



City of Killeen

Agenda City Council

Tuesday, February 23, 2016

5:00 PM

Killeen City Hall
City Council Chambers
101 North College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ Scott Casper, Mayor	___ Jim Kilpatrick
___ Jose Segarra	___ Brockley Moore
___ Elizabeth Blackstone	___ Jonathan Okray
___ Shirley Fleming	___ Juan Rivera

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

[MN-16-004](#) Consider Minutes of Regular City Council Meeting of February 9, 2016.

Attachments: [Minutes](#)

[Okray Memorandum for Record](#)

Resolutions

[RS-16-014](#) Consider a memorandum/resolution authorizing a management agreement between the City of Killeen and YH SH LLC, DBA Jesters.

Attachments: [Council Memorandum](#)

[Agreement](#)

[RS-16-015](#) Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District.

Attachments: [Council Memorandum](#)

[Contract](#)

[RS-16-016](#) Consider a memorandum/resolution to enter into an Interlocal Agreement with Bell County for VoteSafe.

Attachments: [Council Memorandum](#)

[Agreement](#)

- [RS-16-017](#) Consider a memorandum/resolution authorizing Change Order No. 4 to McLean Construction, Inc. for the Trimmier Road Widening Project.
Attachments: [Council Memorandum](#)
[Change Order](#)
[Certificate of Interested Parties](#)
- [RS-16-018](#) Consider a memorandum/resolution to extend a lease agreement for 218B E. Avenue D from March 31, 2016, to May 31, 2016.
Attachments: [Council Memorandum](#)
[Lease Agreement](#)
- [RS-16-019](#) Consider a memorandum/resolution authorizing a professional services agreement with Mama's Soul Catering and Concession, LLC. for food and beverage concession services at Parks and Recreation facilities.
Attachments: [Council Memorandum](#)
[Agreement](#)
[Certificate of Interested Parties](#)
- [RS-16-020](#) Consider a memorandum/resolution authorizing the City Manager to enter into a memorandum of agreement with the United States Army Garrison Fort Hood for the submission of a Defense Economic Adjustment Assistance Grant (DEAAG) application, funding a Robert Gray Army Airfield project.
Attachments: [Council Memorandum](#)
[Memorandum of Agreement](#)
- [RS-16-021](#) Consider a memorandum/resolution supporting an application to The Texas Department of Housing and Community Affairs for Hyde Estates LP, an affordable housing development.
Attachments: [Council Memorandum](#)
[Project Overview](#)
[Resolution](#)
[Letter of Support](#)
[Site Plan](#)
[Street View](#)
[Floor Plans](#)

Public Hearings

- [PH-16-008](#) HOLD a public hearing and consider an ordinance requested by Gary and Elizabeth Wilson (Case #Z15-38) to rezone Lot 7, Block 1, Shannon Addition, from "R-1" (Single-Family Residential District) to "A-R1" (Agricultural Single-Family Residential District). This property is locally known as 6909 Shannon Drive, Killeen, Texas.

Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location Map](#)
[Buffer Map](#)
[Considerations](#)

[PH-16-009](#) HOLD a public hearing and consider an ordinance requested by Adrian and Linda Knotts (Case #Z15-39) to rezone Lot 1, Block 5, Stagecoach Road Subdivision Undedicated, from "R-1" (Single-Family Residential District) to "SR-2" (Suburban Residential Single-Family District). The property is locally known as 6701 Rein Drive, Killeen, Texas.

Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location Map](#)
[Buffer Map](#)
[Considerations](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on February 19, 2016.

Dianna Barker, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the

meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office.

- *Women of Distinction Banquet, March 3, 2016, 6:30 p.m., Cultural Activities Center, Temple*
- *NAACP Freedom Fund Banquet, March 12, 2016, 7:00 p.m., Killeen Civic and Conference Center*
- *KABSE Annual Scholarship and Recognition Banquet, April 23, 2016, 5:00 p.m., Club Hood*

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City of Killeen

Legislation Details

File #: MN-16-004 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of February 9, 2016
Type: Minutes **Status:** Minutes
File created: 2/4/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of February 9, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
February 9, 2016 at 5:00 p.m.

Presiding: Mayor Scott Cospier

Attending: Mayor Pro-Tem Jose Segarra, Councilmembers Jim Kilpatrick, Juan Rivera, Shirley Fleming, Brockley Moore, Jonathan Okray, and Elizabeth Blackstone

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Gillman.

Councilmember Okray gave the invocation, and Mayor Pro-Tem Segarra led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the January 26th Regular City Council Meeting. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Resolutions

RS-16-009 Consider a memorandum/resolution for a mutual aid agreement with the Department of the Army for Fort Hood, Texas.

Staff comments: Fire Chief Gardner
Staff recommends that the City Council approve the Fire Mutual Aid Agreement with the Department of the Army for Ft. Hood, Texas, and authorize the City Manager or his designee to execute the Agreement.

Motion was made by Councilmember Blackstone to approve RS-16-009. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-010 Consider a memorandum/resolution authorizing the submission of a Passenger Facility Charge (PFC) application to the Federal Aviation Administration.

Staff comments: Matthew Van Valkenburgh
The proposed new charge effective date is December 1, 2016, with an estimated expiration date of April 01, 2018. Staff recommends City Council authorize the City Manager to approve the collection of up to \$905,000 in passenger facility charges at the rate of \$4.50 per enplaned passenger and authorize the Executive Director of Aviation to submit the necessary application documents to the FAA to obtain FAA approval for said collection and use.

Motion was made by Councilmember Moore to approve RS-16-010. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

RS-16-011 Consider a memorandum/resolution authorizing the award of a construction contract to Insituform Technologies, LLC, to rehabilitate 13,596 feet of wastewater main.

Staff comments: Steve Kana

Insituform Technologies' BuyBoard proposal for a total cost of \$1,068,234.85 includes the CIPP rehabilitation of wastewater mains. After evaluating the proposal, City staff has concluded that Insituform Technologies submitted a fair and reasonable proposal. Staff recommends that the City Council authorize the City Manager to enter into an agreement with Insituform Technologies, LLC, for a construction contract to rehabilitate 13,596 feet of wastewater main for the amount of \$1,068,234.85, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Blackstone to approve RS-16-011. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-012 Consider a memorandum/resolution authorizing the City Manager to enter into a professional services agreement with Mitchell and Associates, Inc. for the design of Segment 4 of the Heritage Oaks Hike and Bike Trail.

Staff comments: Scott Osburn

Heritage Oaks Hike and Bike Trail, Segment 4, consists of a 1.5 mile segment of the ultimate multi-use trail and will connect the future residential KISD Elementary School location south to U.S. Government property in Bell County. The trail project contemplates constructing a 12 foot wide shared use hike and bike trail. City staff recommends that the City Council authorize the City Manager to enter into an agreement with Mitchell and Associates, Inc., for a professional engineering services agreement for the design of Segment 4 of the Heritage Oaks Hike and Bike Trail, in the amount of \$320,000, and that the City Manager be authorized to execute any and all change orders within the amount established by state and local law.

Motion was made by Mayor Pro-Tem Segarra to approve RS-16-012. Motion was seconded by Councilmember Fleming. Motion carried 6 to 1 with Councilmember Okray opposing.

Councilmember Okray submitted his comments on this issue for the record. See attached.

RS-16-013 Consider a memorandum/resolution authorizing the City Manager to submit a Transportation Alternatives Program (TAP) application to the Killeen - Temple Metropolitan Planning Organization (KTMPPO) to compete for Category 9 funding to construct a portion of Heritage Oaks Hike and Bike Trail, Segment 3.

Staff comments: Scott Osburn

With the submission of this grant application, the City of Killeen would be proposing to extend a portion of Heritage Oaks Hike and Bike Trail, Segment 3 from Trimmier Creek approximately 3,750 feet to the north along the future extension of Rosewood Drive to approximately Flat Slate Drive. Staff recommends that the City Council authorize the City Manager to submit a Transportation Alternatives Program - Category 9 application to the Killeen - Temple Metropolitan Planning Organization for the construction of a portion of Heritage Oaks Hike and Bike Trail, Segment 3 and further that:

“The City of Killeen supports funding this project as shown in the nomination budget (including the 20% local match for construction costs) and commits 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 KTMPO by resolution or ordinance should the project receive funding.”

Motion was made by Councilmember Kilpatrick to approve RS-16-013. Motion was seconded by Councilmember Rivera. Motion carried 6 to 1 with Councilmember Okray opposing.

Ordinances

OR-16-003 Consider an ordinance granting an application for renewal of taxicab franchise to Cove Taxi. (2nd of 3 readings)

The City Secretary read the caption of the ordinance.

AN ORDINANCE GRANTING A FRANCHISE TO COVE TAXI TO OPERATE A TAXICAB SERVICE IN THE CITY OF KILLEEN, TEXAS, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE REGULATION OF THE TAXICAB SERVICE; PROVIDING AN INDEMNITY CLAUSE; ESTABLISHING THE FRANCHISE TERM AND EFFECTIVE DATE; PROVIDING A TERMINATION PROVISION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN ADOPTION CLAUSE; PROVIDING A REPEALER CLAUSE AND PROVIDING A CODE AMENDMENT CLAUSE.

Staff comments: Kathy Davis

This is the second of three readings to renew the taxi franchise for Cove Taxi for a five year term.

Motion was made by Councilmember Blackstone to approve OR-16-003, the second reading of Cove Taxi franchise renewal ordinance. Motion was seconded by Mayor Pro-Tem Segarra. Motion carried unanimously.

OR-16-004 Consider an ordinance for registration requirements and credit extension guidelines for credit access businesses.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 15 ADDING ARTICLE VII, CREDIT ACCESS BUSINESSES, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, SETTING FORTH REGISTRATION REQUIREMENTS AND CREDIT EXTENSION GUIDELINES FOR CREDIT ACCESS BUSINESSES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Holli Clements

The proposed ordinance establishes a registration program, imposes restrictions on extensions of consumer credit and imposes recordkeeping requirements on credit access businesses. The proposed ordinance also requires that a credit access business post a written notice of the Military Lending Act where it is visible to potential creditors. City

staff recommends that the City Council approve the attached ordinance, which would become effective 90 days after passage.

Motion was made by Councilmember Fleming to approve OR-16-004. Motion was seconded by Mayor Pro-Tem Segarra. Motion carried 6 to 1 with Councilmember Okray opposing.

Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Segarra, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 5:22 p.m.

On January 20, 2015, a special Council workshop was held to present the proposed Heritage Oaks Hike and Bike Trail (RS-15-008). The City Council indicated a consensus for the allocation of \$1,300,000 for the Heritage Oaks Park project. City Council also authorized staff to enter into negotiation for the design of the proposed hike and bike trail portion of the project. City Council supports the submission of an application for the TxDOT 2015 TAP Call for Projects.

Due to the length of the regional trail, the overall nine-mile multi-use trail is planned to be constructed in five segments and are described as follows: Segment 1 - US 190 to Stagecoach Road which is constructed as part of the US 190/FM 2410/Rosewood Drive Pass Through Funding (PTF) project; Segment 2 - Rosewood Drive from Stagecoach Road to Chaparral Road is to be constructed as part of the Rosewood Drive Extension project; Segment 3 - Intersection of Rosewood Drive and Chaparral Road to the eastern boundary of the WBW Land Investments property is to be constructed as part of the Chaparral Road Widening project; Segment 4 - KISD Elementary School south to the US Government property in Bell County; and Segment 5 - US Government property in Bell County to Stillhouse Hollow Lake. We may assume that funding for the remaining segments will orbit in the price range of Segment 3, an additional \$1.6 million encumbrance.

In order to meet the spirit of TxDOT goals, priority consideration is given to those projects that request federal funds for construction associated costs only. The project budget estimates the total project construction costs of \$3,500,000. The City would provide approximately \$1,000,000 (29% of construction-related costs) and will be reimbursed \$2,500,000 (71% of construction project costs) as the project progresses, \$1,300,00 specifically is the cost briefed to council.

At the time of this associated resolution it stated my support of the TAP App is contingent upon emplacement of flexible revenue generating programs. No such programs exist at this moment in time. We only have the ability to match the TAP App through inter-loan ability from either the General Fund or through funds available in budgeted line items. Impact Fees, Transportation Utility Fees, and other programs purposely implemented would generate revenue streams for Capital Improvement Program items such as this one before us for consideration.

What I understand regarding this consideration is that we will allocate funds to match this requirement with bond funding. I have a fundamental disagreement with. Have we considered the Killeen Parks and Recreation Master Plan? Is this consideration included in it? Are we exercising distribution of funding in similar fashion as the state, particularly having a project on the books for funding? Have we addressed funding needs of Parks identified in the Parks Master Plan? I believe I addressed a basic need of the AA Lane Neighborhood through a memorandum submitted May 14, 2014. I visited the park after our workshop last week and determined that the basic need of this operational park has not been met.

I spoke with a gentleman there conducting a baseball practice and he informed me that the tree line of the park is used for body function relief. I routinely communicate with another gentleman that utilizes the park for summer youth programs and found that the Chevron on the north right of way corner of east VMB and MLK is the place they use to relieve themselves. We need to remember and be concerned with the demographic that has long been established in the North Killeen by equalizing and managing North and South Killeen infrastructure funding priorities accordingly. The quoted cost to assuage the ailments of AA Lane Park was in the \$725,000 price range. I don't have any support for usage of bond funding required by this consideration, without an arrangement to fill the needs of AA Lane Park and other park in the Parks/Recreation master Plan.

Rather than a rail against the plans that progress our city, my criticism is in the manner in which we progress at the neglect of other portions of our city and the meager transmission whole plans, such as the Hike and Bike Trail System, that come before council in a fragmented manner.



City of Killeen

Legislation Details

File #: RS-16-014 **Version:** 1 **Name:** Management Agreement with Jesters
Type: Resolution **Status:** Resolutions
File created: 1/22/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing a management agreement between the City of Killeen and YH SH LLC, DBA Jesters.
Sponsors: Killeen Civic and Conference Center, Community Development
Indexes:
Code sections:
Attachments: [Council Memorandum Agreement](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Management Agreement Between City of Killeen and Jesters

ORIGINATING DEPARTMENT

Killeen Civic and Conference Center

BACKGROUND INFORMATION

The City of Killeen holds a "mixed beverage" license from the Texas Alcoholic Beverage Commission for the Killeen Civic and Conference Center Complex to provide alcoholic beverage services to its clients. The license includes the Killeen Civic and Conference Center, Special Events Center, and Rodeo Arena and Grounds. The City of Killeen obtained Mixed Beverage and Beverage Cartage permits in April 2005 and added a Catering permit in 2011 in order to provide alcoholic beverage service to the city facilities.

DISCUSSION/CONCLUSION

The current management agreement is between the City of Killeen and YH SH LLC, DBA Jesters and expires March 14, 2016. The agreement is for a period of three years, with an extension to that period, if agreed between both parties in writing. The City recommends renewing this agreement again for three years, with the option to renew for three (3) additional one-year terms.

FISCAL IMPACT

The terms of the management agreement reflect that the City of Killeen will pay Jesters forty percent (40%) of the gross sales for the management services.

RECOMMENDATION

City staff recommends City Council authorize the City Manager to execute the three-year management agreement between the City of Killeen and Jesters and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (this "Agreement") dated as of _____, 2016, is entered by and between the City of Killeen Civic & Conference Center Complex, a municipal corporation, whose mailing address is P. O. Box 1329, Killeen, Texas, 76540-1329 (hereinafter called "Permittee"), and YH SH LLC DBA Jester's, whose mailing address is P.O. Box 2397 Harker Heights, Texas 76548 (hereinafter called "Manager"), upon the following terms and conditions:

RECITALS

WHEREAS, Permittee is the owner of the Killeen Civic & Conference Center Complex located at 3601 South W.S. Young Drive, Suites A, B & C, in Killeen, Texas, 76542 (the "Complex"); and

WHEREAS, Manager, by virtue of its operation of the Complex, has sufficient staff, expertise, and knowledge to provide certain operating, accounting, and other services to Permittee in connection with Permittee's service of alcoholic beverages to its members and their guests at the Complex.

NOW, THEREFORE, in consideration of the covenants and mutual benefits contained herein, the parties agree as follows:

1. *Appointment.* Permittee hereby grants Manager the exclusive right to provide management services for the operation of Permittee's mixed beverage service at the Complex, including the service of beverages, both alcoholic and non-alcoholic, (the "Operation") at the Complex. Manager will provide such services during the term of this Agreement in accordance with the terms and conditions herein contained.

The performance of all activities by Manager hereunder shall be in the name of and for the account of Permittee. It is expressly understood and agreed between the parties hereto that Permittee shall at all times maintain control of its operations and employees. Permittee shall retain the right to purchase alcoholic beverages for use at the Complex.

2. *Term and Termination.*

2.1 *Term.* Subject to the terms of Section 2.2 below, this Agreement shall begin on March 15, 2016 and shall continue for a period of three (3) years. If both parties agree, this agreement may be extended by up to three (3) additional one-year terms. All of the terms of and conditions of this agreement shall apply during any renewal term. A renewal shall be completed in writing by both parties not less than 90 days before the expiration of the prior term.

2.2 *Termination.* This Agreement may be terminated at any time by either Permittee or Manager upon ninety (90) days written notice given to the other party.

3. *Management of Operation.* Manager will provide management, supervision, and direction of the Operation in a manner that is in accordance with standards comparable to those prevailing in other first-class mixed beverage operations in Texas. Such management services

will include, without limitation, serving beverages, both alcoholic and non-alcoholic, to Permittee's customers in accordance with their needs, maintaining all records and financial information required by the Texas Alcoholic Beverage Commission (hereinafter called "Commission"), and submitting same to the Commission pursuant to its requests; negotiating on behalf of Permittee service contracts required in the ordinary course of business; advising and consulting with Permittee personnel regarding operational matters; and generally providing day-to-day supervision and direction for the Operation.

4. *Maintenance of Inventories; Procurement.* Manager will maintain sufficient inventories of all alcoholic beverages, beverage mixers and supplies. Such items and services will be purchased from dependable suppliers at competitive prices, taking into account the quality and quantity required by Permittee for the necessary and proper maintenance of the Operation.

Permittee shall pay for the cost of procurement of all alcoholic beverages. Permittee shall retain full authority and control over the purchase and storage of alcoholic beverages. Permittee shall pay for the cost of procurement of all other beverages, supplies, equipment, and outside services which are directly related to the service of alcoholic beverages.

Permittee shall deliver its initial inventory of alcoholic beverages to Manager upon the date of commencement of this Agreement for Manager's use in the Operation in accordance with the terms hereof. Costs of alcoholic beverages used in the Operation on a monthly basis shall be determined by adding purchases made during each Accounting Period, as defined in Section 7 below, to the opening inventory for that Accounting Period and then subtracting the value of ending inventory for that Accounting Period. Inventory on hand at the Complex upon termination of this Agreement shall be delivered to Permittee at no further cost.

Manager shall conduct a monthly inventory and provide ending inventory balances to Permittee within five (5) days of completion of the inventory. Permittee will be given sufficient notice of each upcoming inventory and will be present at each inventory. Each monthly inventory shall fully report spills and/or breakage of alcoholic beverages, and sufficient documentation of the spills and/or breakage shall be appended to each monthly inventory.

An inventory will be conducted by Manager at initial set up and at the end of each alcohol related event. An inventory report shall be submitted to Permittee within forty-eight (48) hours after the close of last bar.

5. *Personnel.* Manager will designate an Operation Manager and such other employees necessary to perform services for the benefit of Permittee. Manager will train, supervise, direct, discipline, and, if necessary, discharge personnel working at the Operation in accordance with Manager's personnel policies.

6. *Cleaning; Maintenance; Repairs.* Manager will be responsible for maintaining the Operation and all equipment and fixtures related thereto in good condition and repair. Manager will provide cleaning service as needed to support functions when necessary for the Operation to operate according to the highest sanitary standards and in compliance with all applicable health and sanitation laws and regulations.

7. *Accounting; Monthly Operating Statement; Audit.* Permittee will keep and maintain complete and accurate books of account, and all tax records and returns incident to the service of alcoholic beverages at the Complex, including the gross receipts tax on service charges on mixed beverages and sales and use tax on complimentary drinks for the Operation. Such books and records will reflect the gross receipts of all service charges. All such records and books will be kept and prepared in accordance with generally accepted accounting principles and comply with the record keeping requirements of the Commission.

Within thirty (30) days after the close of each calendar month (each such calendar month being hereinafter referred to as an "Accounting Period"), Permittee will furnish Manager with an operating statement showing in reasonable detail the results of the Operation during such prior Accounting Period, including a balance sheet and income statement. Permittee will also submit payment of the Management Fee for such Accounting Period or Partial Accounting Period along with the required operating statements.

Manager shall have the right to audit all of Permittee's accounts, books, and records at any time upon reasonable notice. Permittee will keep all financial books, accounts, and records of receipts and disbursements relating to the Operation for three (3) years, and will make same available for examination for Manager or its auditors during normal business hours. The City Auditor will audit Permittee's accounts, books and records at least annually.

Permittee and Manager shall at all times absolutely comply with all laws, ordinances, rules, and regulations of any governmental authority, including, without limitation, the Commission.

8. *Utilities.* Permittee will provide, or cause to be provided, all utility services, including gas, electricity, hot and cold running water, heat, air conditioning, and all other services needed for the efficient, economical, and sanitary running of the Operation.

9. *Licenses and Permits.* Permittee will obtain and maintain in full force and effect all licenses and permits as are necessary to run the Operation. Permittee will be responsible for the keeping of records and preparation and filing of reports required by the Commission related to the purchase, storage, and service of alcoholic beverages at the Complex. The operations and business of Permittee and Manager shall at all times be in compliance with the Texas Alcoholic Beverage Code (hereinafter called "Code"), as amended, and all rules and regulations of the Commission. Purely by way of example and not by limitation, Manager specifically agrees that it will not serve any inebriated or underage person at the Complex.

10. *TABC Certification.* All persons involved in the service, dispensing, or delivery of alcoholic beverages in the Operation shall hold a currently-effective certificate issued by the Commission evidencing his/her successful completion of a Commission-certified Seller Training Program in accordance with the provisions of Section 106.14 of the Code and the rules of the Commission promulgated thereunder. Manager agrees that (a) any new employees who do not hold such a currently-effective certificate on the date of employment shall successfully complete a Commission-certified Seller Training Program within thirty (30) days of such date, and (b) it will comply with all other applicable provisions of the Code to insure that Permittee is at all times in full compliance with the requirements of the Code and the Commission's rules to obtain the benefits afforded under Section 106.14, as same may be amended from time to time.

11. *Cash Receipts.* Manager will collect and be accountable for all cash receipts from the Operation. Manager is responsible for any losses that occur between collection of the cash and delivery of the cash to Permittee. Notwithstanding anything herein to the contrary, all cash and other receipts collected by the Manager from the Operation shall be delivered to Permittee on a daily basis at a designated location. Cash receipts shall be supported by sales reports (register tapes), which shall be date stamped and signed by the Manager's staff. Immediately after tallying the receipts for an event, Manager shall send notice of the amount collected to Permittee via email. An inventory report of each bar will be conducted at initial set-up for an event and at the conclusion of the event. The report shall be submitted to Permittee on a daily basis, or within forty-eight (48) hours of the conclusion of the alcohol-related event.

12. *Operating Expenses.* The term "Operating Expenses" as used in this Agreement shall mean all direct costs and expenses incurred in connection with the Operation whatsoever, including, without limitation, the Management Fee required under Section 13 herein below, exclusive of salaries, wages, benefits, and other costs of Manager's employees working in the Operation; including the costs of inventories, beverages, supplies, equipment, utensils, and goods (including the cost of replacement), services, repair, replacement and maintenance of equipment; office expenses; all taxes or charges levied or assessed with respect to the Operation, including gross receipts taxes, sales and use taxes, and taxes levied or assessed on wages, salaries, beverages, services, goods, and Manager's property, if any, used or sold in the Operation; and any penalties, fines, interest, fees, charges, and other expenses incurred by Manager; licenses or permit fees, including renewal fees, or other charges attributable to the Operation; and professional fees, including accounting and legal fees. Notwithstanding the foregoing, Operating Expenses shall not include any penalties, fines, interest, fees, or charges assessed against Permittee and/or Manager based upon its violation of the terms of this Agreement, the Code or any other law, ordinance, rule, or regulation of any governmental authority.

12.1 *All Actions on Permittee's Behalf.* It is understood and agreed that everything done by Manager in the performance of its obligations hereunder, and all expenses incurred pursuant thereto, shall be and on behalf of Permittee and for Permittee's account.

13. *Management Fee.* Permittee agrees to pay Manager as compensation the following percentages of the gross receipts realized by Permittee for alcoholic beverage service charges at the Complex (the "Management Fee") during the previous calendar month:

- (a) Forty Percent (40%) of Gross Receipts realized by Permittee for alcoholic beverage service charges at the Complex (including service charges collected on behalf of Permittee hereunder);

As used herein, the term "gross receipts" shall mean all monies paid or payable to Permittee for alcoholic beverage service charges at the Complex under the alcoholic beverage licenses or permits issued to Permittee by the Commission for its operations at the Complex.

14. *Insurance.*

14.1 *Insurance Coverage.* Permittee will secure and maintain at all times during the

term of this Agreement, liquor liability insurance with a separate liability limit of \$1,000,000 either as a separate policy or endorsement. Forty Percent (40%) of the cost of the liquor liability insurance shall be reimbursed by Manager annually. The annual cost will be prorated over a twelve (12) month period. Permittee shall cause Manager to be at all times named as an additional insured on such policies.

14.2 *Policies.* All policies of insurance shall be written by solvent insurance companies admitted to do business in the State of Texas that have at least an “A” rating with AM Best.

15. *Events of Default; Notice.* The following events shall be deemed an event of default (“Event of Default”) under this Agreement:

- (a) Any violation or default by either party of any requirement under the Code for which it is responsible hereunder, or the violation of any law, ordinance, rule, or regulation of any governmental authority;
- (b) The failure by either party to perform or observe the covenants, terms, and conditions of this Agreement.

Upon the occurrence of an Event of Default by one party under the terms of this Agreement, the other party shall give the defaulting party written notice of its intention to terminate this Agreement unless the Event of Default is cured on or before the expiration of thirty (30) days from the receipt of such notice. If the defaulting party fails or refuses to cure the Event of Default on or before the expiration of the thirty (30) day period, this Agreement shall be terminated at the end of such period without further notice or demand.

No waiver by the parties hereto of any default or breach of any term or agreement of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term or agreement contained herein.

16. *Miscellaneous.*

16.1 *Exhibits.* All exhibits, attachments, annexed instruments, and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied in full length herein.

16.2 *Captions.* The captions or headings of paragraphs in this Agreement are inserted for convenience only and shall not be considered in construing the provisions hereof if any questions of intent should arise.

16.3 *Assignment.* This Agreement shall not be assignable without the prior written consent of the non-assigning party.

16.4 *Notices.* Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party hereto at its respective address set out above, or at such other address as it has theretofore specified by written notice delivered in accordance herewith.

16.5 *Governing Law.* THIS AGREEMENT IS PERFORMABLE IN BELL COUNTY, TEXAS, AND IS BEING EXECUTED AND DELIVERED IN THE STATE OF TEXAS, AND THE LAWS OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT.

16.6 *Attorneys' Fees.* If either party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover its attorneys' fees and all court costs in addition to all other relief. "Prevailing party" shall include, without limitation, a party who obtains substantially the relief or result sought by it from the other party in any such action irrespective of whether such relief or result is obtained prior to or following full adjudication on the merits.

16.7 *Entirety; Amendments.* This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Complex, and may be amended or supplemented only by an instrument in writing executed by the parties.

16.8 *Severability.* If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the contract.

16.9 *Time of the Essence.* It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

16.10 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

EXECUTED as of the date first written above.

PERMITTEE:

City of Killeen
a municipal corporation
Civic & Conference Center Complex

By _____
Glenn Morrison, City Manager

MANAGER:

YH SH LLC DBA Jester's

By _____
Sam Halabi
Co-Owner

By _____
Younes Halabi
Co-Owner



City of Killeen

Legislation Details

File #: RS-16-015 **Version:** 1 **Name:** Joint Election Agreement with KISD
Type: Resolution **Status:** Resolutions
File created: 1/26/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Contract](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Hold a Joint General Election with Killeen Independent School District (KISD)

ORIGINATING DEPARTMENT

City Attorney/City Secretary

BACKGROUND INFORMATION

State law authorizes political subdivisions that may be conducting elections on the same day to contract for joint voting. This allows the voters the opportunity to vote in both the school and city elections at one location for early voting and Election Day. In order to effect this change, the law requires the governing bodies of each political subdivision to enter into an agreement.

DISCUSSION/CONCLUSION

On May 7, 2016, the City of Killeen will conduct a general election for the offices of Mayor and three (3) council members-at-large. On the same day the Killeen Independent School District (KISD) will conduct its general election.

These two agreements cover early voting and Election Day cost sharing and obligations. The "Contract for Election Services - Early Voting" provides for early voting conducted by the City Secretary on behalf of both entities. KISD will reimburse the city for its one-half (1/2) share of the personnel and miscellaneous costs associated with conducting the early voting. Should KISD not be required to conduct an election, Killeen will bear the entire cost of the early voting. The "Contract for Election Services - Election Day" also provides that the City Secretary will conduct the election on behalf of both entities, and KISD will reimburse the city one-half (1/2) of personnel and associated costs. Again, an entity not required to hold an election shall not be required to participate in costs.

FISCAL IMPACT

The estimated cost for holding a general election is \$60,000. Should KISD have an election, the overall cost will be reduced by half. \$60,000.00 is budgeted in the FY 2016 budget, account #010-1010-416.50-45.

RECOMMENDATION

Staff recommends City Council adopt the attached resolution to hold a joint general election with KISD and authorize the City Manager to enter into the agreements.

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES - **Early Voting**
COUNTY OF BELL §

THIS CONTRACT made this ____ day of February 2016, by and between the City of Killeen, hereinafter called “Killeen,” and the Killeen Independent School District, hereinafter called “KISD,” pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 7, 2016, election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** Killeen’s Contracting Officer shall procure the personnel as required to conduct early voting at the Main Early Voting location and the two temporary branch early voting locations. In addition, KISD’s contracting officer shall procure the personnel as required to conduct early voting at the administration office.

The order of election and notice of election includes the locations of early voting, and Killeen agrees to support KISD in early voting at the Gilmore Senior Center, Lions Club Senior Center, and City Hall. Killeen will be responsible for the ordering of voter registration lists for early voting within the city limits of Killeen. KISD shall be responsible for ordering voter registration lists for precincts located wholly outside of the Killeen city limits and have responsibility for staffing and operation of early voting at a location to be determined by KISD.

4. **DUTIES AND SERVICES OF KILLEEN:**

- A. Qualify voters.
- B. Maintain poll list for early voting by personal appearance.
- C. Maintain signature roster for early voting by personal appearance.
- D. Provide copies of any documents as requested by KISD.

5. **COST OF SERVICE.** KISD shall compensate Killeen for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable personnel costs for election officials. KISD shall compensate Killeen one-half of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties. Killeen shall compensate KISD for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties.

Individual parties to this contract shall obtain preclearance authorization from the United States Department of Justice necessitated by any change of condition applying to that party that requires preclearance.

6. **TERMINATION.** In the event that all positions in the KISD or Killeen election are uncontested and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification of other party in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses.

7. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the ____ day of February 2016.

CITY OF KILLEEN

By _____
Glenn Morrison, City Manager

ATTEST:

Dianna Barker, City Secretary

KILLEEN INDEPENDENT SCHOOL DISTRICT

By _____
Terry Delano, Board President

ATTEST:

Minerva Trujillo, Board Secretary

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES - **Election Day**
COUNTY OF BELL §

THIS CONTRACT made this day of February 2016, by and between the City of Killeen, hereinafter called “Killeen,” and the Killeen Independent School District, hereinafter called “KISD,” pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 7, 2016, election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** For voters living within the city limits, Killeen’s Contracting Officer shall procure and prepare the lists of registered voters, ballots, voting equipment, and personnel as required to conduct Election Day voting.

The order of election and notice of election includes the precinct locations of voting on Election Day, and Killeen agrees to support KISD in such voting. Killeen will be responsible for acquiring the election equipment from a company certified by the State of Texas. KISD shall be responsible for ordering voter registration lists and equipment for precincts located wholly outside the Killeen city limits and have responsibility for the staffing and operation of those precincts.

The thirteen city precincts and locations (subject to availability) are as follows:

- Precinct #106 – Transforming Life Fellowship
- Precinct #109 – St. Joseph’s Catholic Church
- Precinct #203/208/209/210 – Cedar Valley Elementary School
- Precinct #201/204 – Fire Station #3
- Precinct #205 – Jackson Professional Learning Center
- Precinct #206/402/409 – Lions Club Park Senior Center
- Precinct #207 – Copper Mountain Branch Library
- Precinct #404 – Fire Station #7
- Precinct #405 – Robert M. Shoemaker High School
- Precinct #406 – Central Fire Station
- Precinct #401/412/413 – Haynes Elementary School
- Precinct #408 – Fire Station #5
- Precinct #410 – Fire Department Support Facility

4. **DUTIES AND SERVICES OF KILLEEN:**

- A. Qualify voters.

- B. Maintain poll list of voters.
- C. Maintain signature roster of voters.
- D. Provide copies of any documents as requested by KISD.

5. **COST OF SERVICE.** KISD shall compensate Killeen for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable personnel costs for election officials. KISD shall compensate Killeen one-half of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

6. **TERMINATION.** In the event that all positions in the KISD or Killeen election are uncontested and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification to the other party in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses.

7. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the _____ day of February 2016.

CITY OF KILLEEN

By _____
Glenn Morrison, City Manager

ATTEST:

Dianna Barker, City Secretary

KILLEEN INDEPENDENT SCHOOL DISTRICT

By _____
Terry Delano, Board President

ATTEST:

Minerva Trujillo, Board Secretary



City of Killeen

Legislation Details

File #: RS-16-016 **Version:** 1 **Name:** VoteSafe Agreement
Type: Resolution **Status:** Resolutions
File created: 2/1/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution to enter into an Interlocal Agreement with Bell County for VoteSafe.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Council Memorandum Agreement](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Enter into an Interlocal Agreement with Bell County to use their registered voter software, VoteSafe, for the May 2016 general election.

ORIGINATING DEPARTMENT

City Secretary/City Attorney

BACKGROUND INFORMATION

Since the 2004 municipal election, the City has used Bell County's fiber optic network to access voter records. This system works extremely well and shortens the length of time a voter has to wait for his or her voter status to be checked.

DISCUSSION/CONCLUSION

The City has three locations for early voting: City Hall, Lions Park Senior Center and the Gilmore Senior Center. Without access to the Bell County Voter Registration database, it is necessary to fax sign-in sheets between the locations. Personnel at each location must then mark the voter lists to eliminate the possibility of someone voting twice. In order to have access to Bell County's system for a regular City election, it is necessary to enter into an Interlocal Cooperation Agreement for services.

Using this system, the City will be able to set up a database to track not only those who voted early, but following the election those voting on Election Day will be marked. This will allow the City to save those records for as long as deemed "administratively valuable." The agreement provides for additional one-year agreements, and it may be terminated by either party upon thirty days' notice.

FISCAL IMPACT

The fee is \$1,200.00 for twelve months' access to the system, plus \$85.00/hr for county tech fees, and \$100.00/hr for county programmer fees. It is anticipated that we will be charged for approximately two (2) hours of tech time and a minimal amount of programming fees, which will be billed separately. The amount due immediately is \$1,200.00. Funds are available in the City Secretary's budget (010-1010-416.50-45) to pay this expense.

RECOMMENDATION

Staff recommends that the City Manager be authorized to execute the attached Interlocal Cooperation Agreement on behalf of the City of Killeen, Texas.

IN THE COUNTY OF BELL §

§ **INTERLOCAL COOPERATION
AGREEMENT**

STATE OF TEXAS §

WHEREAS, the parties to this agreement believe that it is in the best interest of the public to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of intergovernmental contracting authority at the local level including contracts between counties and other political subdivisions as permitted by the Government Code 791.011; and Vernon's Ann. Tex. Stat.; and

WHEREAS, the parties to this agreement believe that effective utilization of publicly developed computer software is in the best interest of the public;

THEREFORE BE IT RESOLVED AND AGREED THAT the Commissioner's Court of Bell County, Texas known as "The County," and the City of Killeen, known as "The City," who are parties to this agreement, enter into a contract for the purposes as set out in the next paragraph.

PURPOSE

To make use of Bell County Computer software developed to process and maintain records regarding early voting and to use the Bell County fiber optic network to access these programs and the data related thereto.

TERM

This agreement shall be for a term of one year beginning from the date of execution by both parties, and it shall be renewable for additional one-year increments upon agreement to services required and provided for the cost thereof by both parties. Either party may terminate this agreement for any reason with a thirty (30) days written notice to the other party.

MODIFICATION

This agreement constitutes the entire agreement between the parties, and it may be modified only by mutual consent of the parties and changes become effective when stated in writing, approved by the governing bodies of the parties and executed by the authorized representative of The County and The City.

FEES

The City agrees to pay The County the following fee, which has been agreed upon by both parties to this contract, \$1,200.00. Additional fees for installation of programs and network

setups will be billed at a rate of \$85.00/hr. for technical work and \$100.00/hr. for programing. The payment of said fees shall be made in advance by check made payable to Bell County. Each party paying for the performance of governmental functions or services must make those payments from current revenue available to the paying party.

INDEMNIFICATION

The City agrees to indemnify and save The County from all claims, demands, or allegations of damages of any person or persons by the reason of the execution of the terms of this agreement, if such claims, demands, or allegations of damages are not the result of negligent acts of The County, its employees or authorized agents.

EXECUTION

This agreement, having been approved by the Commissioner’s Court of Bell County and the City of Killeen, become effective on the date below, and both parties bind themselves to this agreement as evidenced by the authorized signatures below.

Signed and executed this _____ day of _____ 2016.

BELL COUNTY, TEXAS

CITY OF KILLEEN, TEXAS

Jon Burrows, County Judge

Glenn Morrison, City Manager

Shawn Snyder, Elections Administrator

Dianna Barker, City Secretary



City of Killeen

Legislation Details

File #: RS-16-017 **Version:** 1 **Name:** Change Order No.4 Trimmer Road Widening
Type: Resolution **Status:** Resolutions
File created: 1/26/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing Change Order No. 4 to McLean Construction, Inc. for the Trimmier Road Widening Project.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Change Order](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 4 TO MCLEAN CONSTRUCTION, INC, FOR THE TRIMMIER ROAD WIDENING PROJECT

ORIGINATING DEPARTMENT

PUBLIC WORKS - TRANSPORTATION DIVISION

BACKGROUND INFORMATION

Due to the increasing volumes of traffic on and around Trimmier Road, on March 26, 2013, the City Council authorized staff to enter into a Professional Services Agreement with Mitchell and Associates, Inc., to prepare the designs for road widening and additional access improvements along Trimmier Road spanning from Jasper Drive to Elms Road, coinciding with construction being completed through the Texas Department of Transportation's (TxDOT) US 190 widening project (CCM/R 13-029R.). On September 23, 2014, the City Council authorized awarding a construction contract to McLean Construction, Inc. in the amount of \$6,845,845.00 (CCM/R 14-129R).

DISCUSSION/CONCLUSION

Change Order No. 4 will modify plan quantities for items of work for the City's Trimmier Road Widening project, relocating the existing waterline to allow for the installation of upgraded storm drainage. This work is being performed in the right-of-way area on the eastside of Trimmier Road between Bacon Ranch Road and Lowes Boulevard. The Change Order will also add 22 days to the project time.

FISCAL IMPACT

Funding for Change Order No. 4 in the amount of \$98,986.85 is available in the Trimmier Road Widening Project account 347-3490-800.58-76. The change order results in a total contract price of \$7,382,056.35, or a cumulative 7.83% increase to the original contract.

RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute Change Order No. 4 with McLean Construction, Inc., increasing the cost of the contract by \$98,986.85.

CHANGE ORDER

No. 4

OWNER: CITY OF KILLEEN
 CONTRACTOR: McLean Construction, Inc
 Contract: CSJ 0909-36- 147 RPIC: William K. Swearingen, Jr., P.E.
 Project: Trimmier Road Widening
 OWNER's Contract No. 313-002 OWNER's Bid No. 14-14
 ENGINEER: William K. Swearingen, Jr. P.E. ENGINEER's Contract No. N/A

You are directed to make the following changes in the Contract Documents:

Description: This change order is for a change in design to the storm drainage on Trimmier Road near the Elms Road intersection and the relocation of a waterline on Trimmier Road between Bacon Ranch Road and Lowes Blvd.

Reason for Change Order: The changes in design scope was the result of conflicts in design between existing waterlines and proposed storm drainage lines which resulted in changes in bid quantities and adding additional items of work. (See attached worksheet.) The unit bid price for the work was reviewed and found to be fair, reasonable, and equitable.

Attachments: Bid Items worksheet.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>6,845,845.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>3</u> : \$ <u>437,224.50</u>
Contract Price prior to this Change Order: \$ <u>7,283,069.50</u>
Net increase (decrease) of this Change Order: \$ <u>98,986.85</u>
Contract Price with all approved Change Orders: \$ <u>7,382,056.35</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>572</u> Ready for final payment: <u>602</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>352</u> Ready for final payment: <u>382</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>924</u> Ready for final payment: <u>954</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>22</u> Ready for final payment: <u>22</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>946</u> Ready for final payment: <u>976</u> (days or dates)

RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

Date: _____

APPROVED:

By: _____
TxDOT (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

JOB NAME: TRIMMIER ROAD WIDENING

Line	Item	Description	Quantity	UOM	Unit Price	Reduced Amount	Added Amount	Total Amount
(27)	464 2003	RC PIPE (CL III)(18 IN)	-3	LF	51.80	-155.40		-155.40
(33)	465 2027	INLET (COMPL)(CURB)(TY II)(10')	-2	EA	7,697.00	-15,394.00		-15,394.00
(49)	530 2010	DRIVEWAYS (CONC)	122	SY	60.00		7,320.00	7,320.00
(54)	531 2015	CONC SIDEWALK (4")	26	SY	50.00		1,300.00	1,300.00
(124)	COK 4000	COK 10' INLET	2	EA	8,110.00		16,220.00	16,220.00
(133)	COK 6002	RELOCATE WATER METER	1	EA	1,283.00		1,283.00	1,283.00
(138)	COK 6007	RELOCATE FIRE HYDRANT	1	EA	2,202.00		2,202.00	2,202.00
(143.1)	7015 001	REMOVING CONC (SIDEWALK OR RAMP)	180	SY	29.00		5,220.00	5,220.00
(143.2)	7016 001	REMOVING CONC (DRIVEWAYS)	140	SY	79.00		11,060.00	11,060.00
(143.3)	7017 001	RELOCATE IRRIGATION SYSTEM	1	EA	3,279.00		3,279.00	3,279.00
(143.4)	7018 001	6" C900 PVC WATER LINE	640	LF	55.90		35,776.00	35,776.00
(143.5)	7019 001	6" 90 DEG BEND	1	EA	680.00		680.00	680.00
(143.6)	7020 001	6" TAPPING SLEEVE & VALVE	1	EA	2,241.00		2,241.00	2,241.00
(143.7)	7021 001	6" TEE	3	EA	749.00		2,247.00	2,247.00
(143.8)	7022 001	6" VALVE	3	EA	1,383.00		4,149.00	4,149.00
(143.9)	7023 001	6" PLUG	1	EA	475.00		475.00	475.00
(143.10)	7024 001	TAP AND NEW WATER SERVICE	4	EA	2,579.00		10,316.00	10,316.00
(143.11)	7025 001	TAP AND NEW LANDSCAPING SERVICE	1	EA	3,570.00		3,570.00	3,570.00
(143.12)	7026 001	RIPRAP (CONC) (5 IN)	11.25	CY	437.00		4,916.25	4,916.25
(143.13)		RESTOCK FEE FOR TY II 10' INLET	2	EA	1,141.00		2,282.00	2,282.00
		TOTAL				-15,549.40	114,536.25	98,986.85

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-12974

Date Filed:
02/12/2016

Date Acknowledged:

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

McLean Construction
Killeen, TX United States

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

City of Killeen

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

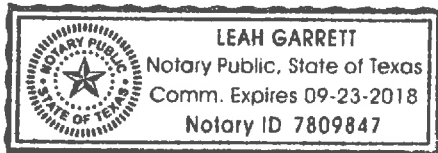
090936147
Trimmier Road Widening

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Villalpando, Mario	Killeen, TX United States		X
Shepherd, Steve	Killeen, TX United States		X
McLean, James	Killeen, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Steve Shepherd
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said STEVE SHEPHERD, this the 12th day of FEBRUARY, 20 16, to certify which, witness my hand and seal of office.

Leah Garrett
Signature of officer administering oath

LEAH GARRETT
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-018 **Version:** 1 **Name:** Lease Agreement Extension
Type: Resolution **Status:** Resolutions
File created: 1/28/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution to extend a lease agreement for 218B E. Avenue D from March 31, 2016, to May 31, 2016.
Sponsors: Information Technology Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Lease Agreement](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM Extending the lease agreement for 218B E. Avenue D

ORIGINATING DEPARTMENT IT Services

BACKGROUND INFORMATION

The City currently leases property at 218B E. Avenue D, occupied by the IT Services Department. The current lease expires on March 31, 2016.

DISCUSSION/CONCLUSION

Since 2001, the City has leased this property to house the IT Services Department. The owner had agreed to maintain the monthly lease payments at \$3,800.00 per month for the upcoming term. Staff believes that the lease should be extended by two months to allow time for the IT Services Department to move to Cornerstone and for Building Services to prepare the building for return to the owner.

FISCAL IMPACT

Funding in the amount of \$7600.00 is available on account 010-2705-419.44-55 (\$2850) and 550-2705-419.44-55 (\$4750).

RECOMMENDATION

That the City Council authorize the City Manager to extend the lease for 218B E. Avenue D from March 31, 2016, to May 31, 2016.



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE AMENDMENT

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AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING
THE LEASED PREMISES AT 218-B East Avenue D, Killeen, TX 76541

Effective on April 1, 2016, Landlord and Tenant amend the above-referenced lease as follows:

- A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:
(1) changed to
(2) contains approximately square feet.
B. Term:
(1) The length of the term stated in Paragraph 3A is changed to months and days.
(2) The Commencement Date stated in Paragraph 3A is changed to
(x) (3) The Expiration Date stated in Paragraph 3A is changed to May 31, 2016.
C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:
\$ from to ;
\$ from to ;
\$ from to ;
\$ from to ;
\$ from to ;
D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to \$
E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:
Para. No. Description Responsible Party
F. Parking:
(1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed to vehicles.
(2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to vehicles.

- (3) Assigned Parking: Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to _____

_____.

- (4) Parking Rental: The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to \$ _____.

- G. Other: Paragraph(s) _____ are changed to read *(cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes)*:

Landlord: F. F. Assed

Tenant: City of Killeen

By: F. F. Assed

By: Glenn Morrison

By (signature): _____

By (signature): _____

Printed Name: F. F. Assed

Printed Name: Glenn Morrison

Title: Owner Date: _____

Title: City Manager Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____



City of Killeen

Legislation Details

File #: RS-16-019 **Version:** 1 **Name:** Food & Beverage Concessionaire Services
Type: Resolution **Status:** Resolutions
File created: 1/29/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing a professional services agreement with Mama's Soul Catering and Concession, LLC. for food and beverage concession services at Parks and Recreation facilities.
Sponsors: Community Services Department, Killeen Parks & Recreation
Indexes:
Code sections:
Attachments: [Council Memorandum Agreement](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**PROFESSIONAL SERVICES AGREEMENT
WITH MAMA'S SOUL CATERING AND
CONCESSION, LLC FOR FOOD AND BEVERAGE
CONCESSION SERVICES AT PARKS AND
RECREATION FACILITIES**

ORIGINATING DEPARTMENT

Community Services/Parks and Recreation

BACKGROUND INFORMATION

Parks and Recreation offers a variety of programming at several facilities within the park system. These programs are conducted at Lions Club Park Baseball / Softball Fields, Lions Club Park Multi-Purpose Fields, Family Aquatic Center, Killeen Athletic Complex, and Davis Fields. These locations feature five city-owned concession facilities. Concession services at these facilities have been outsourced to private entities for the past fifteen years. The existing agreement was authorized by City Council in 2011 and expires in February 2016.

DISCUSSION/CONCLUSION

Staff advertised RFQ 16-06 for Food and Beverage Concessionaire Services December 20, 2015 - December 27, 2015. The deadline to submit a proposal was January 11, 2016. One submittal was received to provide food and beverage concessionaire services at City of Killeen concession facilities as outlined in RFQ 16-06.

The submittal that was received was from Mama's Soul Catering and Concession, LLC. The submittal meets all of the requirements outlined in RFQ 16-06. Mama's Soul Catering and Concession, LLC has served as the concessionaire at all of the facilities outlined in RFQ 16-06 for the previous five years. Service levels and responsiveness to the needs of the patrons have never been an issue during this time frame. Compliance with all the parameters outlined in the previous agreement was met.

FISCAL IMPACT

RFQ 16-06 outlines monthly fees due to the City of Killeen by the chosen service provider. Pursuant to the agreement, the chosen service provider will pay monthly installments, totaling \$24,750.00 per year over the duration of the contract period. The contract is for two years with the option to renew for three additional one-year terms. The revenue for the two-year period would be \$49,500.00. The contract has a maximum revenue potential of \$123,750.00 if the additional option years are utilized.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to enter into a professional services agreement with Mama's Soul Catering, LLC for food and beverage concessionaire services at the facilities outlined in RFQ 16-06, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

LETTER OF AGREEMENT

This is a Letter of Agreement between the City of Killeen (referred to herein as “City”) and Mama’s Soul Catering and Concession, LLC (referred to herein as “Contractor.”) This Agreement is made this 23rd day of February 2016.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

Definitions

City is identified as the City of Killeen.

Contractor is identified as Mama’s Soul Catering and Concession, LLC. Under no circumstances shall the Contractor be deemed an employee, agent, or representative of the City.

The parties intend that the Contractor, in performing services specified in this agreement, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while he is under contract with the City. Contractor is not entitled to participate in any benefits that the City provides for its employees.

Scope of Agreement

The purpose of this Agreement is to provide food and beverage concessionaire services at city-owned athletic facilities and the Family Aquatic Center.

Contractor agrees to perform according to duties and responsibilities, including, but not limited to the following:

- A. The Contractor agrees to operate four (4) city owned concession stands at Lions Club Park, and one (1) city owned concession stand at the Killeen Athletic Complex. Food and drink items sold at the concession will include, but not limited to bottled water, sports drinks, carbonated beverages, popcorn, nachos, hot dogs and prepackaged potato chips. The Contractor agrees not to sell the merchandise in glass containers or in such other containers that may pose a risk or hazard to the safety of the customers, participants or spectators at the facility.
- B. Contractor agrees to provide all equipment, supplies, and qualified personnel necessary for the operation of said concession stand during all regularly scheduled events / activities. Equipment may include grills, vent hoods and suppression systems, ice machines and refrigeration equipment, sinks and other equipment necessary to provide complete operation of said concession stands.

- C. The city is not responsible for the loss of product due to electrical outages or equipment failure.
- D. Contractor is responsible for the maintenance of said concession. Furthermore, Contractor agrees to undertake any and all repairs necessary for the safe and continued operation of said concession stands. The Contractor shall not make any structural alternatives, repairs, or improvements to the premises, without written permission from the Executive Director of Community Services.
- E. Contractor agrees to be responsible for any equipment, inventory or other personal property left in the concession area.
- F. Trash – Concession Contractor shall be responsible for all trash within 25 feet of the concession facility and such trash/debris must be removed on a daily basis by the concession Contractor. Trash is to be placed in trash bags and placed in the site dumpsters on a daily basis. No trash is to be left over night in the concession facility or in bags sitting outside the facility.
- G. Delivery trucks/vehicles – No delivery trucks/vehicles will be permitted within the complex after 4:00 p.m. Monday – Friday for league game days and not after 6:00 a.m. on weekend game days. For special events held Thursday – Sunday, no delivery truck/vehicles will be permitted in the complex after 6:00 a.m.
- H. Contractor agrees and understands to operate the concession stands during all scheduled events during the term of the agreement. It is also understood that some events may be postponed or canceled due to weather or other unforeseen circumstances; and some events may last longer than scheduled. The Contractor agrees to have the concession stand facility open 30 minutes prior to the first scheduled event of the day. The Contractor agrees to keep the concession stand facility open to the public until the conclusion of the last event of the day.
- I. The estimated annual amount of activities to be scheduled at Lion’s Club Sports Complexes and Aquatic Facility, and Killeen Athletic Complex is as follows:
 - 1. Lions Club Sports Complex – Youth Soccer (February – March and May - July) games will be played on 5 multipurpose fields. Games will be scheduled on 2-4 weekdays (5:30 p.m. – 8:30 p.m.) and Saturdays (8:00 a.m. – 2:00 p.m.). The league is comprised of roughly 600 participants.
 - 2. Lions Club Sports Complex and Killeen Athletic Complex – Youth baseball/softball (April - July) games will be played on 10 fields. Eight fields at Lions Club Sports Complex and 2 fields and Killeen Athletic Complex. Games will be scheduled 4-6 days a week, excluding Sunday. Weekday games will be played during the hours of 5:30 p.m. – 10:00 p.m. Saturday games will be 8:30 a.m. to 3:00 p.m. The league is comprised of roughly 1750 participants / 125 teams.

3. Lions Club Sports Complex – Youth Flag Football (October 1 – December 1) – games will be played on 5 multi-purpose fields. Games will be scheduled on 2-3 weekdays (5:00 p.m. – 9:00 p.m.) and Saturdays (8:00 a.m. to 3:00 p.m.). The league is comprised of roughly 285 participants / 24 teams.
 4. Killeen Athletic Complex – Adult Softball League (mid February – Mid November) games will be played Monday through Thursday (6:00 p.m. – 10:00 p.m.) This play will be broken down into two leagues; either Spring, Summer or Fall. Leagues are comprised of roughly 45 teams per league.
 5. Killeen Athletic Complex / Lions Club Park – Tournaments (March - October) during these months the potential exists that the city will be hosting various state and national tournaments. The service provider can expect 2-4 tournaments to be conducted during this time period. These events will take place Thursday - Monday. However, in most cases, these events will be Friday through Sunday.
 6. Family Aquatic Center – Normal hours of operation (mid May – mid September, Monday – Friday 11:00 a.m. – 6:30 p.m., Saturday 10:00 a.m.- 6:30 p.m., Sunday 1:00 p.m. – 6:30 p.m.). Special events (mid May – mid September, Friday and Saturday (7:00 p.m. – 11:00 p.m.).
- J. The Contractor understands that inclement weather may force the rescheduling of activities to alternate date and times.
- K. The Contractor understands that proposed dates of activities are an estimate and may be altered.
- L. The Contractor understands that the aforementioned playing / activity dates and number of participants / attendees are based on previous year's totals and may be significantly higher or lower.
- M. Contractor agrees and understands that the City may schedule games or tournaments for nonprofit groups. Said groups may make an arrangement with the Contractor to receive a percentage of sales for use in defraying operating costs of said tournaments.
- N. The City of Killeen will have the exclusive right to contract with various vendors to set up and provide additional food services in addition to what the designated service provider is providing. This will be reviewed with the concession Contractor prior to contracts being executed.
- O. The Contractor shall not provide concession services outside of the actual concession stand structure without written consent from the Executive Director of Community Services.

- P. Contractor will place a personal lock on the concession stand and provide a minimum of two (2) keys to the Executive Director of Community Services. The City retains the privilege of access to the structures for routine maintenance, inspection and emergencies.
- Q. A pre- and post-inspection of the facilities shall be performed by the Contractor and a Parks and Recreation Department supervisor. All building discrepancies and deficiencies shall be recorded during this inspection. Parks and Recreation Department personnel will conduct a monthly inspection of the concession stand facilities on or about the 15th of each month.
- R. Interruption of service clause – The Executive Director of Community Services may at any time for just cause order the entire concession or any portion of the concession closed down. Just cause shall include, but not be limited to the protection of the public; conflict with approved Killeen Parks and Recreation sponsored or co-sponsored special events. Written notice of such mandatory closing shall be provided by the Executive Director of Community Services to the service provider 72 hours prior to the effective mandatory period of cease in services.
- S. Contractor agrees to secure any necessary permits or consents required by virtue of its activities, and that all service and preparation areas shall conform with relevant standards established by the Texas Department of Health, the Bell County Health Department and the City of Killeen.
- T. Contractor agrees that alcoholic beverages shall not be sold in or upon the concession stands of public park and recreation areas.
- U. The City agrees to pay all utilities.
- V. All concession signage will be professionally prepared and provided by the Contractor. All signage shall be approved by the City. No hand written signs or banners will be hung from the concession facility or displayed in the complex.
- W. Price of product after initial price scale is approved by the city shall not increase by more than 10% in the first two years combined. No price increases can be made in the first year after the initial contract is implemented. However, if there is a significant increase in product price, the service provider may appeal to the Executive Director of Community Services for a price increase.
- X. This contract may be cancelled, without penalty, by either party by providing sixty (60) days written notice to the other party. Termination under this paragraph shall not relieve the Contractor of any obligation or liability that has occurred prior to cancellation. Upon receipt of the written notice of cancellation of this

contract, the Contractor will need to fully vacate all facilities covered under this contract, to include all equipment and product, within 60 days.

Term of Agreement

This Agreement shall commence on February 23, 2016, and shall terminate February 23, 2018. The City will have the option for renewing the contract for three additional one year terms.

Consideration

Contractor will pay a flat rate to the city for each month of operation as listed below. Monthly payments will be due on the 15th of each month.

Financial records for all purchases, sales, and revenue shall be maintained by the Contractor and shall be subject to examination and audit by City officials at any time. The City will give reasonable notice prior to inspection of said records.

Fixed monthly rates:

Monthly Rental Rates for Parks and Recreation Concession Facilities

January	\$0
February	\$500
March	\$1,000
April	\$1,000
May	\$2,300
June	\$5,550
July	\$5,550
August	\$5,550
September	\$2,300
October	\$500
November	\$500
December	\$0

Insurance

Contractor shall take out and maintain during the life of the Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under the contract, whether such operations be by the Contractor or by a subcontractor or by

anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$500,000
- (2) Annual Aggregate - \$1,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$500,000
- (2) Annual Aggregate - \$1,000,000

Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

Texas Law

This Agreement shall be subject to and governed by the laws of the State of Texas. The parties agree that for any and all lawsuits, disputes, or causes of action, venue shall be in Bell County, Texas.

Severability

If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Subcontracts and Assignments

Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Authority

Those executing this Agreement, as duly appointed representatives of each party, each represent that they have the necessary authority to execute this Agreement.

Entire Agreement

This Agreement, together with the attached exhibits, shall represent the entire agreement by and between the parties. This agreement shall supersede and replace in its entirety any prior agreement or understanding, either written or oral. This agreement may not be changed except by written amendment duly executed by all parties. The RFQ, including any addenda, all bid forms and contractor's proposal are incorporated by reference.

SIGNED, ACCEPTED, AND AGREED TO this 23rd day of February, 2016, by the undersigned parties who acknowledge that they have read and understand this Agreement and hereby execute this legal document voluntarily and of their own free will.

Dated this the 23rd day of February, 2016.

City Of Killeen,

Contractor,

Glenn Morrison,
City Manager

Mama's Soul Catering & Concession

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.

Mama's Soul Catering & Concessions LLC
 Killeen, TX United States

Certificate Number:
 2016-10538

Date Filed:
 02/08/2016

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 goods or services to be provided under the contract.

RFQ 16-06
 Food and Beverages

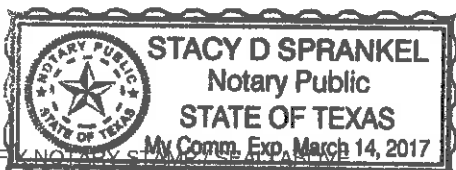
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



Ray Pruitt

 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ray Pruitt, this the 9th day of February 2016, to certify which, witness my hand and seal of office.

Stacy D Sprankel

 Signature of officer administering oath

Stacy D Sprankel

 Printed name of officer administering oath

Relationship Banker

 Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-020 **Version:** 1 **Name:** MOA DEAAG USAG
Type: Resolution **Status:** Resolutions
File created: 2/2/2016 **In control:** City Council Workshop
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the City Manager to enter into a memorandum of agreement with the United States Army Garrison Fort Hood for the submission of a Defense Economic Adjustment Assistance Grant (DEAAG) application, funding a Robert Gray Army Airfield project.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Memorandum of Agreement](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

DEAAG Grant Application for Robert Gray Army Airfield Project

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

The Defense Economic Adjustment Assistance Grant Program (DEAAG), created in 1997, is an infrastructure grant program designed to assist defense communities that are responding to or recovering from either expanded or reduced military missions or that have been positively or negatively impacted by a change in defense contracts or an announced change. Funding can also be used proactively to support installations in the event of a change or announced change by the Department of Defense. This funding is available to local municipalities to be used for negatively or positively affected communities or for projects that will increase the military value of the military installation. Grants awarded may range from \$50,000 to \$5,000,000 per project.

DISCUSSION/CONCLUSION

A team from the City of Killeen and Fort Hood met to discuss and ultimately determine projects which met the criteria set forth in the basic grant guidelines and selected a project that is critical to the mission of Fort Hood as well as provides beneficial use to the Killeen Fort Hood Regional Airport (KFHRA) and the City of Killeen. This project is the renovation and rehabilitation of the Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) facility. The ARAC houses equipment that enables qualified personnel to control all aircraft within a sixty (60)-mile radius of RGAAF. More importantly, this facility directly controls the restricted airspace and military operating areas around Fort Hood used for the training of its troops, including necessary live-fire training and unmanned aerial systems operations. Without this facility, Fort Hood would be unable to meet its power projection mission, its training mission, and its Army aviation mission. Equally, without the ARAC, the KFHRA would not function as the region's premier commercial service airport. This facility is a high-priority project which meets the needs of the Army, the City, the community, and the DEAAG Program. The project grant will be requested to fund 74% of the total project cost; 19% of the cost funded will be provided by the United States Army Garrison at Fort Hood (USAG-FH); the remaining 7% will be contributed through in-kind services provided by the USAG-FH and the City.

FISCAL IMPACT

Total project cost is estimated to be \$5,348,000. The grant will fund \$4,000,000, with a \$1,000,000 match to be funded by the USAG-FH conveyed through a memorandum of agreement with the City of Killeen. The remaining \$348,000 are "in-kind" services provided by USAG-FH and the City to include storage of the mission essential equipment, temporary maintenance facilities, utilities, all permitting and environmental, and project management and administration.

RECOMMENDATION

Recommend the Council approve the submission of a DEAG application.



DEPARTMENT OF THE ARMY

MEMORANDUM OF AGREEMENT

between

CITY OF KILLEEN, TEXAS

and

UNITED STATES ARMY GARRISON FORT HOOD

AGREEMENT NUMBER XXXX

for the

FUNDING OF A DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT

1. **SCOPE OF PROJECT:** This project is the renovation and rehabilitation of the Robert Gray Army Airfield (RGAAF) Army Radar Approach Control (ARAC) Facility. The ARAC was constructed in 1976 and has not had any significant upgrades to critical infrastructure systems since that time despite the increase in service volume and operational mission requirements. This facility houses equipment that enables qualified personnel to control all aircraft within a sixty (60) mile radius of RGAAF and directly controls the restricted airspace and military operating areas around Fort Hood that permit the training of its troops, including necessary live-fire training, unmanned aerial systems operations, and aviation training. Without this facility, Fort Hood would be unable to meet its power projection mission, its training mission, or its Army aviation mission. Equally, without the ARAC, the Killeen Fort Hood Regional Airport would not be able to function as the region's premier commercial service airport.

This project includes the replacement and upgrade of all electrical power and distribution systems; HVAC systems; emergency power systems; repair of floors, walls, ceilings, and roof; and internal structural improvements to enhance operator efficiency to meet mission requirements.

Nothing contained in this Memorandum of Agreement (MOA) is intended to limit responsibilities of the parties in reference to other Army regulations, Department of Defense (DOD) directives or instructions, or other applicable guidance.

2. **AUTHORITIES: NOT INCLUDED.**
3. **PURPOSE:** This MOA defines responsibilities and establishes support relationships between the United States Army Garrison Fort Hood (USAGFH) and the City of Killeen (City) for the renovation and rehabilitation of the ARAC, Building 90067, for the partial funding of a Defense Economic Adjustment Assistance Grant (DEAAG).
4. **RESPONSIBILITIES OF THE PARTIES:**
 - 4.1. **THE CITY WILL:**
 - 4.1.1. Serve as coordinator, designer and implementer of the construction for the ARAC facility.
 - 4.1.2. Coordinate with the USAGFH Director of Public Works to develop the 100% design drawings and specifications of the building renovation.

4.1.3. Provide all necessary actions to design the entire project and manage the construction of the project as identified in the plan and assume overall responsibility for the schedule and cost management of the project.

4.1.4. Monitor the general contractor's performance of the project.

4.1.5. Provide as-built drawings, closeout documents and warranty information on building systems of the project to the USAGFH Director of Public Works.

4.1.6. Provide 50% and 95% design for USAGFH Directorate of Public Works (DPW) review.

4.1.7. Invite USAGFH DPW to participate in all building renovation phase inspections.

4.2. USAGFH WILL:

4.2.1. Provide a project site free of contamination and environmental hazards in accordance with the Fort Hood Installation master plan. Provide any funding actions required to free the site of these encumbrances. If unforeseen contamination, environmental hazards, or existing construction are found on site during construction, the host Installation will program and fund the correction of these deficiencies as part of this project or other separate projects.

4.2.2. Advise on support of environmental issues related to the project. This includes identifying all required construction and operating permits, site-specific spill plans, and unique local requirements. Required new operating permits will be registered showing the host installation as legal owner.

4.2.3. Provide in-house resources to accomplish the Environmental Impact Analysis Process, as needed. This includes processing the initial request for environmental assessment, reviewing and commenting on the draft environmental assessments (if done by contract), and assuring environmental decision documents are published, signed and completed.

4.2.4. Serve as the user of the Installation facilities identified in this plan.

4.2.5. Review and comment on designs and specifications during the design review process. Identify all available and underlying utilities, pipelines, and similar items under or in the vicinity of the project site pertinent to the design.

4.2.6. Assure completion and approval of all necessary, installation-specific, programming documents, and provide coordination with other service organizations, as necessary.

4.2.7. The Real Property Accounting Office should sign and enter the DD Form 1354 into the Real Property Inventory within 30 working days of completion (per Army Regulation (AR) 405-45, Audit Handbook, and AR 420-1).

4.2.8. Provide for the maintenance and repair of all installed real property components upon inspection and acceptance of the completed facility.

5. PERSONNEL:

Each party is responsible for all costs of its personnel including pay and benefits, support and travel. Each party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINT OF CONTACT: The following point of contacts (POC) will be used by the parties to communicate in the implementation of this MOA. Each party may change its POC upon reasonable notice to the other Party.

6.1.1. CITY:

6.1.1.1.

Mr. Matthew Van Valkenburgh, A.A.E.

254.501.8700

mvanvalkenburgh@killeentexas.gov

6.1.2. DPW:

6.1.2.1.

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to:

6.2.1. CITY:

6.2.1.1.

Mr. Glenn Morrison

City Manager, City of Killeen

101. N. College St.

Killeen, Texas 76540

6.2.2. DPW:

6.2.2.1.

6.3. REVIEW OF AGREEMENT: This agreement will be reviewed annually on or around the anniversary of its effective date or until project is completed.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the parties, duly signed by their authorized representative.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any law, Executive Order, Directive, Instruction, be resolved by consultation between the parties in accordance with DOD Instruction 4000.19.

6.6. TERMINATION OF AGREEMENT: This agreement will be terminated upon completion of project. The MOA may also be terminated at any time upon the mutual written consent of the parties for the following reasons:

6.6.1. The DEAG is not awarded.

6.6.2. By written notice, upon mutual agreement of both parties.

6.7. TRANSFERABILITY: This agreement is not transferable except with the written consent of the parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the parties regarding the MOA's subject matter. If either party fails to meet their project responsibilities, or cause changes in the project which impact the contractual relationship between the other Party and their contractors, the other party may cancel the project and request reimbursement of any and all contracted costs incurred in support of this project.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last party signs.

6.10. EXPIRATION DATE: This agreement expires upon completion of project.

7. FINANCIAL DETAILS:

This MOA will serve as the agreement between both parties and promise to reimburse the City of Killeen for design cost and construction cost for the appropriated fund (APF) portion of the project.

7.1. AVAILABILITY OF FUNDS:

7.1.1. USAGFH: Using Miscellaneous Obligation Documents (MOD), obligate funding for the installation's share of the project, USAGFH will obligate up to \$1,000,000 contributing funds for the project. All work related to the construction phases of the projects will not proceed without expressed written Notice to Proceed by the CITY, coordinated through USAGFH DPW for the complete project as identified in the bid documents.

7.2. BILLING: The CITY will invoice USAGFH for the installation's share of the project during the various design and construction phases for the ARAC renovation. Invoice will be based on the actual fees for the project. Any additional work beyond the project estimate will be reflected in an amended funding document to cover this additional cost.

7.3. PAYMENTS OF BILLS: The City will invoice USAG Fort Hood monthly based on the percentage of work completed during that period. USAG Fort Hood shall pay invoice charges no later than thirty (30) days after the invoice for that period is provided to USAG Fort Hood. USAG Fort Hood may designate either a local representative or a corporate office to receive the official copy of the invoice.

7.4. FINANCIAL SPECIFICS: Appendix 1 is an example of the project invoice; Appendix 2 is an estimate for project design and construction.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31U.S.C.1535, as amended (the Economy Act), APF parties agree that the requirements listed in paragraph (a) of the Economic Act have been met. The Supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions. Any requested Economic Act Determination & Finding has been completed.

AGREED

FOR CITY OF KILLEEN:

FOR USAG FORT HOOD:

Glenn Morrison
City Manager

TODD M. FOX
Colonel, US ARMY
Garrison Commander

Date: _____

Date: _____



City of Killeen
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Box C
Killeen, TX 76549
254-501-8700

Invoice

Date	Invoice #
2/1/2016	Sample Inv

Bill To
United States Army Garrison Fort Hood
Street Address
Fort Hood, TX 76544

Description	Terms		Due Date
	Qty	Rate	Amount
Sample Invoice			
Make payments payable to "City of Killeen".		Total	
		Balance Due	

Fort Hood Airport Radar Approach Control Facility Estimated Costs

Phase	Element	Estimated Cost
Design / CM		\$ 450,000
Temporary Facilities		
	Building	\$ 250,000
	Remove / Reinstallation of Equipment	\$ 500,000
Upgrade Power		\$ 250,000
Facility Rehabilitation		
	Electrical	\$ 125,000
	Plumbing	\$ 250,000
	HVAC	\$ 125,000
	Appliances / Millwork	\$ 100,000
	Windows / ATRP	\$ 100,000
	Demolition	\$ 450,000
	Doors / Walls / Finishes	\$ 600,000
	Utilities	\$ 50,000
	Insurance / Bonding	\$ 50,000
	General Conditions	\$ 50,000
	Electronics / Telecommunicat ions	\$ 1,250,000
Contingency		\$ 400,000
Total Estimated Cost		\$ 5,000,000



City of Killeen

Legislation Details

File #: RS-16-021 **Version:** 1 **Name:** Hyde Estates LP
Type: Resolution **Status:** Resolutions
File created: 1/25/2016 **In control:** City Council Workshop
On agenda: 2/23/2016 **Final action:**
Title: Consider a memorandum/resolution supporting an application to The Texas Department of Housing and Community Affairs for Hyde Estates LP, an affordable housing development.
Sponsors: Community Development
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Project Overview](#)
[Resolution](#)
[Letter of Support](#)
[Site Plan](#)
[Street View](#)
[Floor Plans](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Resolution of Support for Hyde Estates LP

ORIGINATING DEPARTMENT

Community Development

BACKGROUND INFORMATION

In 1987, the U.S. Congress approved the Federal Housing Tax Credit program that is designed to produce affordable housing units across the United States. This program uses private investment by offering the sale of tax credits to investors who want to reduce their federal tax liability in exchange for cash equity needed for the development of housing units. The private capital allows the developer to reduce the mortgage on the development and pass on savings in the form of affordable rent structures. The Texas Department of Housing and Community Affairs administers the housing tax credit program which is a highly competitive program; applications are scored using a qualified allocation plan. Housing applications are evaluated and ranked based on several scoring categories. Those applicants with the highest scoring applications are awarded the housing tax credits.

DISCUSSION/CONCLUSION

The Housing Authority of Killeen, a Public Housing Authority and its nonprofit entity (Greater Killeen Housing Alliance, Inc.) with the development partner Housing Solutions Alliance, LLC have formed a development team known as Killeen Hyde Estates, LP (as Applicant). To maximize approval and receipt of the Rental Assistance Demonstration (RAD) program funding from the Department of Housing and Urban Development (HUD), the conversion of public housing units to project-based voucher-assisted units is proposed by utilizing additional funding through an application to the Texas Department of Housing and Community Affairs in the 2016 Housing Tax Credit program. In late 2015, the affiliate secured an option to purchase a 13-acre tract through its development partner. The option is conditioned on an award of housing tax credits and zoning approval, among other conditions. This proposed development, known as Hyde Estates LP, consists of 76 units of affordable housing, with one, two, three and four bedroom units. Rents will be structured to support incomes at or less than 60% of the area median income (AMI) to qualify for occupancy. Current incomes in Killeen at 60% AMI for a family of four are \$35,460.

FISCAL IMPACT

A funding commitment will require a ten dollar (\$10.00) contribution from the general fund or a reduction of fees associated with construction of the development may also be considered. The Greater Killeen Housing Alliance, Inc. proposed development would provide more than \$9 million in building construction for Hyde Estates. The Killeen Housing Alliance, Inc. is committed to using local building trades and suppliers for the proposed development as well as Minority Business Enterprises, Women Business Enterprises, and housing authority residents when possible.

RECOMMENDATION

Staff recommends that the City Council approve a resolution of support for the application to the Texas Department of Housing & Community Affairs for the Hyde Estates LP.

OVERVIEW OF HYDE ESTATES FOR KILLEEN HOUSING AUTHORITY

LIHTC OVERVIEW

The Housing Tax Credit (HTC) program is a dollar-for-dollar federal tax credit for the development of affordable housing investments. Created under the Tax Reform Act of 1986 – it gives incentives for utilization of private equity in the development of affordable housing for lower income Americans. The “credits” are governed by Section 42 of the Internal Revenue Code and provide a dollar-for-dollar reduction in the investor-taxpayer’s federal income tax for a period of ten years. LIHTC accounts for approximately 90% of all affordable rental housing created today stimulating the production and rehabilitation of nearly 2.4 million affordable units since 1986. HTC developments must maintain the affordable units for a 15-year initial compliance period with a subsequent 15-year extended use period. Maximum rents are based upon Area Median Income (AMI) limits.

The Texas Department of Housing and Community Affairs (TDHCA) is the State administering agency, receiving a fixed allocation of credits based upon a per capita allocation of \$1.75. TDHCA awards credits through a competitive annual application process. Typically, top ranked projects, as well as “set aside” category projects sponsored by non-profit organizations and projects serving areas with the greatest [affordable housing] need and those existing developments that are “at-risk” [of losing their affordable units] receive a credit allocation.

HUD CAPITAL FUND PROGRAM and RENTAL DEMONSTRATION PROGRAM

The Department of Housing and Urban Development (HUD) Public Housing Capital Fund Program (CFP) provides financial assistance to public housing authorities (PHAs) pursuant to 24 CFR 964.225, to make improvements to existing public housing through eligible activities – making physical improvements to public housing stock. A physical needs assessment (PNA) is conducted to review all of the major physical components of property to result in a long-term schedule for replacement of each component and estimated capital cost required to meet the replacement needs. As of December 2011, HUD had a capital needs backlog of \$25.6 billion, with an annual accrual rate of \$3.4 billion, from aging public housing developments- estimating a loss of 10,000 PHA units nationwide due to disposition or demolition. The Rental Demonstration Program (RAD) offers a PHA an opportunity for comprehensive renovations, replacement and expansion of needed housing while generating much needed income and resources. Compared to public housing, RAD has the potential to provide a more stable funding platform and can leverage additional funding for building improvements and development – like through the HTC program. PHAs have the opportunity to select which form of conversion to apply to the units – the Project Based Vouchers (PBV) or long term Section 8 Housing Assistance Payment (HAP) contracts. PBV offers subsidy to the units and the tenants that occupy them – maintaining that subsidy for those designated units; HAP subsidy provides the tenant the option to choose where the subsidy would apply – or taking it away from the designated units.

Under RAD, the PHA will receive capital and operating subsidy from HUD at its current level along with the PBV per unit for operating costs. Funding under RAD is not subject to congressional appropriation reductions once public housing units are converted. All residents of units converted are protected and must be given an opportunity to comment on the conversion of the public housing units. Ownership of the public housing units converts to a public entity or non-profit which helps to facilitate use of the newly converted RAD units. HUD requires interest in the property be preserved by the PHA (ownership).

OVERVIEW OF HYDE ESTATES FOR KILLEEN HOUSING AUTHORITY

The RAD legislation, in the FY 2012 Appropriations Bill (Public Law 112-55), as augmented by RAD rules and revised slightly by the FY 2015 Appropriations Act, considers and codified PHA residents' initial concerns with the RAD conversions, including:

- Continued occupancy with no rescreening upon conversion
- No permanent displacement
- Right to return, if temporarily relocated
- No loss of public housing units, with a de minimis exception
- Limitations on rent increases
- Lease and grievance procedures
- Resident participation and consultation
- Jobs and self-sufficiency
- Long term affordability and public ownership

The 84th Texas Legislature – specifically SB 1804 and HB 2926 directly impacted how RAD will be implemented in Texas allowing for HUD RAD approved participants to apply for the Texas LIHTC program under the “at-risk” set aside for tax credit allocations with provisions on contract rent adjustments, tenant incomes remaining at 30%, RAD underwriting at a 5% vacancy rate, property transfer to a new “partner”, existing PHA land being leased to the “partnership” from the PHA, debt coverage ratios of 1.15-1.35%, proof of bonafide debt for inclusion in eligible basis for credits, and other platform requirements.

HOUSING AUTHORITY OF KILLEEN-GREATER KILLEEN HOUSING ALLIANCE, INC. and RAD

PHA's in Texas are created through the Texas state legislation, Local Government Code, Chapter 392 and owned and operated at the local level by the housing authority. A cooperative agreement must be in place between the PHA and the locality. The Housing Authority of Killeen has had a cooperative agreement in place with the City since the mid 1960's.

The Housing Authority of Killeen, for the purposes of meeting RAD requirements, formed a non-profit entity affiliate – Greater Killeen Housing Alliance, Inc. In 2014, the nonprofit incorporated and registered with the Texas Secretary of State. The governing board is the same as the Housing Authority of Killeen. Housing authority residents were also consulted about the RAD conversion as well as in the election/approval of the board of directors for the nonprofit entity.

After the recent completion of a physical needs assessment, results indicated there was significant need for renovation to the Moss Rose development (75 units) and comprehensive rehabilitation of the High View development (70 Units). In December 2013, after consultation with the resident tenants approving the application and submittal, the Housing Authority of Killeen submitted an application to HUD for the RAD conversion of its public housing units at High View and Moss Rose. The RAD application was approved in March 2015 with priority for Moss Rose; then High View.

Site conditions, aging infrastructure, and age of the individual housing structures (1950's) required consideration for a new location for the Moss Rose units; eligible under significant renovation. The PHA and development partner Housing Solutions Alliance (HSA), LLC of Dallas, Texas are moving forward with the RAD conversion. In order to provide a stronger financial footing, an application will be submitted to TDHCA in the at-risk set aside category for an allocation of housing tax credits. Investor contributions from an award of tax credits can typically provide 75% or more of the financial resources with grants or other private debt providing the balance.

OVERVIEW OF HYDE ESTATES FOR KILLEEN HOUSING AUTHORITY



Existing Units at Moss Rose

2016 TDHCA APPLICATION FOR HOUSING TAX CREDITS

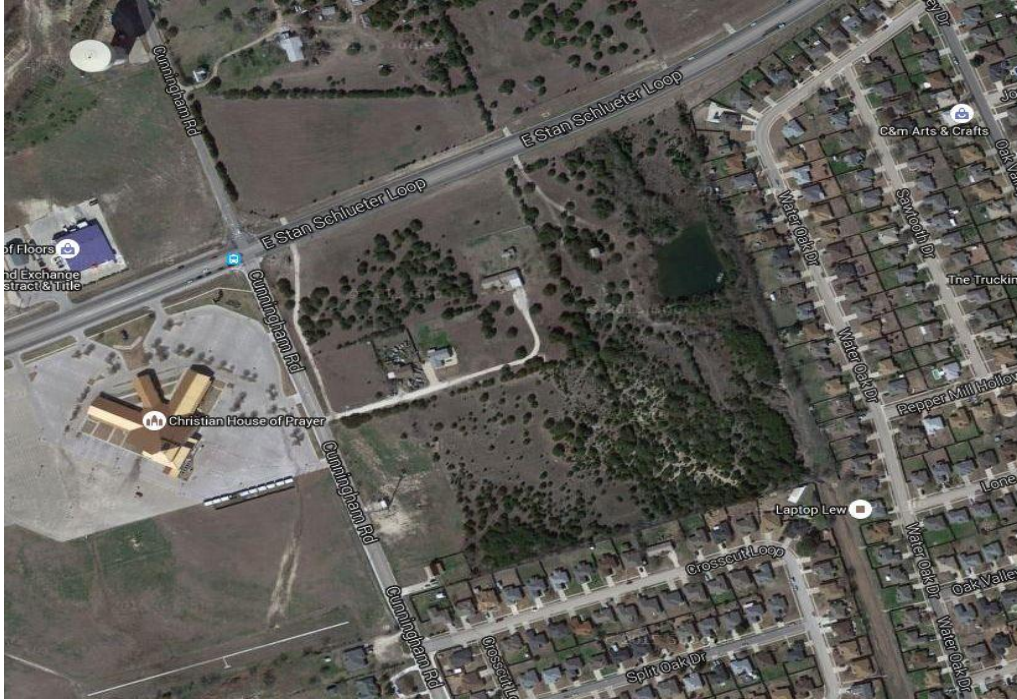
The Housing Authority of Killeen-Greater Killeen Housing Alliance, Inc. and development partner HSA, LLC have developed a strategy to seek a new site and replace the structures at Moss Rose.

HSA, LLC and Housing Authority of Killeen-Greater Killeen Housing Alliance, Inc. have, for the purposes of an application to TDHCA for housing tax credits, formed a limited partnership known as Killeen Hyde Estates, LP which will be the applicant for 2016 Housing Tax Credits from TDHCA.

The new location is highly competitive in that it provides housing in an ideal location with high performing schools, opportunities for employment and access to transportation, grocery shopping and premier city amenities – Lions Club Park Family Recreation and Aquatics Center. These factors provide for prime development of affordable housing, as well as achieving a high score in the HTC application process.

In late 2015, the Housing Authority of Killeen secured an option to purchase a 13-acre tract of land – conditioned on an award of tax credits and zoning approval. The new proposed development, Hyde Estates, will consist of 76 units configured in duplex and quad-plex type structures located on Cunningham Road east of Stan Schlueter Loop. Site access will be from Cunningham Road with a density of less than six (6) units per acre. The property affords the opportunity to create an open, park-like setting for play areas, covered gazebo seating areas, a perimeter walking trail and bus shelter. A management office / club room for residents, community and business room, as well as Energy Star appliances, high SEER performance HVAC units, LED lighting, and heat pump water heaters. Structures will be primarily ground level with living, dining, kitchen, bed and bath rooms and will be considerably larger than the current units at the Moss Rose development; six (6) two-story units (3 structures) will finish out the development to accommodate larger families with 4-bedrooms.

OVERVIEW OF HYDE ESTATES FOR KILLEEN HOUSING AUTHORITY



Aerial Photograph of Site



Renderings of Proposed Site

OVERVIEW OF HYDE ESTATES FOR KILLEEN HOUSING AUTHORITY



Rendering of Typical Building

Local firms are being used in developing the site design, easement and drainage compliance and local trades and suppliers will be used for the proposed construction of the entire site. The PHA is committed to meeting goals under Section 3 policies utilizing residents when possible as well as Minority and/or Women Business Enterprise (MBE/WBE) owned companies.

REQUEST FOR RESOLUTION OF SUPPORT and FUNDING – HYDE ESTATES

The Killeen Hyde Estates, LP development team is seeking housing tax credits to finance the development of Hyde Estates, an affordable rental housing community. The application process for HTC financing is point based and highly competitive. Applications are evaluated and ranked based on several scoring categories. Applicants with the highest scoring applications are awarded the tax credits. Applicants seek to maximize points in each scoring category to secure the tax credits which will provide the funding necessary to move forward with a proposed development.

There are a number of scoring categories that represent policy objectives of TDHCA. One of these scoring categories is ***Local Government Support*** and ***Commitment of Development Funding by a Local Political Subdivision (“LPS Funding”)***. Under the Local Government Support scoring category, worth 17 points, cities may participate in the HTC application process by supporting the application with a resolution for developments proposed in their jurisdictions – local support from a jurisdiction is highly valued by TDHCA and increases the competitiveness of an application and enhances the success in securing financing (tax credits) for the development. The LPS funding category, worth 1 point, also provides for cities to participate in the HTC application process by committing to a loan, grant, reduced fees or contribution of other value for the benefit of the proposed development. The LPS category has undergone significant changes from the past where large financial contributions were required from a jurisdiction to score competitively, likely due to economic factors experienced by all cities nationwide and in Texas. TDHCA has reduced the LPS funding commitment to anything of value for the development of affordable housing, with the caveat that once submitted, it may not be withdrawn.

OVERVIEW OF HYDE ESTATES FOR KILLEEN HOUSING AUTHORITY

Respectfully, the Killeen Hyde Estates, LP and its development team requests a resolution of ***Local Government Support*** from the Killeen City Council to provide mixed-income housing for residents of Killeen.

Additionally, the Killeen Hyde Estates, LP and its development team request a ***Commitment of Development Funding by a Local Political Subdivision (LPS funding)*** in the form of a loan, grant, reduced fees, or contribution of other value for the benefit of the proposed development in the amount of ten dollars and no/100 (\$10.00).

BENEFIT TO THE CITY AND HOUSING AUTHORITY OF KILLEEN

Investor equity obtained through the Texas Low Income Housing Tax Credit program will allow the Housing Authority of Killeen to implement more than \$9 million in building construction for Hyde Estates while generating revenue for the City through construction and utility permits, new accounts, and increased community participation in local resources. Hyde Estates residents will be protected from displacement, no increase in rent to current residents, receive reduced utility expenses, and provide residents with equal access to quality education and long term affordable quality housing options.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, EXPRESSING SUPPORT FOR THE APPLICATION OF KILLEEN HYDE ESTATES, LP, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2016 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS AND FOR THE DEVELOPMENT OF HYDE ESTATES TO BE LOCATED ON LAND NEAR THE SEC OF FM 3470 AND CUNNINGHAM ROAD, IN KILLEEN, TEXAS

WHEREAS, Killeen Hyde Estates, LP, and its affiliates (the “**Applicant**”) has brought to the City of Killeen a proposal to develop an affordable rental housing community named Hyde Estates to be located on land near the SEC of FM 3470 and Cunningham Rd., in Killeen, Texas.

WHEREAS, the Applicant has advised that it intends to file an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2016 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of Hyde Estates.

WHEREAS, pursuant to §11.9(d)(1) of the Qualified Allocation Plan, the rules that govern the HTC program (“**QAP**”), and in accordance with the Texas Government Code §2306.6710(b), an application may qualify for seventeen (17) points with a resolution of support from the governing body of the municipality in which the proposed development site is located.

WHEREAS, the Applicant has requested from the City Council of the City of Killeen support for its application to TDHCA and for the development of Hyde Estates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, that:

1. The City of Killeen, acting through its governing body, hereby confirms that it supports the proposed development of Hyde Estates for affordable rental housing, at its proposed location on land near the SEC of FM 3470 and Cunningham Rd., in Killeen, Texas, and supports the filing of HTC Application # 16154 by the Applicant with TDHCA and hereby recognizes that this formal action has been taken to put on record the opinion expressed by the City of Killeen as of the date of this Resolution.

2. The City of Killeen acting through its governing body hereby authorizes, empowers, and directs Scott Cospers, Mayor, to execute this resolution on behalf of the City of Killeen and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Council of the City of Killeen, Texas, on this the 23rd day of February, 2016.

APPROVED:

Scott Cospers, Mayor

APPROVED TO FORM:

ATTEST:

Kathryn H. Davis, City Attorney

Dianna Barker, City Secretary



CITY OF KILLEEN

February, 23, 2016

Texas Department of Housing and Community Affairs
Attn: Tim Irvine, Executive Director
P.O. Box 13941
221 East 11th Street
Austin, TX 78711-3941

Re: **Hyde Estates – Near SEC of FM 3470 and Cunningham Rd.**

Dear Mr. Irvine:

The City of Killeen has been made aware that pursuant to §11.9(d)(2) of the 2016 Qualified Allocation Plan (“QAP”), the rules that govern the housing tax credit program in Texas, an application seeking competitive housing tax credits may qualify to receive one (1) point by providing evidence of a commitment of development funding from the city or county in which a development site is located. To qualify for the point, a letter from an official of the municipality, county, or other instrumentality must be provided. Furthermore, the letter must state that the jurisdiction will provide a loan, grant, reduced fees or other contribution that will benefit the proposed development.

Killeen Hyde Estates, LP and its development team has applied for funding in connection with the proposed development of Hyde Estates, an affordable rental housing development to be located near the SEC of FM 3470 and Cunningham Rd., in Killeen, Texas. In accordance with §11.9(d)(2) of the QAP, the City of Killeen will provide a loan, grant, reduced fees, or contribution of other value for the benefit of the proposed development in the amount of \$10.

Please do not hesitate to contact me at 254-501-7700 with any questions.

Sincerely,

Scott Cospers, Mayor - City of Killeen



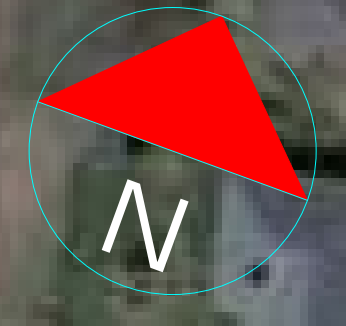
CUNNINGHAM ROAD

WATER OAK DRIVE

SITE ANALYSIS

17	1 BR
37	2 BR
16	3 BR
6	4 BR
76	UNITS

PARKING 182 CARS





GAZEBO

HYDE ESTATES

KILLEEN TEXAS

A RESIDENTIAL COMMUNITY DEVELOPED BY
GREATER KILLEEN HOUSING ALLIANCE, INC.



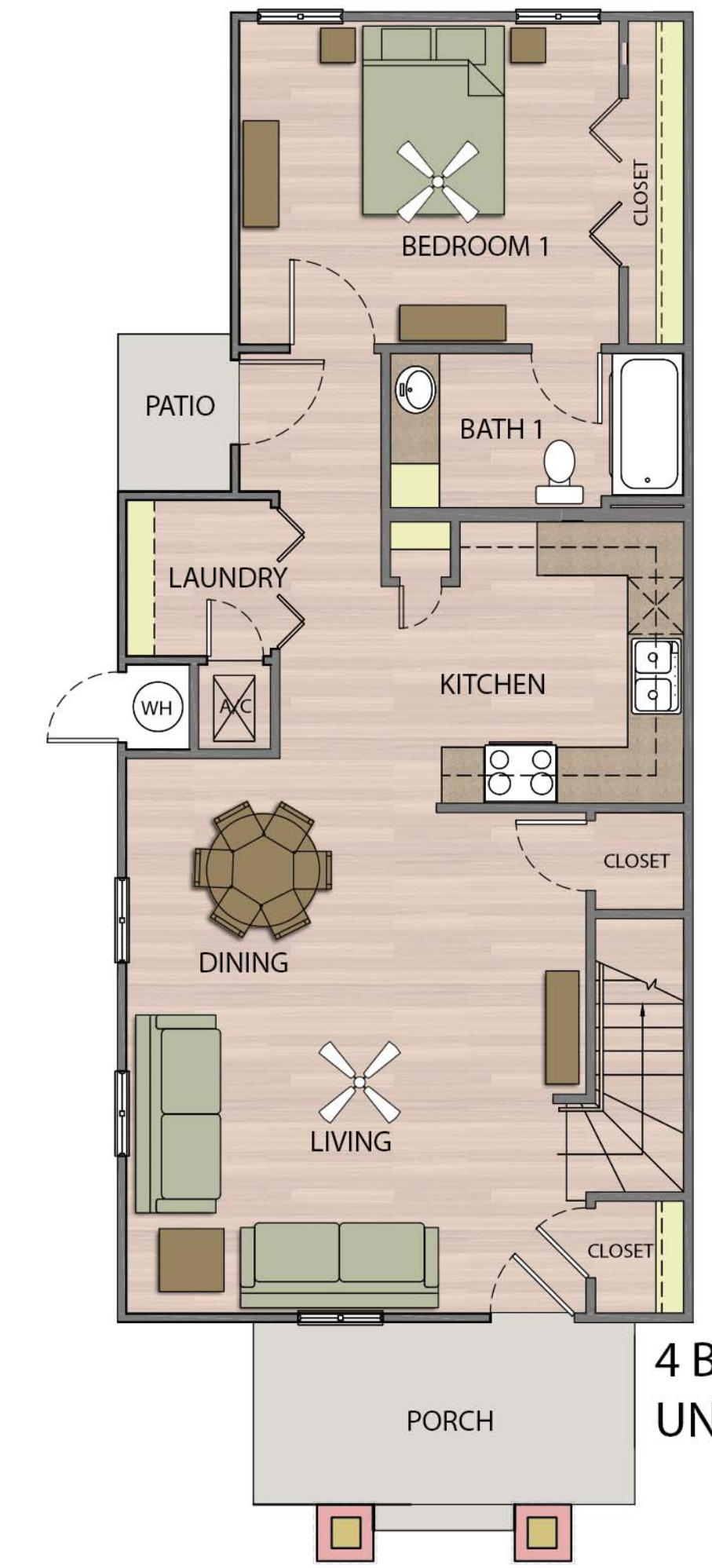
1 BEDROOM UNIT



2 BEDROOM UNIT



3 BEDROOM UNIT



4 BEDROOM UNIT

HYDE ESTATES

KILLEEN TEXAS

A RESIDENTIAL COMMUNITY DEVELOPED BY
GREATER KILLEEN HOUSING ALLIANCE, INC.



City of Killeen

Legislation Details

File #: PH-16-008 **Version:** 1 **Name:** Zoning 15-38
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 1/29/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Gary and Elizabeth Wilson (Case #Z15-38) to rezone Lot 7, Block 1, Shannon Addition, from "R-1" (Single-Family Residential District) to "A-R1" (Agricultural Single-Family Residential District). This property is locally known as 6909 Shannon Drive, Killeen, Texas.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location Map](#)
[Buffer Map](#)
[Considerations](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z15-38 "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "A-R1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Gary and Elizabeth Wilson are requesting a change of zoning from "R-1" (Single-Family Residential District) to "A-R1" (Agricultural Single-Family Residential District) for Lot 7, Block 1, Shannon Addition. This property is locally known as 6909 Shannon Circle, Killeen, Texas.

Use Regulations:

A building or premises in a district "A-R1" (Agricultural Single-Family Residential District) shall be used only for the following purpose:

- (1) Single-family residential homes.
- (2) Home occupations, accessory uses and buildings as permitted in Section 31-186(13).
- (3) Parks and recreation areas.
- (4) Churches, synagogues, chapels and similar places of religious worship.
- (5) Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.
- (6) Crop and tree farming, but not including the raising of animals or fowl for commercial purposes, or the sale of any products at retail on the premises.
- (7) Public and quasi-public buildings for cultural use.
- (8) Utility substations.

Permitted Accessory Uses:

- (1) One guest home per lot shall be permitted in the district subject to the following standards:
 - a. The guest house shall be a detached accessory use to a principal residence.
 - b. The maximum allowed area of the guest house shall not exceed twenty five (25) percent of the floor area of the principal residence (exclusive of garages).
 - c. One additional off-street parking space shall be required.
 - d. The rental or lease of a guest house shall be prohibited.
- (2) Non-commercial, animal holding pens of any kind, being no closer than fifty (50) feet from a street line and no closer than two hundred and fifty (250) feet from lot line.

Area Regulations:

Size of yards: The size of yards in the district "A-R1" agricultural single-family residential district shall be as follows:

- (1) *Front yards.* There shall be a front yard having a depth of not less than thirty (30) feet.
- (2) *Side yards.* There shall be a side yard on each side of the lot having a width of not less than twenty (20) feet. A side yard adjacent to a side street shall not be less than twenty-five (25) feet.
- (3) *Rear yards.* There shall be a rear yard having a depth of not less than forty (40) feet.

Size of lot: The size of lots in a district "A-R1" agricultural single-family residential district shall be as follows:

(1) *Lot area*. No building or structure shall be erected on any lot having less than one (1) acre.

(2) *Lot width*. The width of the lot shall not be less than one hundred (100) feet at the front building line.

Property Specifics

Applicants/Property Owners: Gary and Elizabeth Wilson

Property Location: This property is located southeast of the intersection of Trimmier Road and Stagecoach Road, Killeen, Texas. This property is locally known as 6909 Shannon Drive, Killeen, Texas.

Legal Description: Lot 7, Block 1, Shannon Addition.

Zoning/ Plat Case History:

- This property was zoned "R-1" following its January 22, 2008 annexation into the Killeen city limits. This is the first rezoning request by this property owner.
- This property is platted as part of Shannon Addition.

Character of the Area

Existing Land Use(s) on the Property: The subject property is fully developed with a single-family residential dwelling. The surrounding properties are single-family residential homes on large lots. The properties located to the east and south are large undeveloped lots that are zoned "A" (Agricultural District).

Figure 1. Zoning Map

See Attachment

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services are readily available to the above subject property proposed to be rezoned within the City of Killeen municipal utility service area. All property lies entirely within a previously platted and fully built-out subdivision - Shannon Addition. All supporting public utilities and public streets have been accepted and dedicated to the City for maintenance. All streets within the subdivision are at the desired level of service. The property owners and their agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide

safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:

Existing conditions: Stagecoach is classified as a 90' minor arterial on the City's Thoroughfare Plan.

Proposed Improvements: Improvements to Stagecoach Road will occur as part of the Stagecoach Road Improvements Phase 2 CIP project currently under construction.

Projected Traffic Generation: No new development is proposed with this rezoning request; therefore no change in traffic generation is expected.

Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The proposed development is not within any regulatory FEMA Special Flood Hazard Area (SFHA).

Land Use Analysis

Land Use Plan: The property is designated as 'Suburban Residential' on the adopted Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The Comprehensive Plan recommends:

- Detached residential dwellings;
- Planned development to provide for other housing types (e.g., duplexes, townhomes, patio homes);
- Public/institutional; and
- Parks and public spaces.

Consistency: The zoning request is consistent with the Comprehensive Plan with the adopted Future Land Use Map.

Public Notification

Staff notified 7 surrounding property owners within the 200' notification area. No responses have been received.

Recommendation

The Planning & Zoning Commission recommended approval of the "A-R1" zoning district for this property by a vote of 6-0.

Figure 1. Zoning Map



**PLANNING AND ZONING COMMISSION MEETING
FEBRUARY 1, 2015**

**CASE #Z15-38
R-1 to A-R1**

HOLD a public hearing and consider a request by Gary L. and Elizabeth A. Wilson to rezone Lot 7, Block 1, Shannon Addition, from R-1 (Single-family Residential District) to A-R1 (Agricultural Single-family Residential District). The property is locally known as 6909 Shannon Circle, Killeen, Texas.

Chairman Frederick requested staff comments.

Senior Planner Charlotte Hitchman stated that Gary and Elizabeth Wilson are requesting a change of zoning from “R-1” (Single-Family Residential District) to “A-R1” (Agricultural Single-Family Residential District) for 6909 Shannon Circle, Killeen, Texas. This property is located southeast of the intersection of Trimmier Road and Stagecoach Road. This property was zoned “R-1” following its January 22, 2008 annexation into the city limits. This is the first rezoning request by this property owner.

The staff notified seven (7) surrounding property owners within a 200’ notification boundary regarding this request. Staff has received no responses.

Staff recommends approval of “A-R1” zoning for this property. Staff feels that “A-R1” zoning more closely aligns with the current development on this property.

Mr. Gary Wilson, 6909 Shannon Circle, Killeen, Texas, was present to represent this request.

Chairman Frederick opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner Harkin motioned to recommend approval of “AR-1” as recommended by staff for zoning case #Z15-38. Commissioner Johnson seconded the motion. The motioned passed 6-0.

Chairman Frederick stated that this will be forwarded to City Council with a recommendation to approve.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM ‘R-1’ (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO ‘A-R1’ (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gary and Elizabeth Wilson have presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of Lot 7, Block 1, Shannon Addition, from ‘R-1’ (Single-Family Residential District) to ‘A-R1’ (Agricultural Single-Family Residential District), said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 1st day of February 2016, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 23rd day of February 2016, at the City Hall, City of Killeen;

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

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

Section I. That the zoning classification of the following described tract be changed from ‘R-1’ (Single-Family Residential District) to ‘A-R1’ (Agricultural Single-Family Residential District) for Lot 7, Block 1, Shannon Addition, 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 23rd day of February 2016, 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:

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #15-38

Ord. #



Date Paid:	_____
Amount Paid:	\$ <u>N/A</u>
Cash/MO #/Check #:	# <u>N/A</u>
Receipt #:	_____

CASE #: 215-38

City of Killeen Zoning Change Application

General Zoning Change \$300.00 Conditional Use Permit \$500.00

Name(s) of Property Owner: GARY L & ELIZABETH A. WILSON

Current Address: 6909 SHANNON CIRCLE

City: KILLEEN State: TX Zip: 76542

Home Phone: () _____ Business Phone: () _____ Cell Phone: 254-702-5922

Email: gwilson1809@embargo.com

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

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Business Phone: () _____ Cell Phone: () _____

Email: _____

Address/Location of property to be rezoned: _____

Legal Description: Lot 7, Block 1, Shannon Edition

Metes & Bounds	or	Lot(s)	Block	Subdivision
----------------	----	--------	-------	-------------

Is the rezone request consistent with the Comprehensive Plan? YES NO
If NO, a FLUM amendment application must be submitted.

Type of Ownership: Sole Ownership Partnership Corporation Other

Present Zoning: R1 Present Use: Single Family Residence

Proposed Zoning: SWARI Proposed Use: No change in use. Property > 1 Acre

Conditional Use Permit for: _____ 1.066 acre

This property was conveyed to owner by deed dated 9/15/00 and recorded in Volume 4269, Page 597, Instrument Number _____ of the Bell County Deed Records. (Attached)

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

APPOINTMENT OF AGENT

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

Name of Agent: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ - _____

Home Phone: (____) _____ Business Phone: (____) _____ Email: _____

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

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

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

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Applicant Gary L. Wilson Title Owner

Printed/Typed Name of Applicant GARY L. Wilson Date _____

Signature of Property Owner Gary L. Wilson Title _____

Printed/Typed Name of Property Owner GARY L. Wilson Date _____

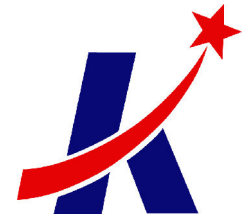
Signature of Property Owner Elizabeth R. Wilson Title Owner

Printed/Typed Name of Property Owner ELIZABETH A. Wilson Date 12-10-15

Signature of Property Owner Elizabeth R. Wilson Title _____

Printed/Typed Name of Property Owner ELIZABETH A. Wilson Date _____

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



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z15-38

ZONING FROM:

R-1 To A-R1

APPLICANT:

GARY L. AND
ELIZABETH A. WILSON




PROPERTY OWNER:

GARY L. AND
ELIZABETH A. WILSON

LEGAL DESCRIPTION:

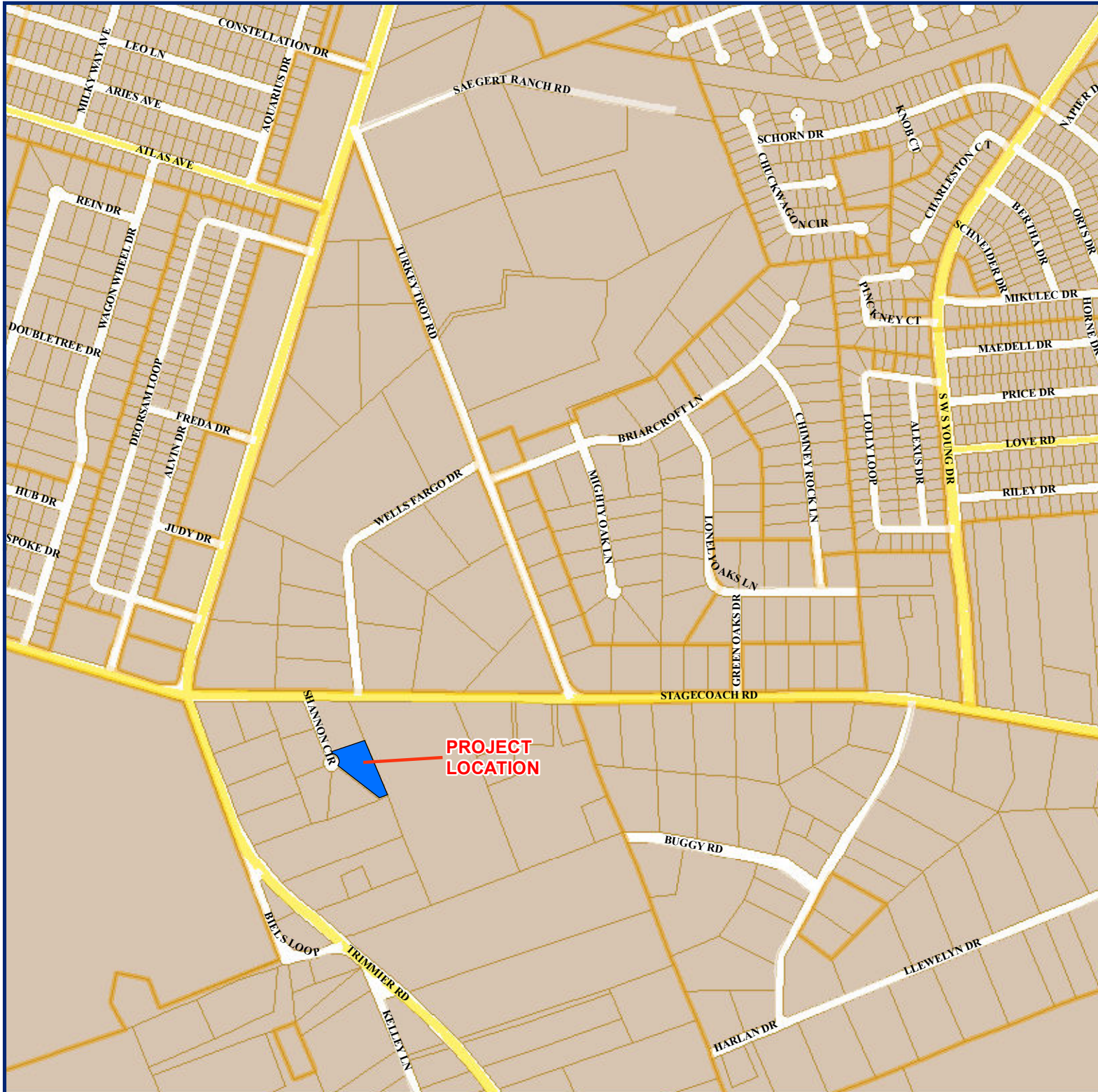
SHANNON ADDITION,
BLOCK 001, LOT 0007,
ACRES 1.066

LEGEND

-  Zoning Case
-  Parcel
-  City Limits



Date: 12/31/2015





**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z15-38

ZONING FROM:

R-1 To A-R1

APPLICANT:

GARY L. AND
ELIZABETH A. WILSON







PROPERTY OWNER:

GARY L. AND
ELIZABETH A. WILSON

LEGAL DESCRIPTION:

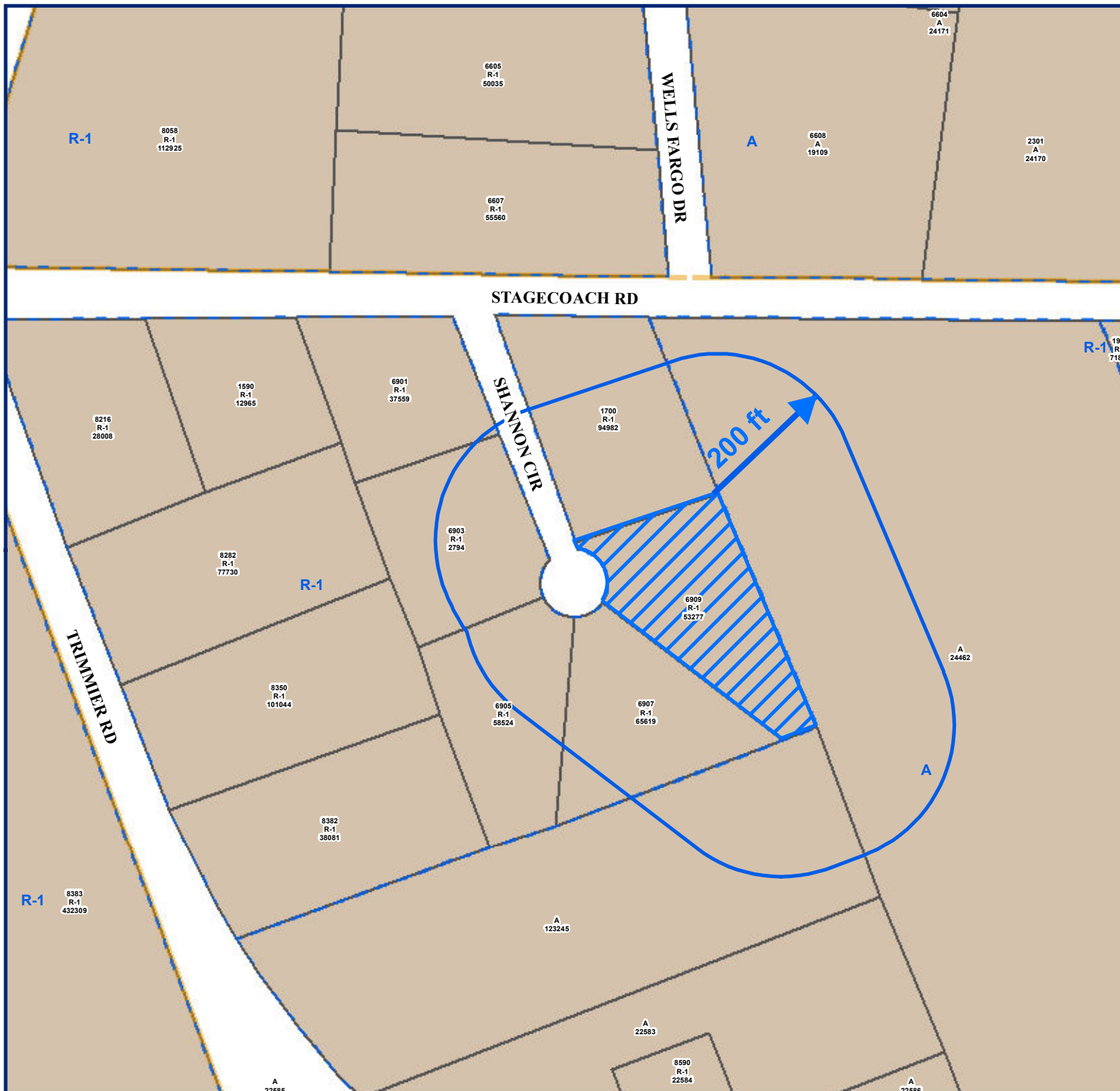
SHANNON ADDITION,
BLOCK 001, LOT 0007,
ACRES 1.066

LEGEND

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



Date: 12/31/2015



CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

Whether the use is 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.



City of Killeen

Legislation Details

File #: PH-16-009 **Version:** 1 **Name:** Zoning 15-39
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 1/29/2016 **In control:** City Council
On agenda: 2/23/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Adrian and Linda Knotts (Case #Z15-39) to rezone Lot 1, Block 5, Stagecoach Road Subdivision Undedicated, from "R-1" (Single-Family Residential District) to "SR-2" (Suburban Residential Single-Family District). The property is locally known as 6701 Rein Drive, Killeen, Texas.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location Map](#)
[Buffer Map](#)
[Considerations](#)

Date	Ver.	Action By	Action	Result
2/16/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z15-39 "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "SR-2" (SUBURBAN RESIDENTIAL SINGLE-FAMILY DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Adrian and Linda Knotts have requested to rezone Lot 1, Block 5, Stagecoach Road Subdivision Undedicated, from "R-1" (Single-Family Residential District) to "SR-2" (Suburban Residential Single-Family District). The property is locally known as 6701 Rein Drive, Killeen, Texas.

Use Regulations:

A building or premises in a "SR-2" Suburban Residential Single-Family District shall be used only for the following purpose:

- (1) Single-family detached dwellings.
- (2) Any use permitted in section 31-186(1-13(b)).

Permitted Accessory Uses:

One guest home per lot shall be permitted in the district subject to the following standards:

- The guest house shall be a detached accessory use to a principal residence.
- The maximum allowed area of the guest house shall not exceed twenty-five (25) percent of the floor area of the principal residence (exclusive of garages).
- One additional off-street parking space shall be required.
- The rental or lease of a guest house shall be prohibited.

Area Regulations:

Size of yards. The size of yards in the "SR-2" suburban residential single-family district shall be as follows:

- (1) Front yards. There shall be a front yard having a depth of not less than thirty-five (35) feet.
- (2) Side yards. There shall be a minimum side yard of ten feet (10) feet. A side yard adjacent to a side street shall not be less than twenty (20) feet. No side yard for allowable nonresidential uses shall be less than twenty-five (25) feet.
- (3) Rear yards. There shall be a rear yard having a depth of not less than ten (10) feet.

Size of lot. The size of lots in a "SR-2" suburban residential single-family district shall be as follows:

- (1) Lot area. No building or structure shall be erected on any lot having less than fifteen thousand (15,000) square feet.
- (2) Lot width. The width of the lot shall not be less than ninety (90) feet at the front building line.

Architectural and landscaping regulations.

Architectural design. Single family detached homes must have a minimum of eighty-five percent (85%) brick, stone or stucco for all exterior walls, excluding doors, windows and gables. All

attached garages in this district shall be constructed as side or rear entry. Detached front loading garages in this district shall be constructed at a minimum depth of forty-five (45) feet as measured from the front property line.

Landscaping required. For residential uses, minimum required landscaping shall be two (2) canopy trees, with at least one (1) planted in the front yard, and eight (8) 3-gallon shrubs in the front yard.

(1) Trees. The following requirements shall apply to tree landscaping:

(a) Newly planted trees shall measure at least two (2) inch caliper and six (6) feet high at the time of planting, and shall be planted in a permeable area not less than three (3) feet in diameter.

(b) Existing trees to be used for landscape credit shall be in a healthy physical state, shall measure at least two (2) inch caliper and shall be maintained in an undisturbed area within the drip line of the tree.

(c) Should an existing or newly planted tree used for landscape credit die, it shall be replaced with new landscaping according to the requirements of this section.

(d) Each canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by four (4). Each non-canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by two (2). Each two (2) square feet of planting bed used and maintained for the purpose of rotating live decorative planting materials shall reduce the number of shrubs required by one (1).

(e) The placement of shrubbery shall take into consideration the plant size at maturity and shall be located so as not to conflict with vehicular or pedestrian traffic visibility.

(2) Ground cover. The following requirements shall apply to ground cover landscaping:

(a) Ground cover or grass shall be planted in the remaining area of the lot or parcel not planted in trees, shrubbery, planting beds, or covered by structures, pavement or other impervious surfaces.

(b) Approved non-vegetative ground cover materials (such as washed gravel, bark mulch, lava rock, rock, or other decorative covers generally used in landscaping) may be used to meet the provisions of this section. Where approved, non-vegetative ground cover shall be porous and form a uniform appearance free from weeds and grasses.

(c) Irrigation. All landscaping required by this section shall be irrigated by either an automated system, or a hose bib attachment within one hundred fifty (150) feet of all landscaping. Automated underground irrigation systems shall be designed and installed in accordance with the requirements of other provisions of this code. The building official may waive irrigation requirements where xeriscaping or a substitute landscaping plan is used. Xeriscaping shall be in accordance with the applicable guidelines as specified in the city of Killeen drainage design manual and infrastructure design and development standards manual as amended.

Property Specifics

Applicants/Property Owners: Adrian and Linda Knotts

Property Location: 6701 Rein Drive, Killeen, Texas.

Legal Description: Lot 1, Block 5, Stagecoach Road Subdivision Undedicated.

Zoning/ Plat Case History:

- This property was zoned "R-1" following annexation into the city limits on January 22, 2008.
- This property has been platted and is a fully developed single-family residential dwelling.

Character of the Area

Existing Land Use(s) on the Property: The subject property is fully developed with a single-family residential dwelling. The surrounding properties are single-family residential uses on lots larger than the standard 6,000 square feet "R-1" zoned lot. The properties located east of the Stagecoach Road Subdivision are zoned "R-1A" (Garden Home Single-family Residential District). The adjacent property located west of the Stagecoach Road Subdivision is zoned both "SR-1" (Suburban Residential Single-family District) and "A-R1" (Agricultural Single-family Residential District). The City Council recently approved "SR-2" zoning for twenty-nine (29) properties located north of the subject site (Wagon Wheel Subdivision).

Figure 1. Zoning Map

See Attachment

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services are readily available to the above subject property proposed to be rezoned within the City of Killeen municipal utility service area. All supporting public utilities and public streets have been accepted and dedicated to the City for maintenance. All streets within the subdivision are at the desired level of service. The property owners and their agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:

Existing conditions: Rein Drive is classified as a 60' local street on the City's Thoroughfare Plan.

Proposed Improvements: None.

Projected Traffic Generation: No new development is proposed with this rezoning requests; therefore no change in traffic generation is expected.

Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The proposed development is not within any regulatory FEMA Special Flood Hazard Area (SFHA).

Land Use Analysis

Land Use Plan: The property is designated as 'Suburban Residential' on the adopted Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The Comprehensive Plan recommends:

- Detached residential dwellings;
- Planned development to provide for other housing types (e.g., duplexes, townhomes, patio homes);
- Public/institutional; and
- Parks and public spaces.

Consistency: The zoning request is consistent with the Comprehensive Plan with the adopted Future Land Use Map.

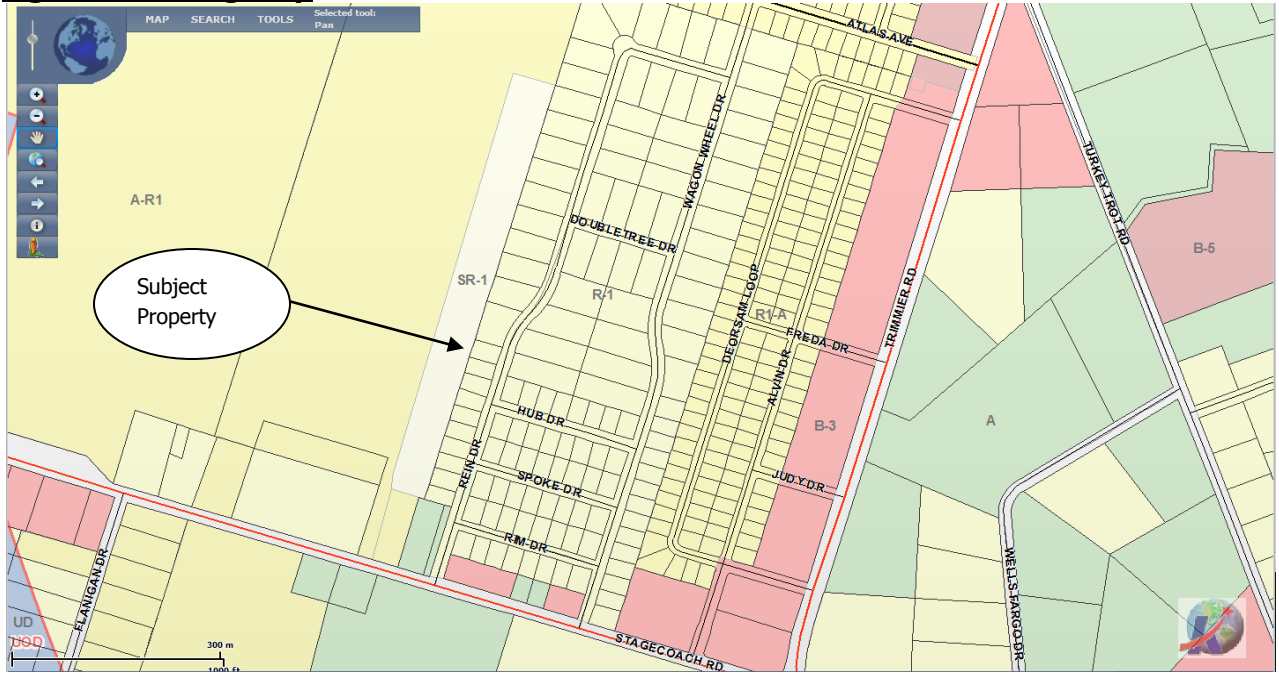
Public Notification

Staff notified 11 surrounding property owners within the 200' notification area. No responses have been received.

Recommendation

The Planning & Zoning Commission recommended approval of "SR-1" (Suburban Residential Single-Family District) zoning for this property by a vote of 6-0. The lot area requirement for "SR-2" zoning is no less than 15,000 square feet. The subject property is 11,745 square feet and more closely aligns with the requirements listed in the "SR-1" zoning district to include a minimum lot area of 8,400 square feet. The "SR-1" zoning district more closely represents the typical lot size of the current single-family residential development in the Stagecoach Road Subdivision.

Figure 1. Zoning Map



**PLANNING AND ZONING COMMISSION MEETING
FEBRUARY 1, 2015**

**CASE #Z15-39
R-1 to SR-2**

HOLD a public hearing and consider a request by Adrian and Linda Knotts to rezone Lot 1, Block 5, Stagecoach Road Subdivision Undedicated, from “R-1” (Single-family Residential District) to “SR-2” (Suburban Residential Single-family District). The property is locally known as 6701 Rein Drive, Killeen, Texas.

Chairman Frederick requested staff comments.

Senior Planner Charlotte Hitchman stated that Adrian and Linda Knotts are requesting a change of zoning from “R-1” (Single-Family Residential District) to “SR-2” (Suburban Residential Single-family District) for property is locally known as 6701 Rein Drive, Killeen, Texas. This property was zoned “R-1” following annexation into the city limits on January 22, 2008. The subject property is fully developed with a single-family residential dwelling.

The staff notified eleven (11) surrounding property owners within a 200’ notification boundary regarding this request. Staff has received no responses.

Staff recommends approval of “SR-1” (Suburban Residential Single-family District) zoning for this property. The lot area requirement for “SR-2” zoning is no less than 15,000 square feet. The subject property is 11,745 square feet and more closely aligns with the requirements listed in the “SR-1” zoning district to include a minimum lot area of 8,400 square feet. “SR-1” zoning district more closely represents the typical lot size of the current single-family residential development in the southern portion of the Wagon Wheel Estates subdivision.

Ms. Linda Knotts, 3212 Carpet Lane Circle, Killeen, Texas, was present to represent this request.

Chairman Frederick opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner Dillard motioned to recommend approval of “SR-1” as recommended by staff for zoning case #Z15-39. Commissioner Johnson seconded the motion. The motioned passed 6-0.

Chairman Frederick stated that this will be forwarded to City Council with a recommendation to approve.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM ‘R-1’ (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO ‘SR-2’ (SUBURBAN RESIDENTIAL SINGLE-FAMILY DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Adrian and Linda Knotts have presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of Lot 1, Block 5, Stagecoach Road Subdivision Undedicated, from “R-1” (Single-family Residential District) to “SR-2” (Suburban Residential Single-Family District), said request having been duly presented and recommended for approval of “SR-1”(Suburban Residential Single-Family District) by the Planning and Zoning Commission of the City of Killeen on the 1st day of February 2016, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 23rd day of February 2016, at the City Hall, City of Killeen;

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

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

Section I. That the zoning classification of the following described tract be changed from “R-1” (Single-family Residential District) to “SR-1” (Suburban Residential Single-Family District) for Lot 1, Block 5, Stagecoach Road Subdivision Undedicated, 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 23rd day of February 2016, 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:

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #15-39
Ord. #



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

CASE #: 15-39

City of Killeen Zoning Change Application

General Zoning Change \$300.00 Conditional Use Permit \$500.00

Name(s) of Property Owner: Adrian + Linda Knotts
 Current Address: 3212 Carpet Lane
 City: Killeen State: Texas Zip: 76549
 Home Phone: () _____ Business Phone: () _____ Cell Phone: 254-458-0663
 Email: keyna@hotmail.com

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

Address: 6701 Rein DR.
 City: Killeen State: Texas Zip: 76549
 Home Phone: () _____ Business Phone: () _____ Cell Phone: 254-458-0663
 Email: keyna@hotmail.com

Address/Location of property to be rezoned: 6701 Rein DR. Killeen
 Legal Description: Lot 1, Block 5 of Stagecoach Rd.

Metes & Bounds or Lot(s) Block 5 Subdivision

Is the rezone request consistent with the Comprehensive Plan? YES NO
 If NO, a FLUM amendment application must be submitted.

Wagon wheel Estates

Type of Ownership: Sole Ownership Partnership Corporation Other
 Present Zoning: R1 Present Use: Single family Residential
 Proposed Zoning: SR2 Proposed Use: Single Family Residential
 Conditional Use Permit for: _____

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

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

APPOINTMENT OF AGENT

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

Name of Agent: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ - _____

Home Phone: (____) _____ Business Phone: (____) _____ Email: _____

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

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

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

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Applicant _____ Title _____

Printed/Typed Name of Applicant _____ Date _____

Signature of Property Owner *Adrian Knotts* Title owner

Printed/Typed Name of Property Owner Adrian Knotts Date 12-29-15

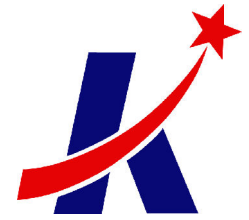
Signature of Property Owner *Linda Knotts* Title owner

Printed/Typed Name of Property Owner Linda Knotts Date 12-29-15

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

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



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z15-39

ZONING FROM:

R-1 To SR-2

APPLICANT:

**ADRIAN AND
LINDA KNOTTS**




PROPERTY OWNER:

**ADRIAN AND
LINDA KNOTTS**

LEGAL DESCRIPTION:

**A0857BC A WEBB, 1/5
STAGECOACH RD SUB UNDED,
ACRES .272**

LEGEND

-  Zoning Case
-  Parcel
-  City Limits



Date: 12/31/2015





**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z15-39

ZONING FROM:

R-1 To SR-2

APPLICANT:

**ADRIAN AND
LINDA KNOTTS**







PROPERTY OWNER:

**ADRIAN AND
LINDA KNOTTS**

LEGAL DESCRIPTION:

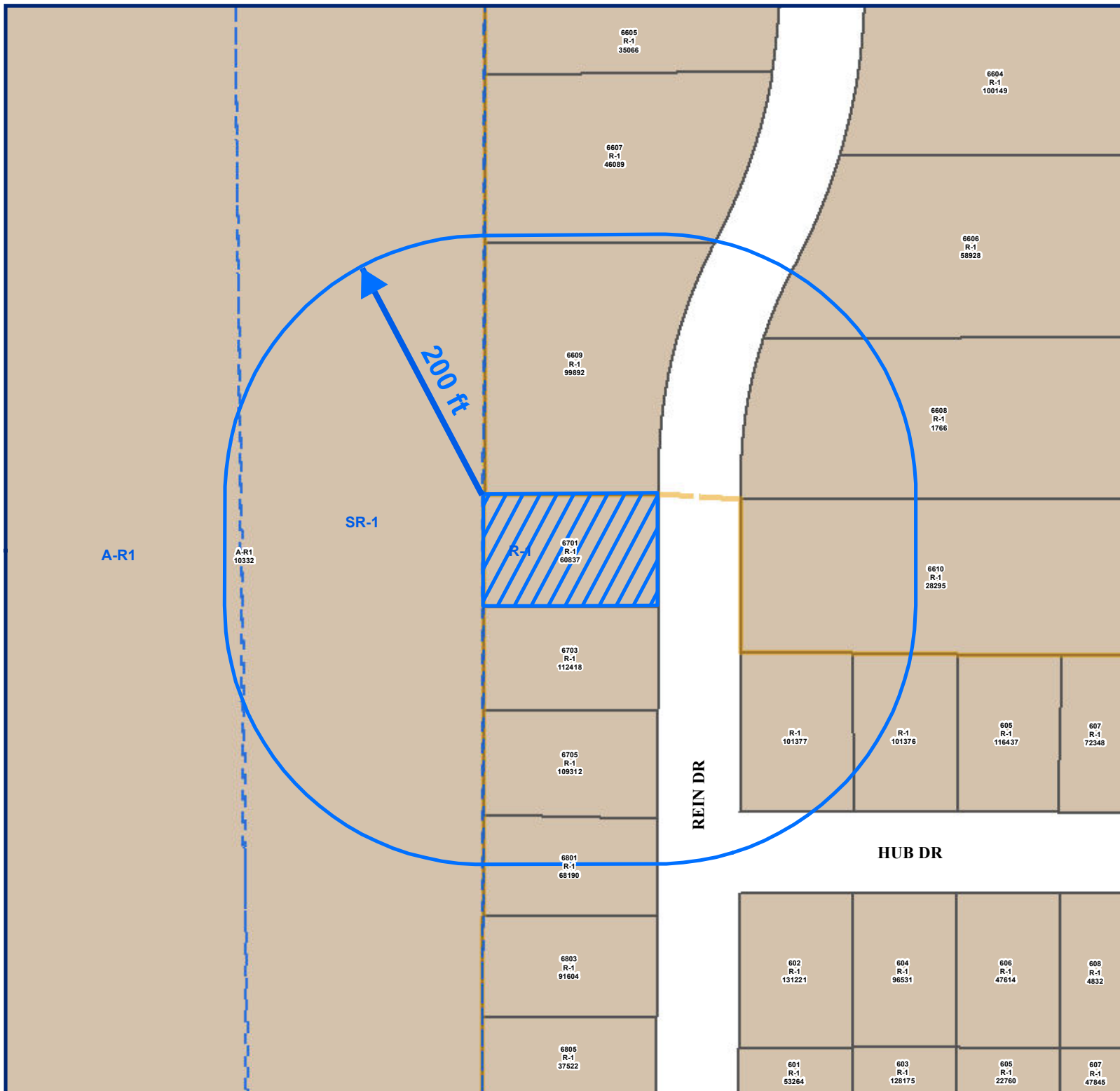
**A0857BC A WEBB, 1/5
STAGECOACH RD SUB UNDED,
ACRES .272**

LEGEND

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



Date: 12/31/2015



CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

Whether the use is 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.