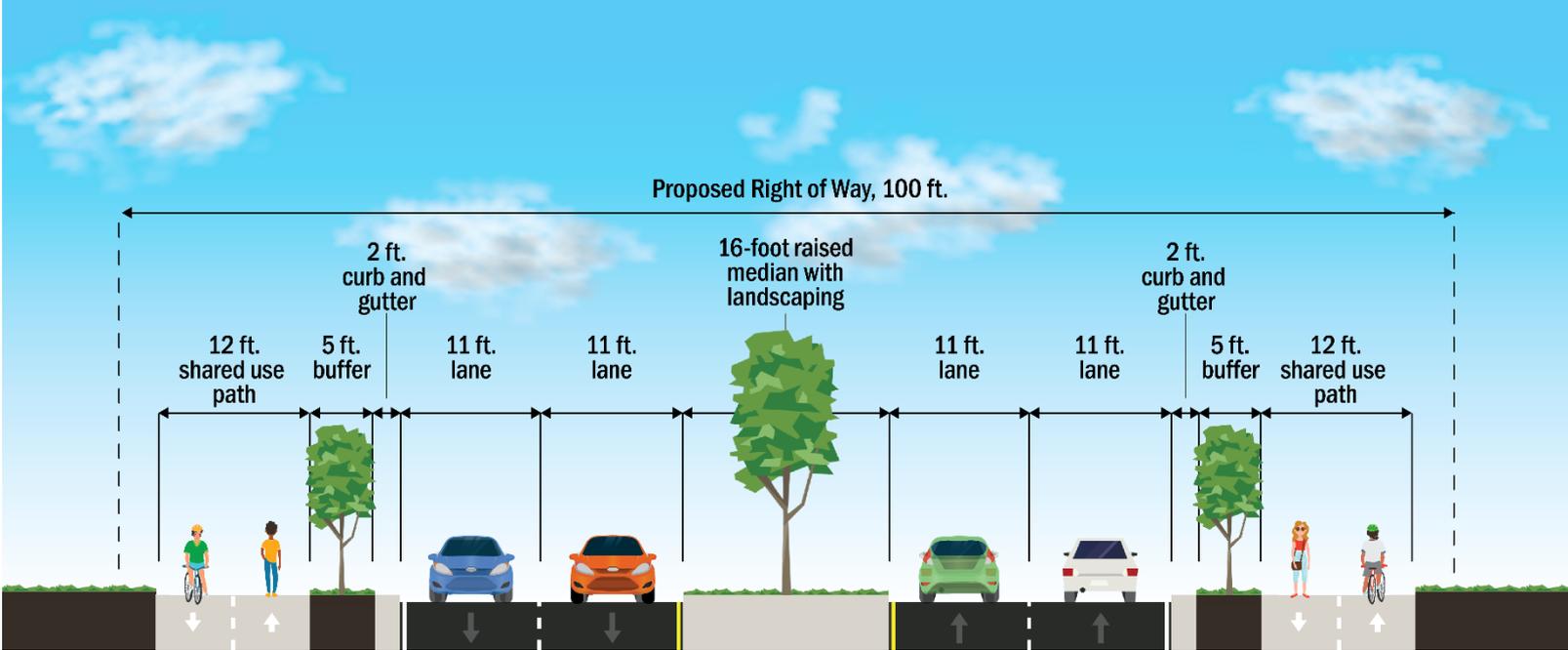
5

## Proposed improvements:

- ❑ Widen from a 2-lane undivided to a four-lane divided roadway with a raised median
- ❑ Add 12-foot shared-use path and lighting to both sides of the road for pedestrians and cyclists
- ❑ Partially realign Chaparral Road to improve unsafe turns
- ❑ Improve 11 intersections with either roundabouts or signals

# Proposed Improvements & Alignment Alternatives

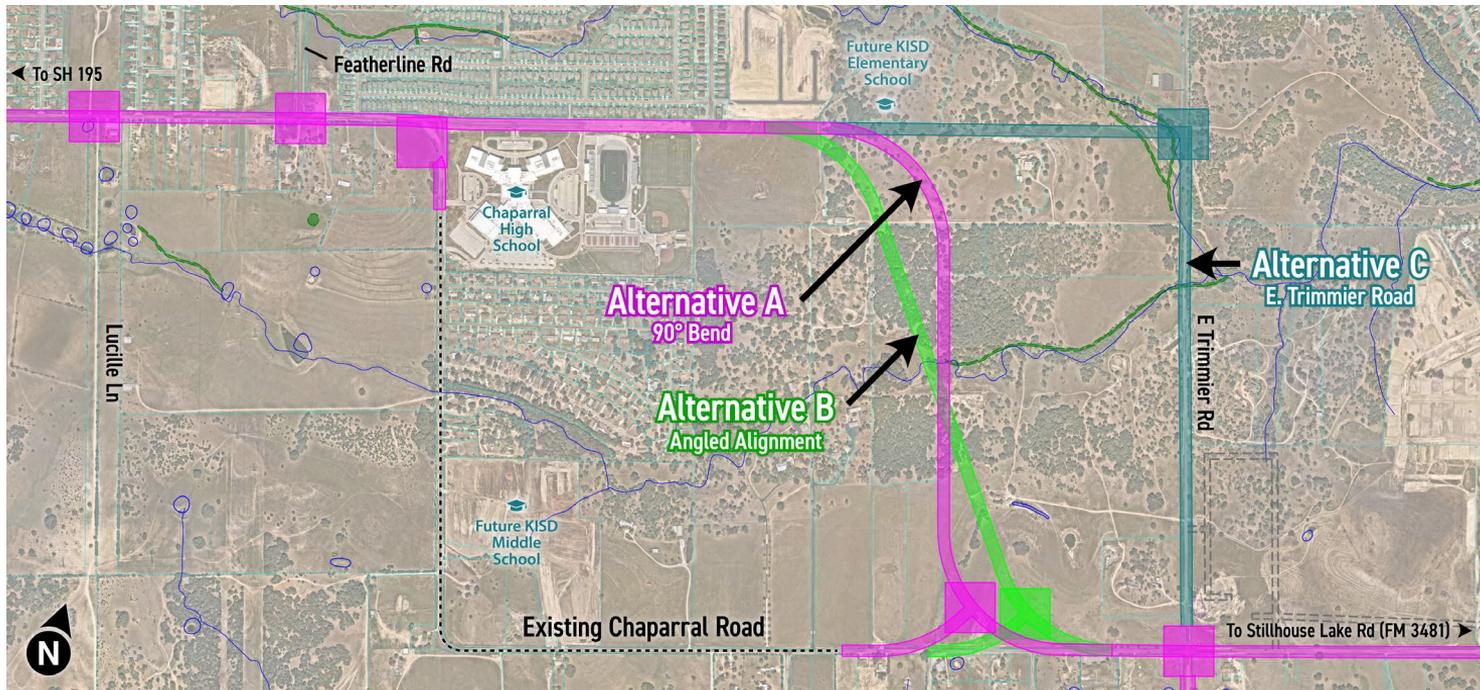
## Proposed Roadway Configuration



# Alternatives Considered & Recommendations

7

## Chaparral Road between Chaparral High School and E. Trimmier Road



# Evaluation Matrix – Chaparral HS to E. Trimmier

8

Criteria	Alternative A 90° Bends	Alternative B Angled Alignment (Recommended)	Alternative C E. Trimmier Rd.
Public Support	23%	51%	26%
Property Impacts	12 parcels, ~ 20 acres	9 parcels, ~ 18 acres	9 parcels, ~ 12 acres
Est. Construction Cost	\$6.4M	\$5.9M	\$7.2M
Construction Phasing	Less traffic disruptions	Less traffic disruptions	More traffic disruptions

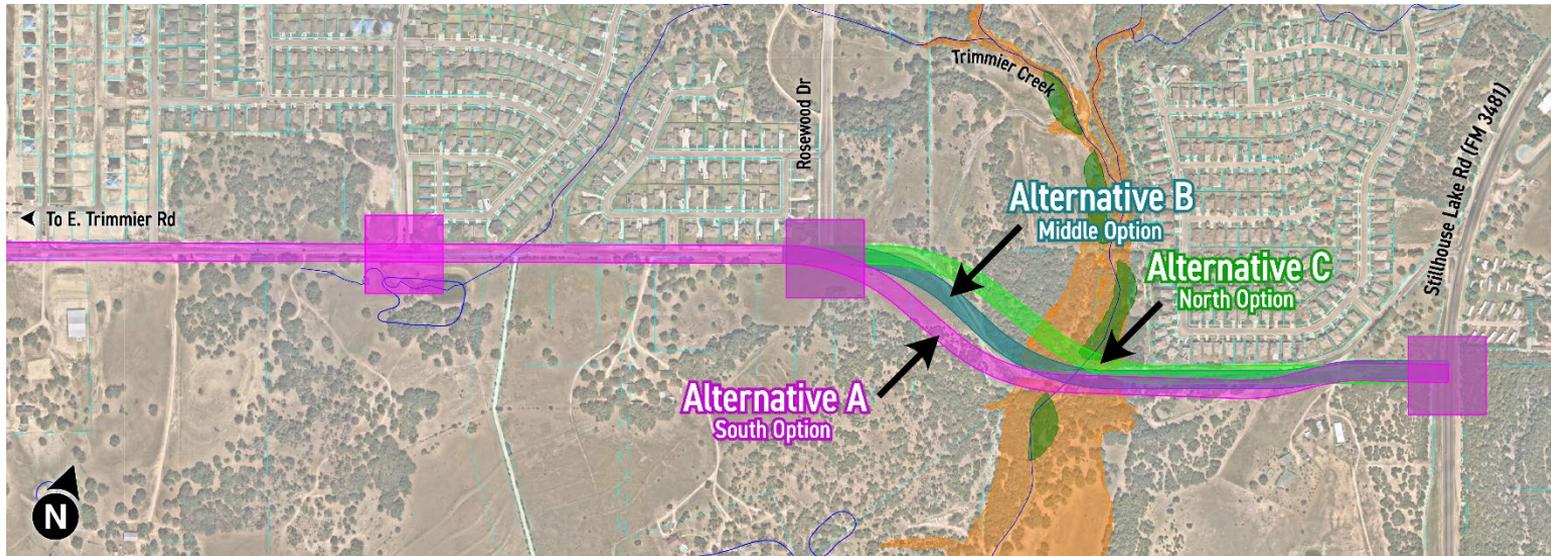
# Evaluation Matrix – Chaparral HS to E. Trimmier

Criteria	Alternative A 90° Bends	Alternative B Angled Alignment (Recommended)	Alternative C E. Trimmier Road
Development Potential	More land available	More land available	Less land available
Environmental Impacts	Potentially	Potentially	Potentially
Traffic Flow	Smoother	Smoother	Congestion
Utility Relocations	Fewer expected	Fewer expected	More expected
Other	Need cattle crossing	Need cattle crossing	Easier connection to ES

# Alternatives Considered & Recommendations

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## Chaparral Road between Rosewood Drive and FM 3481 (Stillhouse Lake Road)



# Rosewood Dr. to Stillhouse Lake Rd. (FM 3481)

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Criteria	Alternative A South Option	Alternative B Middle Option (Recommended)	Alternative C North Option
Public Support	47%	Added after Public Meeting	53%
Property Impacts	6 parcels, ~ 7 acres	8 parcels, ~ 6 acres	10 parcels, ~ 6 acres
Est. Construction Cost	\$4.8M	\$5.6M	\$4.8M

# Rosewood Dr. to Stillhouse Lake Rd. (FM 3481)

12

<b>Criteria</b>	<b>Alternative A South Option</b>	<b>Alternative B Middle Option (Recommended)</b>	<b>Alternative C North Option</b>
Environmental Impacts	Potentially	Potentially	Potentially
Utility Relocations	Fewer expected	Some expected	More expected
Other	Possible condemnations	Temp bridge during construction	More closely follow existing road

# Public Outreach & Feedback

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## Stakeholder Meetings

March 2023

- Killeen ISD
- Bell County
- City of Harker Heights
- Killeen-Temple MPO
- Killeen Police Department
- Bell County WCID No. 1
- Killeen Fire Department
- Property Owners impacted by realignment alternatives

## Public Meeting

April 27 to May 12, 2023

**338** Participants (*In-person & Online*)

**60** Comments (*In-person, Online, Email*)



# Public Outreach & Feedback

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## Common Themes



Existing Congestion  
& Traffic Concerns



Opposition for Roundabouts  
& Raised Medians



Signal Needed at  
Stillhouse Lake Road



Safety Concerns



Property Impacts  
& Amount of ROW Needed



Concern About Project  
Timeline

# Public Outreach & Feedback

15

## Benefits of Raised Medians

- ❑ Improve traffic flow by providing dedicated left-turn lanes at high volume intersections
- ❑ Enhance safety by reducing potential crash points
- ❑ Raised medians have shown to reduce crashes by up to 53% nationally (American Society of Civil Engineers)
- ❑ Can provide a refuge for pedestrians

## Benefits of Roundabouts

- ❑ Reduce the number and severity of crashes
- ❑ Reduce delay/time spent at intersections
- ❑ Reduce air pollution and increase fuel savings
- ❑ Lower cost long-term
- ❑ Improved aesthetics

# Public Outreach & Feedback

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## Partner Coordination Meeting

*June 22, 2023*

- **Alignment B – Angled Alignment**  
*between Chaparral High School and E. Trimmier Rd.*
  - City of Killeen & Bell County Agree
- **Alignment C – North Option**  
*between Rosewood Drive and FM 3481 (Stillhouse Lake Rd.)*
  - All partners agree



# Next Steps

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## Anticipated Schedule





# City of Killeen

## Staff Report

File Number: DS-23-083

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Discuss proposed amendments to the Architectural and Site Design Standards ordinance

**AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S ARCHITECTURAL AND SITE DESIGN STANDARDS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Killeen has declared the application and enforcement of the City's zoning regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

**WHEREAS**, the City Council desires to amend district regulations to preserve and enhance surrounding property values; and,

**WHEREAS**, the City Council finds that such amendments are necessary and will provide consistent and even application of zoning regulations to all applicants;

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

**SECTION I.** That Chapter 31 of the City of Killeen Code of Ordinances is hereby amended as follows:

\*\*\*\*

**Sec. 31-77. Special exceptions.**

The board shall have the power to hear and decide special exceptions to the terms of this chapter upon which the board is required to pass as follows or elsewhere in this chapter, to:

- (1) Permit the erection and use of a building or the use of premises for railroads.
- (2) Permit a public utility or public service use or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety or general welfare.
- (3) Permit a transitional use between a business or industrial and a residential district where the side of a lot in district "R-1," "SF-2," or "R-2" abuts upon a lot zoned for business or industrial purposes as follows:
  - a. On a lot in district "R-1" or "SF-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.

- b. On a lot in district "R-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a four-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.
  - c. Provided, however, that in no case shall any transitional use have a width of more than one hundred (100) feet.
- (4) Grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of the ordinance from which this article is derived.
  - (5) Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than fifty (50) percent of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use and the primary purpose of continuing the nonconforming use is not to continue a monopoly.
  - (6) Waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.
  - (7) Permit land within three hundred (300) feet of a multifamily dwelling to be improved for the parking spaces required in connection with a multifamily dwelling, but only when there is positive assurance that such land will be used for such purpose during the existence of the multifamily dwelling.
  - (8) Determine whether an industry should be permitted within district "M-1," light industrial, and district "M-2," heavy industrial, because of the methods by which it would be operated and because of its effect upon uses within surrounding zoning districts.
  - (9) Determine in cases of uncertainty the classification of any use not specifically named in this chapter.
  - ~~(10) Permit the construction of unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, which do not conform to the standards in Article VI of this chapter. In considering such request, the board shall consider whether the proposed design meets the intent, if not the letter, of the architectural and site design standards set forth in this chapter.~~

\*\*\*\*

## Article VI. – Architectural and Site Design Standards.

### Sec. 31-900. - Purpose.

The purpose of this division is to establish design standards for new single-family and two-family residential development within the city limits. The standards in this division are intended to be in addition to any other design standard in this Code. In the event of a conflict, the more stringent regulation shall apply. The Executive Director of Development Services or designee shall have the authority to render interpretations of this Article and to adopt policies and procedures in order to clarify the application of its provisions.

### Sec. 31-901. - Applicability.

- (a) The requirements in this division shall apply to all new residential single-family and two-family developments, including single family homes, patio homes, garden homes, townhomes, manufactured homes, and duplexes.
- (b) Accessory buildings smaller than two hundred (200) square feet shall be exempt from the provisions of this Division.
- (c) Unique ~~commercial buildings or~~ custom homes having a modern or contemporary architectural aesthetic, which ~~do not conform to the provisions in this article, meet the intent, if not the letter, of the architectural and site design standards set forth in this chapter~~ may be approved by ~~special exception granted by the zoning board of adjustment pursuant to Killeen Code of Ordinances section 31-77(10)~~ the Executive Director of Development Services or designee.

### Sec. 31-902. Repetition.

#### Option 1:

~~No elevation shall be repeated within four (4) residential lots on the same side of the street, or within two (2) residential lots on the opposite side of the street. Houses of the same elevation shall not be placed within three (3) lots on the same side of the street, directly across the street from each other, or diagonally across the street from each other.~~ For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.

#### Option 2:

~~No elevation shall be repeated within four (4) residential lots on the same side of the street, or within two (2) residential lots on the opposite side of the street. Houses of the same elevation shall not be placed within two (2) lots on the same side of the street, or diagonally across the street from each other.~~ For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.

\*\*\*\*

### Sec. 31-904. Architectural standards.

- (a) All new single-family and two-family structures shall include the following:
  - (1) *Enhanced windows.* Windows on the front elevation shall incorporate at least one (1) window enhancement, including: use of transoms, bay windows, shutters, dormers, eyebrow windows, headers, or other similar window enhancements.
  - (2) *Architectural details.* The front elevation shall incorporate at least two (2) different enhanced architectural details, including: corbels, quoining, louvered vents, keystones, decorative railings, cupola, turret, patterned stonework or brickwork, decorative half-timbering, coach lights, or other architectural features as approved by the executive director of development services or his/her designee.

- (3) *Variable roof design.* At least two (2) different roof types (e.g. hip and gable), heights, pitches, plate heights, or two (2) different roof or planes of varying height, direction, or pitch shall be provided.
- (b) All new single-family and two-family structures shall also include at least three (3) of the following:
- (1) *Side or rear entry garage.* No garage doors shall face the street on the primary elevation. This provision includes homes with side-entry, J-swing, detached, or rear-entry garages.
  - (2) *Recessed garage.* The exterior wall on either side of the garage door facing the street shall be recessed at least five (5) feet behind any other horizontal building plane on the front elevation.
  - (3) *Vertical-Horizontal articulation.* A minimum of three (3) wall planes shall be provided on the front elevation, with offsets being at least twelve (12) inches deep.
  - (4) *Covered front porch.* A covered front porch at least sixty-eighty (680) square feet in area shall be provided on a single-family home; or at least forty (40) square feet in area per unit on a two-family dwelling. Such porch shall measure not less than five (5) feet in any direction.
  - (5) *Enclosed patio.* A patio or outdoor seating area on the front of the house, which is enclosed on at least three (3) sides by a fence or wall at least thirty-six (36) inches in height.
  - (6) *Enhanced front doors.* Front doors shall incorporate sidelights, double doors, a single front door with decorative glass, or other similar front door enhancements.
  - (6) *Enhanced garage doors.* Garage doors shall have accent windows and decorative hardware.
  - (8) *Ribbon driveway.* For residential structures that do not have a garage, a concrete ribbon driveway shall be provided.

\*\*\*\*

### Sec. 31-910. Applicability.

- (a) The requirements in this division shall apply to all new commercial, ~~industrial,~~ and institutional developments, including but not limited to retail buildings, office buildings, schools, churches, civic buildings, warehouses, and other non-residential uses in all zoning districts other than "M-1" (Manufacturing District) and "M-2" (Heavy Manufacturing District). Properties zoned "M-1" (Manufacturing District) or "M-2" (Heavy Manufacturing District) shall be exempt from the provisions of this Article.
- (b) Accessory buildings smaller than eight hundred (800) square feet shall be exempt from the provisions of this Division.
- (c) Unique non-residential buildings having a modern or contemporary architectural aesthetic, which meet the intent, if not the letter, of the architectural and site design standards set forth in this chapter may be approved by the Executive Director of Development Services or designee.

### Sec. 31-911. Site design standards.

All new non-residential developments shall meet the following standards:

- (a) Side and rear elevations of all buildings visible from a public roadway shall incorporate architectural features consistent with the front façade.
- (b) Flat roofs, or roofs having a slope less than three (3) over twelve (12), shall require a parapet wall at least ~~twenty-four~~thirty-six (36~~24~~) inches in height.
- (c) Dumpsters shall be screened from view on all sides by a concrete or masonry wall, or metal screening fence at least six (6) feet in height. Metal screening fences shall be R-panel or U-panel and shall be coated and capped at the top.
- (d) Mechanical equipment shall be screened from view on all sides by a parapet wall, screening wall, or continuous landscape hedge.
- (e) All buildings and structures on a site, including accessory structures, dumpster enclosures, and gas station canopies, must share a common, identifiable, complementary design or style.

**Sec. 31-912. Architectural standards.**

- (a) All new non-residential developments shall include at least ~~one~~ (1) four (4) of the following:
  - (1) ~~Vertical~~Horizontal articulation. Exterior walls shall not have an uninterrupted length greater than thirty (30) feet in length, with offsets being at least ~~eighteen~~twelve (18~~12~~) inches deep.
  - (2) Vertical articulation. Buildings shall include at least two (2) different roof or parapet heights.
  - ~~(23)~~ (23) Tripartite design. Buildings shall have an identifiable base, middle, and top.
  - ~~(34)~~ (34) Articulated parapet. A parapet wall shall not have an uninterrupted length greater than fifty (50) feet, with articulations being at least ~~thirty-six~~twenty-four (36~~24~~) inches in height. Parapet walls shall require cornice detailing.
- ~~(b) All new non-residential developments shall also include at least two (2) of the following:~~
  - ~~(45)~~ (45) Sheltered entry. Primary entrances shall be covered with a portico, canopy, awning, arcade, porte cochère, architectural recess, or other similar feature that provides shelter from the elements.
  - (6) Arched entries or windows. Primary entrances or windows shall include arches.
  - ~~(27)~~ (27) Transparency. A minimum of ~~seventy-five~~fifty (75~~50~~) percent of the first floor of the primary elevation and ~~twenty-five~~ (25~~0~~) percent of all other street-facing elevations shall be comprised of transparent, non-reflective windows that provide views into occupied spaces. Where the internal arrangement of a building makes it impractical to provide transparency in accordance with this subsection, sculptural, mosaic, or bas-relief artwork, or false windows consisting of opaque or spandrel glass, may substitute for up to fifteen (15) percent of required transparent areas, except when fronting pedestrian-oriented spaces in accordance with subsection 10, below.
  - ~~(38)~~ (38) Pitched roof. The primary roof or sheltered entry shall have a pitch of not less than six (6) over twelve (12).
  - (9) Building location. Building or structure shall be located as close as possible to the front yard setback to create a more urban form. Parking areas shall be screened from public roadways and placed behind the building and a secondary entrance must be provided.

(10) Pedestrian-oriented space. A pedestrian-oriented space in front of the building at least eight (8) feet deep and running the full width of the building. This area shall include awnings covering at least twenty-four (24) square feet of the space. This space shall include amenities such as bike parking, bench seating, planters, fountains, artwork, decorative railing, decorative light fixtures, hanging baskets or other features that are pedestrian oriented.

\*\*\*\*

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

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

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

**SECTION V.** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 26<sup>th</sup> day of September, 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

**APPROVED**

\_\_\_\_\_  
Debbie Nash-King, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Laura J. Calcote, CITY SECRETARY

\_\_\_\_\_  
Holli C. Clements, CITY ATTORNEY



# ARCHITECTURAL & SITE DESIGN STANDARDS DISCUSSION

DS-23-083

August 15, 2023

515

# Background

- On April 26, 2022, the City Council adopted the Architectural and Site Design Standards affecting residential and non-residential structures via Ordinance No. 22-027.
- Since that time, staff has identified several key areas of the ordinance that are recommended to be updated.
- The recommended changes are intended to make it easier for applicants and developers to comply with the standards by providing more clarity, options, and guidance.

# Proposed Changes

3

- Staff is proposing the following changes to the Architectural and Site Design Standards:
  - ▣ Allow the Executive Director to render interpretations of the standards.
  - ▣ Allow unique designs meeting the intent of the standards to be approved by the Executive Director.
  - ▣ Provide an exemption to the standard for properties zoned “M-1” or “M-2” and accessory buildings.

# Proposed Changes – Residential

4

- Staff is proposing the following changes to the Architectural and Site Design Standards for single-family and two-family:
  - ▣ Modify the repetition standard to make it easier to meet.
  - ▣ Combine the list of architectural standards options into one category instead of two.
  - ▣ Add more options to the list, including enhanced front doors and ribbon driveways.
  - ▣ Increase the minimum size of a covered front porch from sixty (60) to eighty (80) sq. ft.

# Proposed Changes – Non-Residential

5

- Staff is proposing the following changes to the Architectural and Site Design Standards for non-residential development:
  - ▣ Combine the list of non-residential architectural standards options into one category instead of two.
  - ▣ Add more options to the list, including arched entries or windows, building location, and pedestrian space.
  - ▣ Reduce the required parapet height from 36 in. to 24 in.
  - ▣ Reduce the minimum horizontal articulation depth from 18 in. to 12 in.

# Proposed Changes – Non-Residential

6

- Reduce the minimum transparency requirement from 75% to 50% on the first floor, and from 25% to 20% on all other street facing elevations.
- Allow mosaics and other sculptural artwork, or false windows, to count toward the transparency requirement when the internal arrangement of a building makes it impractical to provide transparency.
- Encourage buildings to be located close to the sidewalk to encourage more urban character.
- Encourage pedestrian-oriented spaces and amenities.

# Repetition Standard

7

- During the stakeholder input process, the primary topic of discussion was about the repetition standard.
- Staff is seeking direction regarding if and how to change the repetition standard in order to make it easier to meet, while still maintaining a meaningful standard.

# Repetition Standard

8



# Repetition Standard

9



# Repetition Standard

10



524

# Repetition Standard

11



# Repetition Standard

12



# Repetition Standard

13



527

# Repetition Standard

14



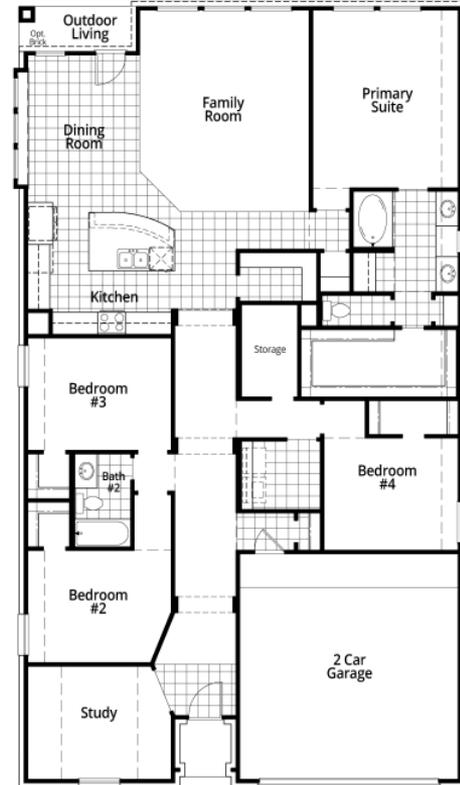
# Repetition Standard

15



# Repetition Standard

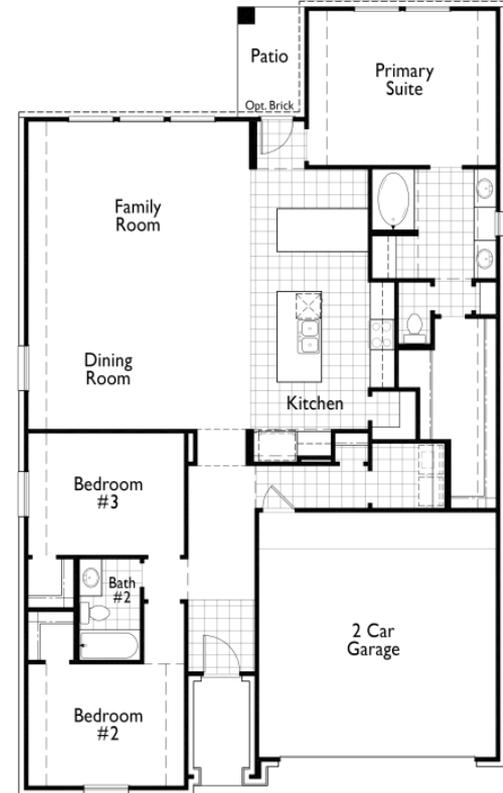
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# Repetition Standard

17

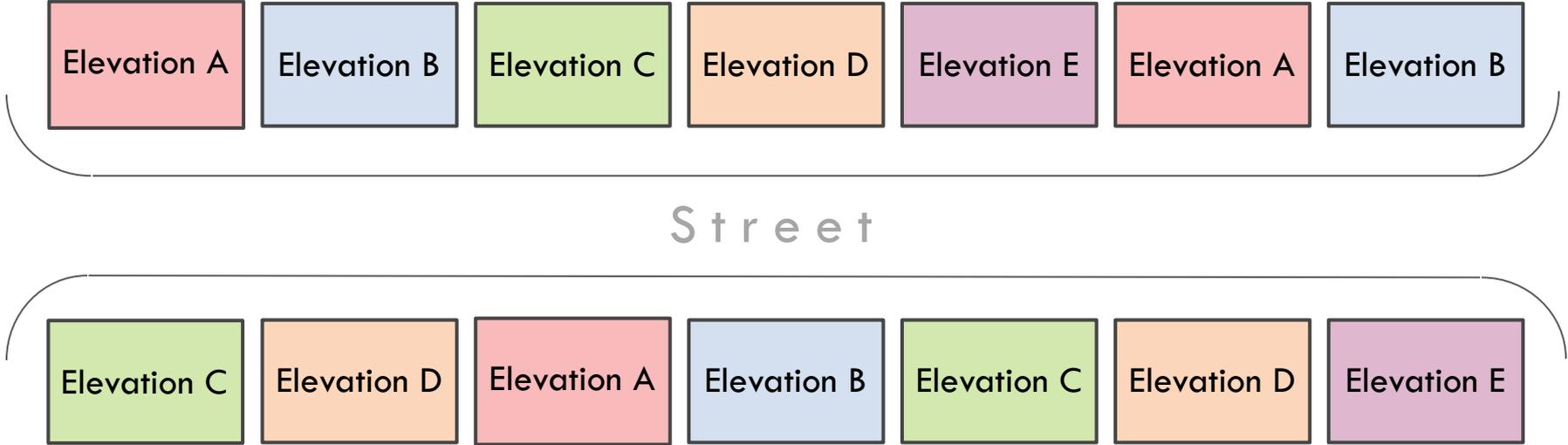


# Repetition Standard – Current

## **Sec. 31-902. Repetition.**

No elevation shall be repeated within four (4) residential lots on the same side of the street, or within two (2) residential lots on the opposite side of the street. For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.

# Repetition Standard – Current



\* Five (5) unique elevations are needed

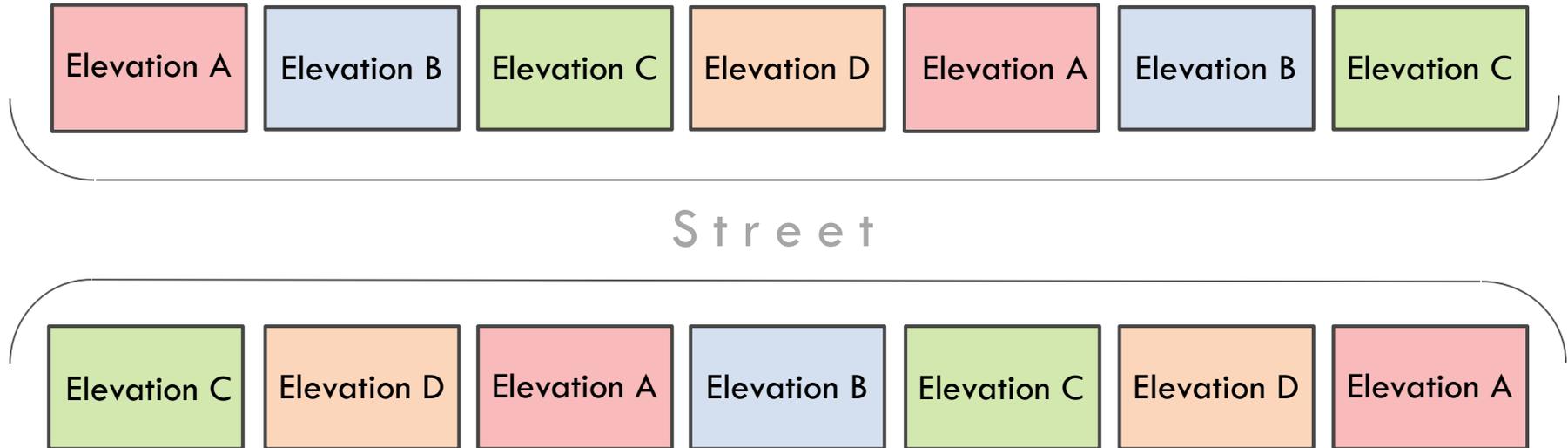
# Repetition Standard – Alternative 1

## **Sec. 31-902. Repetition.**

Houses of the same elevation shall not be placed within three (3) lots on the same side of the street, directly across the street from each other, or diagonally across the street from each other. For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.

# Repetition Standard – Alternative 1

21



\* Four (4) unique elevations are needed

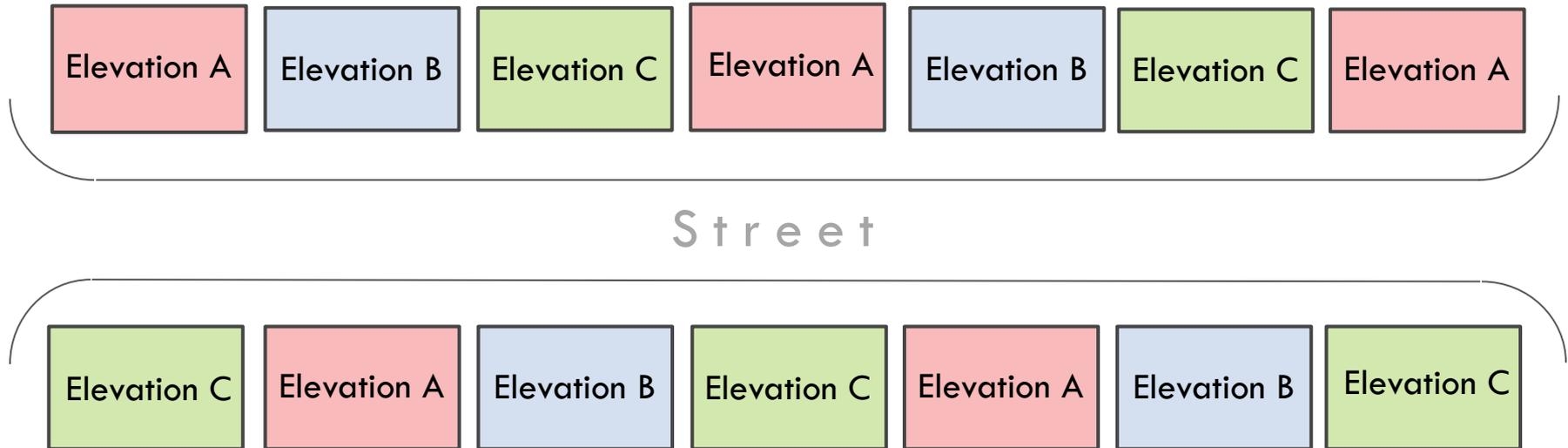
# Repetition Standard – Alternative 2

## **Sec. 31-902. Repetition.**

Houses of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from each other. For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.

# Repetition Standard – Alternative 2

23



\* Three (3) unique elevations are needed

# Discussion

24

- Regarding the repetition standard, staff is seeking direction from City Council regarding the following questions:
  - ▣ How many different elevations should be needed to comply with the repetition standard?
  - ▣ What constitutes a substantial difference in elevation? For example, do minor changes to the roofline meet the intent of the repetition standard? Does a mirrored elevation meet the intent?

# Discussion

25



# Discussion

26





# City of Killeen

## Staff Report

File Number: DS-23-084

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Discuss Proposed FY 2024 Operating and CIP Budget

# FY 2024 Proposed Budget Follow Up

## August 15, 2023



**CITY OF KILLEEN, TEXAS**

# City Council Budget Discussion Schedule

Key Dates	Date
Budget Delivery & Presentation	July 11
Special City Council Workshop (if requested by City Council)	July 18
Budget Public Hearing 1 of 1 (2, if necessary)	August 1
Set proposed tax rate by taking record vote	August 1
Town Hall	August 17
Budget Public Hearing 2 of 2 (2, if necessary)	September 5
Tax Rate Public Hearing Adoption of: <ul style="list-style-type: none"> <li>• Budget</li> <li>• Ratify Tax Revenue Increase</li> <li>• Set Tax Rate (including I&amp;S and M&amp;O rates)</li> </ul>	September 12



FY 2024  
Proposed  
Budget

# Follow Up

## Golf Course Expense Detail

---

- FY 2024 Budget – Golf Course setup as new enterprise fund
- Budget detail was provided by the contractor which included ‘General & Administrative Expense’
- General & Administrative expense was included in the Proposed Budget in the “Office Supply” account
- Additional expense detail is provided on following slide

# Golf Course Expense Detail (cont'd)

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- General & Administrative Expenses - \$224,679
  - Supplies
    - Cleaning \$1,800
    - Office \$3,600
  - Repair & Maintenance
    - Building Maint. & Repair \$3,000
    - Equipment Maint. & Repair \$3,000
  - Support Services
    - Utilities \$29,800
    - Internet access/VPN \$3,000
    - TV/Cable or Dish \$2,100
    - Phone/Cell \$1,200
    - Bank Fees \$3,600
    - Credit Card Fees \$35,250
    - Payroll Processing \$13,200
    - Garbage Removal \$3,600
    - Pest Control \$900
    - Security \$1,800
  - Supplies
    - Computer/Equipment \$1,500
    - Software \$1,500
    - Uniforms \$1,200
    - Postage \$600
  - Repair & Maintenance
    - IT Support \$4,200
  - Support Services
    - Education \$900
    - Training/Staff Development \$1,200
    - Management Travel \$12,000
    - Membership dues \$245
  - Designated Expenses
    - BCG Management \$95,484

Account	Description	FY 2024 Proposed Budget	Option 1	Option 2
<b>Golf Course</b>				
<b>Supplies</b>				
530-3020-424.41-10	OFFICE	224,679	9,400	-
530-3020-424.41-20	UNIFORMS & CLOTHING		8,200	-
530-3020-424.41-30	FUEL		11,658	-
530-3020-424.41-60	FOOD	6,500	6,900	-
530-3020-424.41-65	SUPPLIES	31,500	33,000	-
530-3020-424.41-70	CLEANING	-	1,800	-
	<b>Supplies</b>	<b>262,679</b>	<b>70,958</b>	<b>-</b>
<b>Repair &amp; Maintenance</b>				
530-3020-424.42-06	INFRASTRUCTURE		117,615	-
530-3020-424.42-10	BUILDING		5,700	-
530-3020-424.42-33	EQUIPMENT AND MACHINERY		53,500	-
530-3020-424.42-43	COMPUTER SOFTWARE		1,500	-
530-3020-424.42-90	REPAIR AND MAINTENANCE	260,889	-	-
	<b>Repair &amp; Maintenance</b>	<b>260,889</b>	<b>178,315</b>	<b>-</b>

Account	Description	FY 2024 Proposed Budget	Option 1	Option 2
<b>Support Services</b>				
530-3020-424.44-03	ELECTRICITY SERVICES		68,500	-
530-3020-424.44-04	WATER SERVICE		21,736	-
530-3020-424.44-05	TELEPHONE		2,100	-
530-3020-424.44-06	GAS SERVICE		1,500	-
530-3020-424.44-07	CABLE SERVICE		2,100	-
530-3020-424.44-08	WASTE DISPOSAL		4,944	-
530-3020-424.44-09	INTERNET SERVICE		4,236	-
530-3020-424.44-10	SHORT TERM RENTAL	135,468	136,968	-
530-3020-424.44-15	INSURANCE	30,000	30,000	-
530-3020-424.44-19	MERCHANT SERVICES		35,250	-
530-3020-424.44-22	BANK SERVICES		3,600	-
530-3020-424.44-26	PROMOTION AND ADVERTISING	11,275	11,275	-
530-3020-424.44-30	TRAINING AND TRAVEL	-	14,700	-
530-3020-424.44-75	MEMBERSHIP & SUBSCRIPTION	-	1,245	-
<b>Support Services</b>		<u>176,743</u>	<u>338,154</u>	<u>-</u>

Account	Description	FY 2024 Proposed Budget	Option 1	Option 2
<b>Professional Services</b>				
530-3020-424.47-99	PROFESSIONAL SERVICES	-	112,884	1,557,275
	<b>Professional Services</b>	<u>-</u>	<u>112,884</u>	<u>1,557,275</u>
<b>Designated Expenses</b>				
530-3020-424.50-17	COST OF GOODS SOLD	121,555	121,555	-
530-3020-424.50-32	CONTRACT LABOR	735,409	735,409	-
	<b>Designated Expenses</b>	<u>856,964</u>	<u>856,964</u>	<u>-</u>
	<b>Golf Course</b>	<u>1,557,275</u>	<u>1,557,275</u>	<u>1,557,275</u>



FY 2024  
Proposed  
Budget

# General Fund

# Budget Changes – General Fund

Description	Revenue	Expenditure
FY 2024 Proposed Budget –	\$120,329,340	\$120,329,340
Add: Property Tax	229,529	
Reduce: Building Permit Revenue	(31,625)	
Add: Fire Department Fit for Duty Physicals (includes Cancer Screening)		225,000
Add: Legal Expenses for Requests for Attorney General Opinions (offset with interest income)		15,000
Add: Interest Income	42,096	
<b>TOTAL</b>	<b>\$120,569,340</b>	<b>\$120,569,340</b>



FY 2024  
Proposed  
Budget

# Debt Service Fund

## Budget Changes – Debt Service Fund

Description	Revenue	Expenditure
FY 2024 Proposed Budget –	\$16,704,355	\$17,793,386
Reduce: Property tax	(275,649)	
Add: Interest debt service for 2023 CO Issue		18,922
Reduce: Principal debt service for 2023 CO Issue		(250,000)
<b>TOTAL</b>	<b>\$16,428,706</b>	<b>\$17,562,308</b>



FY 2024  
Proposed  
Budget

# Hotel Occupancy Fund

## Budget Changes – Hotel Occupancy Fund

Description	Revenue	Expenditure
FY 2024 Proposed Budget –	\$3,961,641	\$4,149,737
Add: STR Inspections		30,000
Add: RV Park – Electrical Upgrades		70,000
Add: RV Park – Upgrade Water		20,000
Add: RV Park – Pave Parking Sites		50,000
Add: RV Park – Landscaping		25,000
<b>TOTAL</b>	<b>\$3,961,641</b>	<b>\$4,344,737</b>



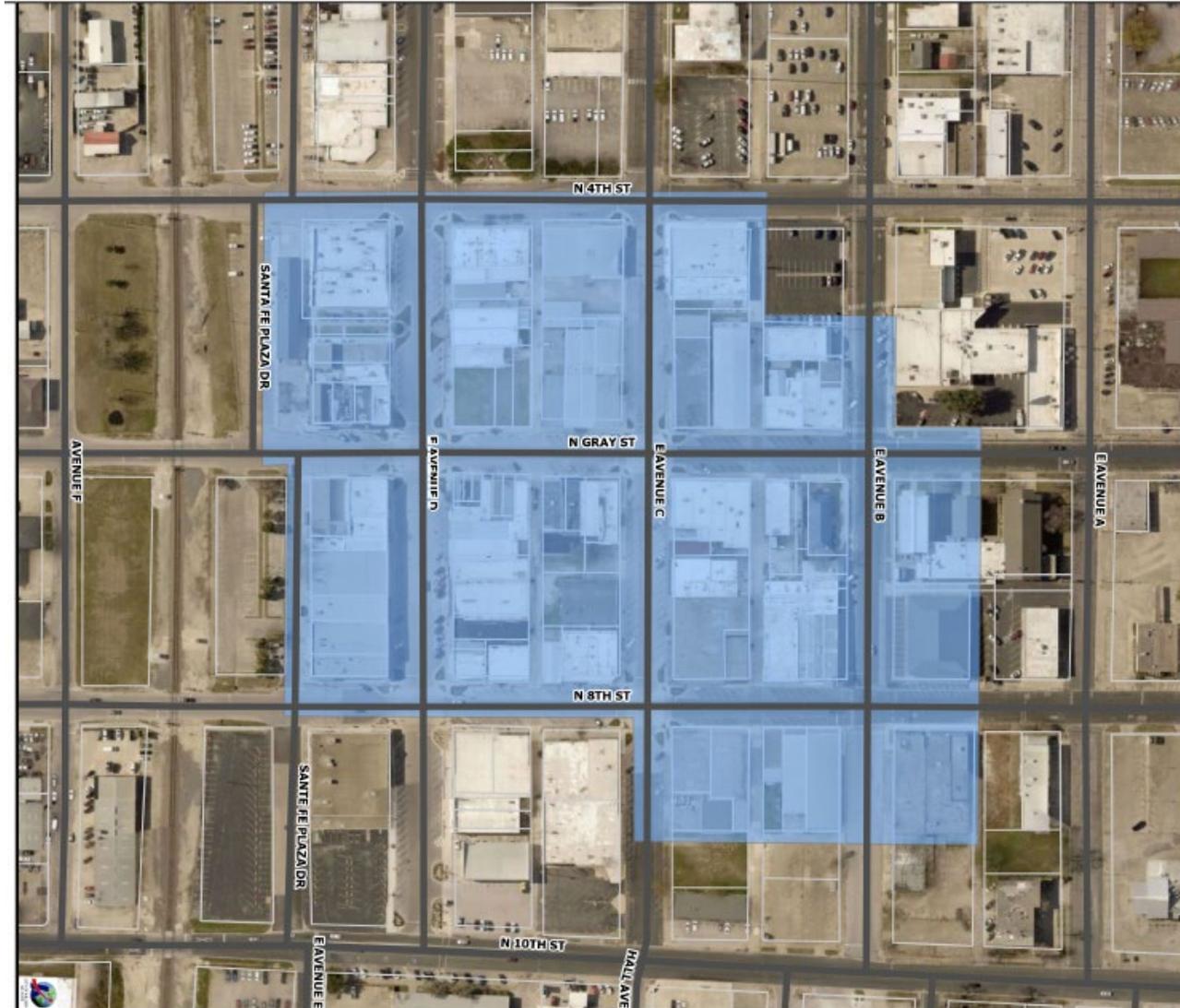
FY 2024  
Proposed  
Budget

# TIRZ Fund

## Budget Changes – TIRZ Fund

Description	Revenue	Expenditure
FY 2024 Proposed Budget –	\$1,716,224	\$2,278,000
Reduce: Property Tax	(398,667)	
Add: Streetscape design and minor landscape improvements for Bell County Annex in the Historic Overlay District (addt'l funding - \$278,000 already in the budget)		22,000
Add: Expanded Improvement Grants to include Interior & Exterior for the Historic Overlay District		100,000
<b>TOTAL</b>	<b>\$1,317,557</b>	<b>\$2,400,000</b>

# Historic Overlay District



City of Killeen, Texas  
Tax Increment Financing Zone (TIRZ) #2  
Financial Forecast

Fund 235

Fiscal Year	Tax Base	Estimated Growth	City of Killeen	Bell County	Central Texas College	Interest	Estimated Annual Revenue	Estimated Annual Expenditures	Cumulative Total
2021							\$ 1,744,793		
2022	\$ 36,829,202		\$ 238,532	\$ 125,498	\$ 38,099	\$ 10,232	412,361	\$ -	\$ 2,157,154
2023	57,537,155	56.23%	365,726	185,812	56,419	61,720	669,677	(1,263,454)	1,563,377
2024	130,684,082	127.13%	811,287	380,813	125,457	31,268	1,348,825	(2,400,000)	512,202
2025	160,741,421	23.00%	997,883	507,943	154,312	5,122	1,665,260	-	2,177,462
2026	189,674,877	18.00%	1,177,502	599,373	182,088	21,775	1,980,738	-	4,158,200
2027	225,713,103	19.00%	1,401,227	713,253	216,685	41,582	2,372,747	-	6,530,947
2028	261,827,200	16.00%	1,625,423	827,374	251,354	65,309	2,769,460	-	9,300,407
2029	305,290,515	16.60%	1,895,244	964,718	293,079	93,004	3,246,045	-	12,546,452
2030	357,495,193	17.10%	2,219,330	1,129,685	343,195	125,465	3,817,675	-	16,364,127
2031	420,164,100	17.53%	2,608,379	1,327,719	403,358	163,641	4,503,097	-	20,867,224
2032	476,466,090	13.40%	2,957,901	1,505,633	457,407	208,672	5,129,613	-	25,996,837
2033	541,265,478	13.60%	3,360,176	1,710,399	519,615	259,968	5,850,158	-	31,846,996
2034	591,061,902	9.20%	3,669,312	1,867,756	567,419	318,470	6,422,957	-	38,269,953
2035	624,456,899	5.65%	3,876,628	1,973,284	599,479	382,700	6,832,091	-	45,102,043
2036	657,865,343	5.35%	4,084,028	2,078,854	631,551	451,020	7,245,453	-	52,347,496
2037	689,969,172	4.88%	4,283,329	2,180,303	662,370	523,475	7,649,477	-	59,996,973
2038	721,224,776	4.53%	4,477,363	2,279,070	692,376	599,970	8,048,779	-	68,045,752
2039	752,093,196	4.28%	4,668,995	2,376,614	722,009	680,458	8,448,076	-	76,493,828
2040	783,681,110	4.20%	4,865,092	2,476,432	752,334	764,938	8,858,796	-	85,352,624
2041	816,674,085	4.21%	5,069,913	2,580,690	784,007	853,526	9,288,136	-	94,640,760
2042	849,014,379	3.96%	5,270,681	2,682,885	815,054	946,408	9,715,028	-	104,355,788
2043	881,786,334	3.86%	5,474,130	2,786,445	846,515	1,043,558	10,150,648	-	114,506,436
2044	915,029,678	3.77%	5,680,504	2,891,494	878,428	1,145,064	10,595,490	-	125,101,926
2045	948,611,268	3.67%	5,888,979	2,997,612	910,667	1,251,019	11,048,277	-	136,150,203
2046	982,476,690	3.57%	6,099,215	3,104,626	943,178	1,361,502	11,508,521	-	147,658,724
2047	1,016,568,631	3.47%	6,310,858	3,212,357	975,906	1,476,587	11,975,708	-	159,634,433
2048	1,050,826,994	3.37%	6,523,534	3,320,613	1,008,794	1,596,344	12,449,285	-	172,083,718
							<u>\$ 175,747,172</u>	<u>\$ (3,663,454)</u>	

<sup>1</sup> - Based on certified value provided by Tax Appraisal District of Bell County as of 7/21/2023

<sup>2</sup> - Based on proposed tax rate for FY 2024

# Alternatives

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- Do not provide motion of direction
- Motion of direction to amend proposed changes
- Motion of direction for proposed changes

# Recommendation

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- Motion of direction for proposed changes



# City of Killeen

## Staff Report

File Number: DS-23-085

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Discuss procedures for Councilmember inquiries and Council investigations



## DIVISION 2. CITY COUNCIL POLICIES AND OPERATING PROCEDURES

\*\*\*\*\*

### **Sec. 2-90. Procedures for Councilmember Inquiry and City Council Investigation**

Section 39 of the City Charter provides that Councilmembers have the power to inquire into the conduct of any office, department, agency, or officer of the city and that the City Council as a body has the power to make investigations into municipal affairs. These procedures apply in the case that a Councilmember makes an inquiry or the majority of the City Council requests an investigation pursuant to the Charter.

- (a) Procedure for a Councilmember Conducting an Inquiry
1. Initiation of Inquiry: If a Councilmember receives credible information or complaints about the conduct of any city office, department, agency, or officer, the Councilmember may initiate an inquiry. If the inquiry involves staff members, it should be submitted to the City Manager.
  2. Preliminary Review: The Councilmember or City Manager, as appropriate, reviews the information to ascertain if there's a basis for the concerns. This review should be conducted in a fair and impartial manner. Individual councilmembers should not directly question non-Department or Division heads during this process.
  3. City Manager's Response: If the inquiry involves staff members and has been submitted to the City Manager, the City Manager should respond within 14 days.
  4. Report to the City Council: The Councilmember or City Manager prepares a report detailing the findings from the preliminary review and submits it to the City Council.
  5. City Council Decision: Upon review of the report, a Councilmember may request that the item be placed on a future agenda pursuant to Sec. 1-20 (b). If the item is placed on an agenda, the City Council may decide by a majority vote whether a full investigation is warranted. The Council may also decide on other actions as deemed appropriate.
- (b) Procedure for a Full Council Investigation
1. Initiation of Investigation: An investigation must be authorized by a majority vote of the City Council during a public meeting. This vote follows the review of a report submitted by a Councilmember or the City Manager, or the receipt of other credible information that raises concerns about the conduct of any city councilmember, city office, department, agency, or officer.
  2. Definition of Investigation: The purpose and scope of the investigation should be clearly defined during the meeting at which an investigation is authorized, to include:
    - A. Estimated Duration of Investigation
    - B. Name and title of each person complained about,
    - C. Nature of alleged violation, including, if possible, the specific provision of the Charter, law, rule or regulation alleged to have been violated,
    - D. A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred.If a person is being investigated, that person shall be given a copy of any complaint and/or the statement of facts constituting the alleged violation and be informed that the person has 10 business days to file a response with the City Secretary to be provided to the City Council.
  3. Conducting the Investigation: The City Council, or an appointed investigation team, will conduct the investigation in an impartial, fair, and respectful manner.

An appointed investigation team may:



- A. Request from the City Manager the production of books, papers, and other evidence material to the investigation,
- B. Interview Department and Division heads on matters related to the scope of the investigation, and
- C. Submit a report and make recommendations to City Council.

The City Council may:

- A. Administer oaths (Mayor will administer oaths),
  - B. Subpoena witnesses (The City Council or person being complained about must provide names of witnesses employed by the City to the City Secretary at least ten working days prior to the hearing so that she will have sufficient time to notify the witnesses at least five working days prior to the hearing),
  - C. Compel the production of books, papers, and other evidence as needed,
  - D. Conduct hearings,
  - E. Hire independent legal counsel to advise and represent the Council, when appropriate to avoid a conflict of interest, and
  - F. Hire a third party to conduct any necessary investigation.
4. Hearing Procedures: If City Council conducts a hearing, the format for such hearing will be as follows:
- A. Introduction of hearing by Mayor. All parties introduce themselves for the record. The Councilmember who initiated the investigation by moving to authorize the investigation shall outline the nature of the allegation, charter or ordinance provisions involved, and issued to be determined by the Council.
  - B. Presentation of Evidence by the Councilmember who initiated the investigation. The Councilmember presents evidence including any testimony, witnesses, documents or tangible items. Witnesses may be cross-examined by any person being complained about and by members of the Council.
  - C. Presentation of Evidence by person being complained about. Person being complained about may present evidence including any testimony, witnesses, documents or tangible items. Witnesses may be cross-examined by members of the Council.
  - D. Summation remarks by initiating Councilmember. (Max: 10 minutes)
  - E. Summation remarks by person being complained about. (Max: 10 minutes)
  - F. City Council Decision. The City Council will decide by preponderance of the evidence whether any violations were committed and decide on appropriate actions to be taken. Actions may include but are not limited to: changes to policies or procedures, referral of City employee to City Manager for disciplinary action in accordance with personnel rules, institution of civil lawsuit for damages or injunctive relief, letter of admonition, letter of reprimand, or referral to external agencies.
5. Reporting: Upon conclusion of the investigation where no hearing is held, a report detailing the process, findings, and recommendations will be prepared and submitted to the City Council.
6. Review and Action: If no hearing is held and a report is submitted to City Council, the City Council will review the report in a timely manner and decide on the appropriate action to be taken. Actions may include but are not limited to: changes to policies or procedures, referral of City employee to City Manager for disciplinary action in accordance with personnel rules, institution of civil lawsuit for damages or injunctive relief, letter of admonition, letter of reprimand, or referral to external agencies.
7. Forfeiture of Council Office: Pursuant to Section 23 of the City Charter, a member of the council ceasing to possess any of the qualifications for elective office as established in the Texas Elections Code or residency requirements, failing to attend three consecutive regular



meeting of the council without being excused by the council, or convicted of a felony while in office shall immediately forfeit the office. In the case of an alleged forfeiture of office pursuant to Section 23 of the Charter, the City Council may vote on the forfeiture and on the affirmative vote of at least five members of City Council, declare the office of said office holder to be forfeited and vacant.