



# City of Killeen

## Agenda City Council

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Tuesday, November 10, 2015

5:00 PM

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

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### Call to Order and Roll Call

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

### Invocation

### Pledge of Allegiance

### Approval of Agenda

### Minutes

[MN-15-019](#) Consider minutes of Regular City Council Meeting of October 27, 2015.

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

### Resolutions

[RS-15-082](#) Consider a memorandum/resolution approving a contract with Routeware, Inc. to provide GPS tracking hardware and software products for Solid Waste fleet optimization.

**Attachments:** [Council Memorandum](#)

[Quote](#)

[RS-15-083](#) Consider a memorandum/resolution approving a communications facilities license agreement amendment with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services at Killeen-Fort Hood Regional Airport.

**Attachments:** [Council Memorandum](#)

[Amendment](#)

[Memorandum of Agreement](#)

[Certificate of Authority](#)

[RS-15-084](#) Consider a memorandum/resolution approving the submittal of a

Defense Economic Adjustment Assistance Grant (DEAAG) application for a potential Robert Gray Army Airfield Project.

**Attachments:** [Council Memorandum](#)

## Ordinances

[OR-15-022](#) Consider an ordinance amending Chapter 7 Aviation; repealing the ordinance that created the Killeen, Harker Heights, and Bell County Joint Airport Zoning Board; and designating the Planning and Zoning Commission as the Airport Zoning Commission.

**Attachments:** [Council Memorandum](#)

[Ordinance](#)

[OR-15-024](#) Consider an ordinance renaming Fire Department positions of “Fire Lieutenant” to “Fire Captain” and amending the Fire Department civil service pay plan to reflect the renaming of the position.

**Attachments:** [Council Memorandum](#)

[Ordinance](#)

[Fire Pay Plan](#)

## Public Hearings

[PH-15-052A](#) HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from ‘Rural’ and ‘Suburban Commercial’ to ‘General Residential’ and ‘General Commercial’ (FLUM# Z15-25) for approximately 161.022 acres, being part of the James Cook Survey, Abstract No. 161. The property is located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, Killeen, Texas.

**Attachments:** [Council Memorandum](#)

[Attachment to Council Memorandum](#)

[Minutes](#)

[Ordinance](#)

[PH-15-052B](#) HOLD a public hearing and consider an ordinance requested by RSBP Developers, Inc. to rezone 161.022 acres, out of the James Cook Survey, Abstract No. 161, from “A” (Agricultural District) and “B-3” (Local Business District) to “R-1” (Single-Family District) for approximately 147.769 acres, “R-2” (Two-Family Residential District) for approximately 9.815 acres and “B-5” (Business District) for approximately 3.439 acres.

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

[PH-15-053](#) Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Aviation Revenue Fund by \$1,300,500 and increasing the Project Expenditure accounts by \$1,445,000.

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

[PH-15-054A](#) Consider a memorandum/resolution accepting the 2015 Community Oriented Policing Services (COPS) Hiring Program Grant.

**Attachments:** [Council Memorandum](#)  
[Grant Award Letter](#)

[PH-15-054B](#) Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing revenues and expenditures in various General Fund accounts for the Community Oriented Policing Services (COPS) Hiring Program grant.

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

[PH-15-054C](#) Consider an ordinance to amend the number of authorized civil service positions for the Police Department.

**Attachments:** [Council Memorandum](#)  
[Ordinance](#)  
[Police Pay Plan](#)

[PH-15-055A](#) Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Office of Governor, Criminal Justice Division for the purpose of creating a Crisis Assistance Program.

**Attachments:** [Council Memorandum](#)  
[Acceptance Letter](#)

[PH-15-055B](#) Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Victims Crime grant revenue account by \$19,974 and various expenditure accounts by \$19,974.

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

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on November 6, 2015.*

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*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.*

## Future Workshop Items

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

## Notice of Meetings

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

- Giving Thanks Program and Luncheon, November 19, 2015, 10:00 a.m., Killeen Civic and Conference Center*
- YMCA Festival of Trees, December 4, 2015, 6:30 p.m., Killeen Civic and Conference Center*
- Killeen Fire Department Service Awards Banquet, December 17, 2015, 6:00 p.m., Killeen Civic and Conference Center*

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



# City of Killeen

## Legislation Details

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**File #:** MN-15-019    **Version:** 1    **Name:** Minutes of Regular City Council Meeting of October 27, 2015  
**Type:** Minutes    **Status:** Minutes  
**File created:** 10/19/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider minutes of Regular City Council Meeting of October 27, 2015.  
**Sponsors:** City Secretary  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

**City of Killeen**  
Regular City Council Meeting  
Killeen City Hall  
October 27, 2015 at 5:00 p.m.

Presiding: Mayor Scott Cospers

Attending: Mayor Pro-Tem Jose Segarra, Council members 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 Coplin.

Dr. Campbell gave the invocation, and Councilmember Fleming 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 October 20th Regular City Council Meeting. Motion was seconded by Councilmember Rivera. Motion carried unanimously.*

**Resolutions**

**RS-15-076** Consider a memorandum/resolution appointing members of the Killeen Volunteers, Inc. - Youth Advisory Commission and swear in.  
**Staff comments:** Roxanne Flores  
37 students were present that were selected as YAC commissioners. Mayor Cospers swore in the new students.

*Motion was made by Councilmember Blackstone to approve RS-076. Motion was seconded by Councilmember Moore. Motion carried unanimously.*

**RS-15-078** Consider a memorandum/resolution amending the lease for space at the Killeen Arts and Activities Center with Richard Milburn Academy.  
**Staff comments:** Traci Briggs  
Richard Milburn administration has approached city staff to terminate janitorial services to the leased area as of November 1, 2015. The cost of supplies far outweighs the monthly fee charged for providing the janitorial service.  
Staff recommends that the city council approve an amendment to the 2011 lease agreement with the Richard Milburn Academy to discontinue janitorial services effective November 1, 2015.

*Motion was made by Councilmember Okray to approve RS-078. Motion was seconded by Mayor Pro-*

*Tem Segarra. Motion carried unanimously.*

**RS-15-079** Consider a memorandum/resolution appointing members to various boards and commissions.

**Staff comments:** Kathy Davis

This resolution is to appoint vacancies for terms beginning October 1st, as well as some vacancies in unexpired-terms, created by recent resignations.

Staff recommends appointing Dr. Logan Beene, DVM to replace Keri Jones on the Animal Advisory Committee, postpone appointments to the vacancies on the Arts Commission until more applications can be obtained, and postpone appointment to the vacancy on the Killeen Volunteers board pending discussions with the board liaison.

*Motion was made by Councilmember Blackstone to appoint Dr. Logan Beene to the Animal Advisory Committee. Motion was seconded by Councilmember Okray. Motion carried unanimously.*

**RS-15-080** Consider a memorandum/resolution awarding Bid No. 16-01 for a construction contract with Lott Brothers Construction, for the construction of Fire Station #9.

**Staff comments:** Fire Chief Gardner

Four bids were received for the project. The four submittals and their corresponding base bid are:

Emerson Construction Co. - \$4,550,000

Chaney-Cox Construction - \$4,730,000

Lott Brothers Construction Co. - \$4,520,000

G. Creek Construction - \$4,700,000

Lott Brothers Construction represents the lowest responsible bid for the Killeen Fire Station #9 project and meets all requirements of the bid specifications.

Staff recommends that City Council authorize the City Manager to execute a contract with Lott Brothers Construction for the construction of Fire Station #9 in the amount of \$4,520,000 and the City Manager is further authorized to execute any change orders in the amounts allowed by state law.

*Motion was made by Councilmember Moore to approve RS-080. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.*

**RS-15-081** Consider memorandum/resolution authorizing the City Manager to submit a Surface Transportation Program Metropolitan Mobility (STPMM) application to the Killeen - Temple Metropolitan Planning Organization (KTMPO) to compete for Category 7 funding to construct an extension to Rosewood Drive.

**Staff comments:** Scott Osburn

Under the proposed grant application, the City would provide approximately \$2,750,000 for a construction match and engineering services. If awarded the Category 7 grant, the City would be reimbursed up to \$6,000,000 (proposed grant request) as the project progresses. Staff recommends that the City Council authorize the City Manager to submit a Surface Transportation Program Metropolitan Mobility - Category 7 application to the Killeen - Temple Metropolitan Planning Organization for the extension of Rosewood Drive and further that: "The City of Killeen supports funding this project as shown in the nomination budget (including the 25% 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 Rivera to approve RS-081. Motion was seconded by Councilmember Blackstone. Motion carried 5 to 2 with Councilmember Okray and Councilmember Fleming opposing.*

## **Ordinances**

**OR-15-020** Consider an ordinance amending Chapter 8 and Chapter 11 of the Killeen Code of Ordinances adopting the 2015 International Construction and Fire Codes and the 2014 Electrical Code as amended.

The City Secretary read the caption of the ordinance.

**AN ORDINANCE AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, BY AMENDING ARTICLE II, ARTICLE IV, AND ARTICLE V, ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE CONSTRUCTION AND MAINTENANCE OF ALL BUILDINGS AND STRUCTURES; ADOPTING THE AMENDED 2015 INTERNATIONAL CONSTRUCTION CODES; AMENDING CHAPTER 11 BY AMENDING ARTICLE II, ARTICLE III AND ARTICLE V ADOPTING THE AMENDED 2015 INTERNATIONAL FIRE CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**Staff comments:** Earl Abbott

By adopting new construction codes, new life safety requirements are introduced as well as new products. On July 21, 2015, the Construction Board of Appeals concluded its code hearings with the building community and voted unanimously to recommend that the City Council adopt the 2015 International Construction Codes and 2014 National Electrical Code as amended. Building Inspections and Fire Department staff recommend approval of the attached ordinance.

*Motion was made by Councilmember Kilpatrick to approve OR-020 as presented adding the effective date of January 1, 2016. Motion was seconded by Councilmember Moore. Motion carried unanimously.*

**OR-15-021** Consider an ordinance approving the Master Economic Development Agreement By and Among the City of Killeen, Killeen Tax Investment Zone #2 and La Cascata Retail Village LLP.

The City Secretary read the caption of the ordinance.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, APPROVING THE MASTER ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG CITY OF KILLEEN, TEXAS, KILLEEN TAX INCREMENT INVESTMENT ZONE #2 AND LA CASCATA RETAIL VILLAGE LLP, PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**Staff comments:** Kathy Davis



In 2012, the Killeen Economic Development Corp. began discussions with representatives of the La Cascata Retail Village LLP (“Developer”) regarding development of a shopping center development, containing approximately 320,000 square feet of rentable area, on the western border of Skylark Field. The Developer advised that an agreement with the City to provide a performance-based economic development grant to defray a portion of the costs would make the project more feasible. After negotiations between the representatives of KEDC, the City and Developer, the following terms were reached, and are being recommended to Council:

TIRZ #2 Components:

- Financing of \$8,000,000 in eligible project costs (i.e., off-site streets, water, wastewater, storm drainage and other public improvements necessary in connection with the development) with TIRZ funds;
- Developer must create a taxable appraised value of at least \$37,000,000 within one year after the first payment date, \$50,000,000 within two years after the first payment date, and \$55,000,000 within three years after the first payment date and throughout the balance of the TIRZ #2 term;
- No TIRZ revenues will be paid to developer if the taxable appraised value drops below 60% of the annual projected appraised values in any given year;
- Term of the TIRZ will be extended.

Sales Tax Rebates/380 Agreement Components:

- An annual sales tax rebate of one half of 1% collected by the city until an amount of \$3,600,000 has been rebated;
- Payments will not begin until the construction of \$5,000,000 in new capital improvements and all public infrastructure at the site has been completed, at least \$100,000 in City sales tax revenues have been generated, and 75 full-time or 300 part-time jobs have been created;
- Sales taxes from a business relocating to the site from another location in the City will not be eligible for inclusion in the available city sales tax revenues for the site;
- Sales tax rebates will be limited to those companies in a retail sector where there is documented retail leakage outside the city limits of Killeen.

Staff recommends that Council consider the attached Ordinance approving the Master Economic Development Agreement By and Among City of Killeen, Texas, Killeen Tax Increment Investment Zone #2 and La Cascata Retail Village LLP.

*Motion was made by Councilmember Rivera to approve OR-021. Motion was seconded by Councilmember Blackstone. Motion carried unanimously.*

### **Public Hearings**

**PH-15-050A** HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from ‘Estate’ to ‘General Commercial’ (FLUM# Z15-26) for approximately .996 acres, being part of the W. H. Cole Survey, Abstract No. 200. The property is located along the west right-of-way of Featherline Road and is locally known as 7950 Featherline Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN’S FUTURE LAND USE MAP FROM ‘ESTATE’ TO ‘GENERAL COMMERCIAL’ FOR APPROXIMATELY .996**

**ACRE OF LAND LOCATED ALONG THE WEST RIGHT-OF-WAY OF FEATHERLINE ROAD, BEING LOCALLY KNOWN AS 7950 FEATHERLINE ROAD, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

The intent of the request is to have commercial enterprise come to this site. The property owner is agreeable to Suburban Commercial zoning.

The Planning and Zoning Commission recommended approval of amending the Future Land Use Map from 'Estate' to 'Suburban Commercial' by a vote of 7 to 1, with Commissioner Harkin in opposition. The 'Suburban Commercial' designation allows a range of commercial and retail uses near residential areas with a scale and intensity compatible with residential uses.

Mayor Cosper opened the public hearing.

Dick Young, 6501 E. Stagecoach Rd - represents the applicant. Spoke in favor of the request. With no one else appearing the public hearing was closed.

*Motion was made by Councilmember Fleming to approve PH-050A changing the requested zoning from General Commercial to Suburban Commercial. Motion was seconded by Councilmember Okray. Motion carried unanimously.*

**PH-15-050B** HOLD a public hearing and consider an ordinance requested by Trey and Julie Gallaway (Case #Z15-26) to rezone .996 acres, being part of the W. H. Cole Survey, Abstract No. 200, from "A" (Agricultural District) to "B-4" (Business District). The property is locally known as 7950 Featherline Road, Killeen, Texas.

The City Secretary read the caption of the 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 "A" (AGRICULTURAL DISTRICT) TO B-4 (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

The staff notified eleven (11) surrounding property owners within a 200' notification boundary. Staff has received no protests.

The Planning & Zoning Commission voted 6 to 2 to approve "B-3" (Local Business District) zoning, with Commissioners Alvarez and Harkin in opposition to the applicant's request. Applicant is agreeable to B-3 zoning.

Mayor Cosper opened the public hearing.

Dick Young, 6501 E. Stagecoach Rd. - spoke in favor of request. With no one else appearing the public hearing was closed.

*Motion was made by Councilmember Kilpatrick to approve PH-050B changing the requested zoning from B-4 to B-3. Motion was seconded by Councilmember Rivera. Motion carried unanimously.*

**PH-15-051** HOLD a public hearing and consider an ordinance by Galdino and Maria Rodriguez

(Case #Z15-27) to rezone approximately 0.216 acres, being part of Block 1, Strip 6, Harbour Addition, from “B-2” (Local Retail District) to “R-1” (Single-Family Residential District). The property is locally known as 505 Harbour Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

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

**Staff comments:** Tony McIlwain

The intent of this request is to occupy the existing building as a residence.

The proposal is consistent with the Comprehensive Plan. The staff notified fifteen (15) surrounding property owners within a 200’ notification boundary. Staff has received no protests.

The Planning & Zoning Commission voted unanimously by a vote of 8 to 0 to recommend approval of the “R-1” zoning request

Mayor Cospet opened the public hearing.

Maria Rodriguez, 505 Harbour Ave - spoke in favor of request.

With no one else appearing the public hearing was closed.

*Motion was made by Councilmember Rivera to approve PH-051. Motion was seconded by Councilmember Okray. Motion carried unanimously.*

### **Adjournment**

With no further business, upon motion being made by Councilmember Rivera, seconded by Mayor Pro-Tem Segarra, and unanimously approved, the meeting was adjourned at 5:39 p.m.



# City of Killeen

## Legislation Details

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**File #:** RS-15-082    **Version:** 1    **Name:** Routeware Full Implementation  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/28/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider a memorandum/resolution approving a contract with Routeware, Inc. to provide GPS tracking hardware and software products for Solid Waste fleet optimization.  
**Sponsors:** Solid Waste  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Quote](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**Approval of contract with Routeware, Inc. to provide GPS tracking hardware and software products for Solid Waste fleet optimization.**

### ORIGINATING DEPARTMENT

**Public Works / Solid Waste Division**

### BACKGROUND INFORMATION

The Solid Waste Division conducted a 365-day pilot program, during which all facets of the Routeware program were tested and validated. The results of the pilot program demonstrated substantial cost savings and avoidance in areas such as fuel and vehicle maintenance, efficiencies and accountability through better command and control, and improved customer service benefits.

### DISCUSSION/CONCLUSION

Routeware, Inc. (Routeware) is a premium service optimization company that specializes in the solid waste industry. Routeware's innovative products and services increase driver accountability and productivity and reduce direct costs. The implementation of Routeware will allow the Solid Waste Division to avoid paper-based routing methods, automate vehicle communications, and avoid manual data processing of operational information. During the pilot program, the Solid Waste division realized cost savings and efficiencies because of reduced idle time, enlarged spans of supervisory control, and decreased vehicle wear. Also, the Solid Waste division received fewer callbacks, while simultaneously receiving a higher capture of overages via overloaded container fees, missed pickup fees, and bulk charges. Full implementation of this initiative will secure substantial efficiencies, lead to better support, and contribute to estimated cost savings per truck of \$25 to \$30 per day, per route.

Routeware is a cost-effective, proven solution currently used by many cities including Tulsa, Oklahoma, and Houston, Texas, and is under consideration by Austin, Texas. This system allows professional conflict resolution over disputed charges and significantly reduces the number of customer service calls the Solid Waste Division receives. The Solid Waste Division, based on the results of the pilot program, predicts reduced expenses and increased customer service satisfaction. Routeware is being purchased through the HGAC Cooperative, and includes a three-year service commitment.

### FISCAL IMPACT

Funds are approved and included in the FY 2016 Solid Waste annual budget, account number 540.3460-439.61-40 in the amount of \$352,000 for the purchase of Routeware GPS Tracking hardware and software products.

The one-time cost to implement Routeware across the fleet including cost per truck, hardware, software, and back office support is \$258,478. Annual operating costs are projected to be approximately \$65,000, for back-office support fees, basic support and cellular fees, premium

cellular support fees, cloud-hosting fees, onboard computer support fees, and camera system fees.

## **RECOMMENDATION**

City staff recommends full implementation of Routeware hardware and software technology in all 42 heavy duty and 12 light duty Solid Waste vehicles and requests that the City Council authorize the City Manager to enter into an agreement with Routeware, Inc. to implement the full Routeware program across the Solid Waste fleet and to execute any change orders within the amounts established by state and local law.



**Sales Contact:** Jay Nichols  
**Phone:** (678) 653-9818  
**Email:** jnichols@routeaware.com

Date: October 20, 2015  
 Quote Expires: 30 day(s)

**Quotation # 000123-R3**

**Customer:**

**City of Killeen, TX**  
 2003 Little Nolan Road  
 Killeen, TX 76541

**Contact:** Cleghorn, Michael  
**Phone:** (254) 501-6376  
**Email:** MCleghorn@killeentexas.gov

**Ship to:** City of Killeen, TX  
 2003 Little Nolan Road  
 Killeen, TX 76541

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
PILOT-DEFERRED	Pilot Credit (per Amendment No. 1)	-1	6,000.00	-6,000.00
<b>Total:</b>				<b>-6,000.00</b>

**HARDWARE**

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
RWH100-BA	Heavy Duty Hybrid (External Modem, External Antenna, Accessories)	42	1,872.00	78,624.00
RWCAM100-BA	Camera	42	350.00	14,700.00
RWHDV100-BA	Basic Heavy Duty Vehicle (HDV) Modem, no jBUS	5	134.00	670.00
<b>Hardware Total:</b>				<b>93,994.00</b>

**SOFTWARE**

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
SW License - RCC	RouteWare Command & Control (up to 15 units)	1	11,997.00	11,997.00
SW License - RCC Add	RouteWare Command & Control Additional	27	150.00	4,050.00
SW License - OBC	Perpetual OBC Software License	42	1,500.00	63,000.00
SW License - Camera	Camera License	42	117.00	4,914.00
SW License - REP	Reporting Module	1	19,999.00	19,999.00
SW License - RFO	RouteWare Front Office	1	29,999.00	29,999.00
<b>Software Total:</b>				<b>133,959.00</b>



**Sales Contact:** Jay Nichols  
**Phone:** (678) 653-9818  
**Email:** jnichols@routeaware.com

Date: October 20, 2015  
 Quote Expires: 30 day(s)

**Quotation # 000123-R3**

**SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Prof Svs - PM&T	Project Management and Training	1	10,000.00	10,000.00
Prof Svs - Truck Inst	Truck Installation	42	200.00	8,400.00
Prof Svs - Camera Inst	Camera Installation	42	100.00	4,200.00
Prof Svs - Basic Inst	Basic unit Installation	5	29.00	145.00
Prof Svs - RMS Interf	Third Party Software Interface	1	10,000.00	10,000.00
HW Warranty	2 Year Warranty Extension for Heavy Duty Hybrid	42	90.00	3,780.00

**Services Total: 36,525.00**  
**Order Total: 258,478.00**  
**Deposit Due: 113,976.50**

Payment Terms:  
 Hardware & Software: 50% due upon execution of order, 50% prior to shipment  
 Services: Due 10 days from invoice date





**Sales Contact:** Jay Nichols  
**Phone:** (678) 653-9818  
**Email:** jnichols@routeware.com

Date: October 20, 2015  
 Quote Expires: 30 day(s)

**Quotation # 000123-R3**

Basic Support & Cellular	29.99	Per Unit, Per Month
Cloud Hosting	595.00	Per Month
On-Board Computer Support Fee	59.00	Per Unit, Per Month
Camera System Fee	5.00	Per Unit, Per Month
Routeware Back Office Software Support Fee	3,048.93	Per Year

Support Fees include the following:

1. CPU support (whether purchased from Routeware or not)
2. Monitor support
3. Camera support
4. Modem support
5. Cabling support
6. One-year warranty on hardware
7. Troubleshooting software in the vehicle
8. Troubleshooting the back office server
9. Routinely updating software in the vehicle with patches and fixes
10. Routinely updating software on the server with patches and fixes
11. Troubleshooting and monitoring the cellular network
12. Providing new functionality to vehicle software at no additional cost
13. Providing new functionality to back office software at no additional cost
14. Providing phone support
15. Imaging hardware with software
16. Performing hardware warranty work (for hardware purchased from Routeware)
17. Providing hardware at Routeware cost
18. Years of continuing research on the type of hardware that customers should purchase
19. Supporting and troubleshooting the RMS/billing interface
20. Consulting about best practices in waste fleet automation

This quotation and all products and services herein are subject to and limited to the terms and conditions contained in Routeware’s Master Terms attached. Any purchase orders issued in response to this Quotation, will be deemed acceptance of such terms and any acknowledgement Routeware issues is expressly conditioned on such acceptance.

Order commitment is for three years of service.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes unless otherwise exempt as stated in an exemption certificate issued by the State of Texas.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which will need to be purchased separately.

Routeware is not a Billing or Route Management System (RMS) expert and does not represent any RMS or Billing company in any way.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Customers please choose a cellular option and initial.

\_\_\_\_\_ Cellular Contract For Modems (Customer Provided)

\$24.00 per month, per modem

\_\_\_\_\_ Cellular Contract For Modems (Routeware Provided)

\$30.00 per month, per modem (with cameras)

**Quotation # 000123-R3 | Date: October 20, 2015**



**Sales Contact:** Jay Nichols  
**Phone:** (678) 653-9818  
**Email:** jnichols@routeware.com

Date: October 20, 2015  
Quote Expires: 30 day(s)

**Quotation # 000123-R3**

I authorize this purchase subject to the terms and conditions of the Master Terms.

**City of Killeen, TX**

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Signature

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Title

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Name (Printed)

---

Date

**Routeware, Inc.**

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Signature

---

Title

---

Name (Printed)

---

Date

**Quotation # 000123-R3 | Date: October 20, 2015**

**16575 SW 72nd Ave. Portland, OR 97224 • Office: 503.906.8500 • Fax: 503.906.8544**



**Sales Contact:** Jay Nichols  
**Phone:** (678) 653-9818  
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Date: October 20, 2015  
Quote Expires: 30 day(s)

**Quotation # 000123-R3**

## Statement of Confidentiality & Non-Disclosure

*Subject to disclosure under the Freedom of Information Act*

This document contains proprietary and confidential information. All information and data submitted to City of Killeen, TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Killeen, TX who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

**BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE  
AFOREMENTIONED STATEMENT.**

**Quotation # 000123-R3 | Date: October 20, 2015**

# ROUTEWARE SALES AND LICENSE TERMS

This document lists the terms and conditions under which Routeware, Inc., a Delaware corporation with offices located at 16575 SW 72<sup>nd</sup> Avenue, Portland, OR 97224 ("Routeware"), is willing to sell products and services to the entity listed in an Order Form issued by Routeware ("Customer"). Together with an Order signed by Customer, these terms and conditions form an "Agreement" with respect to the Products and Services listed in the Order.

## **TERMS AND CONDITIONS**

### **1. GENERAL ORDERING PROCESS**

**1.1 Ordering.** From time to time, Routeware may sell to Customer hardware products (including all on-board computers and peripheral devices, such as the RCore devices) ("Hardware") and software products ("Software") (together, "Products"), and related Support (as defined in Section 2) and/or other installation, maintenance, consulting, software development or disaster recovery services (collectively, "Services"), all pursuant to an authorized order form issued by Routeware that is signed by Customer (an "Order"). Together, an Order and these terms and conditions form an "Agreement" between Routeware and Customer regarding the Products and Services subject to the Order.

**1.2 Delivery.** Routeware will use reasonable efforts to meet the delivery dates for Products and Services that are specified in an Order. All Product shipments are delivered F.O.B. Routeware's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery.

**1.3 Payment Terms.** Each Order sets forth the amounts due for all Products and Services that it covers (the "Fees"). Unless otherwise stated in an Order, Customer will pay all invoiced Fees in United States Dollars within thirty (30) days following invoice date. Any Fee not paid when due will bear a late payment charge of 1.5% per month compounded daily from the due date until the date paid, or such lower rate as allowed by applicable law. All Fees are non-refundable. Customer will reimburse Routeware in full for any and all collection costs incurred by Routeware. Routeware may, at its option, delay the delivery of Products or suspend Services and Support until all overdue Fees have been paid in full. If Routeware permits delayed payment or otherwise finances any purchases of Products by Customer, (a) Customer grants to Routeware a first priority, purchase money security interest in such Products as collateral until payment is made in full, (b) Routeware will enjoy all rights and remedies available to it with respect to such collateral under applicable law, (c) Customer will take all steps reasonably requested by Routeware to facilitate such security interest, and (d) Customer will not transfer nor permit any other security interests or liens to be applied to such Products until payment is made in full. Customer is responsible for all applicable taxes and will reimburse Routeware for the same.

## 2. SOFTWARE LICENSES; SUPPORT

**2.1 Truckware License.** “Truckware” means all Software that is pre-loaded and operates on the hardware that is integrated into the Customer’s truck fleet, whether sold by Routeware or certified and approved by Routeware in writing. Subject to the provisions of the Agreement and subject to Customer continuing to maintain Support per Section 2.4, Routeware grants a limited, non-transferrable, perpetual license to Customer to operate the Truckware on the specific hardware product on which it was originally loaded (whether sold by Routeware or certified and approved by Routeware), in accordance with the user guides, specifications and other documentation provided by Routeware for that Truckware (the “Documentation”), and up to the number of trucks authorized on the Order. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Routeware.

**2.2 Officeware License.** “Officeware” means all Software that is provided for installation and use as office software (including the RBO server and client software). Subject to the provisions of the Agreement, Routeware grants a limited, non-transferrable license during the License Period to Customer to install a single instance of the server version of Officeware on a networked server and to allow up to ten (10) users to use the client version of Officeware, all in accordance with its respective Documentation. The Officeware license will continue in force for the period listed on the applicable Order, or if no such period is stated, for automatically renewing periods of one (1) year started from the Order date (in either case, the “License Period”), subject to either party electing against renewal by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period.

**2.3 Support and Maintenance.** All support and maintenance services for Software listed in an Order are further subject to the terms and conditions listed at (“Support”).

**2.4 Restrictions; Reservation of Rights.** Customer agrees not to (and to not enable any third party to): (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software (except that Customer may make up to two archival copies of the Officeware solely for backup purposes); (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws; and (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software. All Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Other than as stated in this Agreement, Routeware grants Customer no other right, title or interest in any Software.

**3. THIRD PARTY HARDWARE AND SOFTWARE.** Certain hardware and software sold by Routeware is manufactured, developed or made available by other companies and distributed by Routeware for use in conjunction with the Products ("Third-Party Products"). Routeware will identify all Third-Party Products in the Order. Third Party Software may be subject to additional license terms and restrictions; see such software for details. Routeware does not offer any warranty or representations on the Third-Party Products, and is not responsible for fulfillment of any warranty provided by the third party supplier. Routeware hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Product warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

**4. OTHER SERVICES.** All other Services provided by Routeware under an Order are further subject to a statement of work issued by Routeware. Routeware will perform such Services in a professional, competent and workmanlike manner in accordance with the prevailing standards in Routeware's industry. Customer acknowledges that the timely and successful performance of Services requires good faith cooperation by Customer. Therefore, Customer shall furnish all information, access, assistance and services reasonably requested by Routeware. In the event that any failure by Customer to comply with the provisions of this Section 4 results in any delay in performance of the Services by Routeware, Routeware shall not be deemed in breach of the Agreement for such delay. Customer shall reimburse Routeware for all expenses reasonably incurred in the performance of Services, as such have been approved in advance by Customer. Except with respect to any Customer Confidential Information or pre-existing intellectual property included therein (collectively, "Customer Property"), Routeware will retain all right, title and interest in and to all deliverables and work product (including any and all intellectual property rights therein) generated as a result of the Services. Customer's rights to the deliverables and work product shall be the same as the rights granted to Customer under this Agreement with respect to the applicable Hardware and Software.

**5. AUDITS.** During any time that Customer is using Hardware or Software under an Agreement, and for one year thereafter, Routeware will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with this Agreement. The audit will include at a minimum Routeware having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days' prior written notice to Customer. The audit will be conducted at Routeware's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Routeware the amount of that underpayment and, in addition, will reimburse Routeware's reasonable and actual costs for that audit.

## 6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

**6.1 Mutual.** Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it; (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party; (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

### 6.2 Products.

**(a)** Subject to the exceptions listed below in part (b), Routeware warrants (i) that the Hardware will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one year from the date of initial delivery or renewal (the "Hardware Warranty Period"); and (ii) for a period of ninety (90) days from the date of initial delivery (the "Software Warranty Period") the Software will perform in substantial conformance with its Documentation. Customer may purchase renewals of the Hardware Warranty Period through extended service plans made available by Routeware in its discretion. Following the end of the Hardware Warranty Period, Routeware will have no further obligation to repair or support the applicable Hardware.

**(b)** Routeware's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty or Software Warranty will be repair or replacement of the defective Product. All claims must be received by Routeware promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware and Software Warranties do not apply to any defect or failure to operate that is attributable to: (i) Customer's misuse or abuse of or failure to maintain the Product; (ii) Customer's failure to operate the Product in accordance with Routeware's Documentation; (iii) any change made to the Product by Customer without Routeware's written approval; (iv) any defect, limitation or incompatibility in any equipment or other component installed by Customer; (v) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies; (vi) any material change in Customer's business or in the operating conditions under which the Product is used or (vii) translations.

**6.3 Disclaimer.** THE WARRANTIES OF THIS SECTION 6 ARE THE EXCLUSIVE WARRANTIES OFFERED BY EITHER PARTY AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

## **7. LIMITATION OF LIABILITY**

**7.1 INDIRECT DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 9.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.2 TOTAL LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 9.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO ROUTEWARE IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY.

**7.3** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **8. TERM AND TERMINATION**

**8.1 Term of Agreement.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Section 8.

**8.2 Termination Rights.** This Agreement may only be terminated as follows: (a) by mutual, written agreement of the parties; (b) by either party if the other party materially breaches this Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party; (c) by either party if such party elects to not renew all License Periods; or (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.



**8.3 Effect of Termination.** Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies: (a) Customer shall immediately cease all use of all Hardware and all Software; (b) all other rights and obligations immediately cease, except that Sections 1.3, 2.4, 5, 6.3, 7, 8.3, 9 and 11 shall survive termination; (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and (d) Customer will immediately pay Routeware any undisputed amounts still outstanding.

**8.4 Non-Appropriation and Right of Termination.** The obligations of the City of Killeen to make payments to Routeware pursuant to this Agreement are subject to appropriation by the City of Killeen of funds that are lawfully available to be applied for such purpose. If the City of Killeen fails to make such an appropriation prior to a fiscal period for the Payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. Upon any such termination of this Agreement, all of City of Killeen's right, title and interest in and its obligations under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period for which such an appropriation was made.

## **9. CONFIDENTIAL INFORMATION; PUBLICITY**

**9.1 Confidential Information.** This agreement is subject to disclosure under the Public Information Act. Nothing in this section or otherwise should be interpreted to limit disclosure of information subject to the Public Information Act. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 9.1 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within 30 days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Routeware Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own Confidential Information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria: (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession; (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records; (c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality. Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This Section does not intend to grant a

Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

**10. Terms; Publicity.** The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least 10 days' prior written notice of such disclosure. Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

## **11. MISCELLANEOUS**

**11.1 Independent Contractors.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

**11.2 Force Majeure.** Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

**11.3 Assignment.** Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances: (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld; (b) as part of a re-organization or restructuring; (c) to the surviving entity of a merger transaction; or (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

**11.4 Changes & Waivers.** All amendments and modifications of this Agreement must be in a writing that is signed by the parties and expressly references this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.



**11.5 Governing Law; Jurisdiction.** The laws of the State of Texas, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Bell County, Texas as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts

**11.6 Attorney Fees.** The prevailing party in any litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

**11.7 Conflicts; Order of Precedence.** In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect. This Agreement controls any conflicts between any of its provisions and those of any Order.

**11.8 Integration.** This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document will have no effect and are hereby rejected.

**11.9 Notices.** Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.9.

**11.10 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

**11.11 Headings; Interpretation.** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

# SUPPORT PLAN TERMS & CONDITIONS

This document provides more specifics about the Routeware Support Plan. It is subject to the provisions of the Master Agreement and all related Orders (collectively, the “Master Agreement”) between Routeware and its customer (“Customer,” “You,” or “Your”). Any capitalized words not defined in this Support Plan are defined in the Master Agreement.

You must have purchased a Software or Hardware Support Plan for any of the terms and conditions below to apply.

## GENERAL

Plan Duration. All Support Plans cover 12-month periods beginning January 1 and ending on December 31 (a “Plan Year”). Plans purchased mid-year are pro-rated based on the number of days remaining in a given Plan Year. All Support Plans automatically renew on December 31 unless Routeware receives from Customer a written notice of non-renewal no later than December 1. Support Plans are not cancellable outside of the notice period.

Billing. Customer may pay for entire Plan Year up front, or quarterly (a discount may apply for payment up front). If Customer fails to pay any amounts when due, Routeware may, at its option, suspend all Support Plans, or continue to provide all or part of the Support Plan at the applicable time and materials rate, in either case until such time as the Customer’s account is paid in full (including all Reinstatement Fees). Support Plan payments are non-refundable.

Third Party Vendor-Specific Support Terms. You must remain on a supported environment– including applications and hardware platforms – to receive any Support Plan. You may be required to upgrade to a current Routeware-certified and supported third party application, hardware platform, framework, database, and/or operating system configuration to continue receiving a Support Plan.

## HARDWARE SUPPORT PLAN

A Hardware Support Plan extends the warranty on the hardware purchased from Routeware for an additional Plan Year. See the Master Agreement for details on the warranty. Hardware Support Plans are not available on any hardware that Routeware has declared as EOL (including the DMS3000 and DMS5000 products).

Hardware Support Plans are only available if purchased immediately following expiration of the Hardware Warranty; Routeware will not provide a Hardware Support Plan for hardware that has had a lapse in warranty coverage.

Any support (including repair work) done by Routeware outside of a Hardware Support Plan is subject to a Time and Materials Rate of \$195.00 per hour for hardware repair labor, billed in 15 minute increments, plus the cost of parts in accordance with Routeware spare parts pricing.

## SOFTWARE SUPPORT PLAN

Coverage. A Software Support Plan covers all Software (e.g. Truckware and Officeware) licensed by Customer from Routeware (except for any Software that has reached EOL, as announced by Routeware). It includes the provision of Technical Support and Updates (each defined below) during a Plan Year. Unless stated otherwise by Routeware in writing, Software Support for a given version of Software is available for three years from the date of release.

Reinstatement. Should You want to add Software Support following a period in which you did not have a Software Support Plan in place, than in addition to paying for the current Plan Year, You must pay a Reinstatement Fee covering the lapse period (prorated daily) at a price equal to 150% of the most recent Software Support Plan price that You paid prior to the lapse (or, if You did not purchase a Software Support Plan at order, the price that would have applied at the time of your original order).

Technical Support. A Software Support Plan includes technical support by phone and email, during the hours of 8:00 a.m. to 5:00 p.m. PST, Monday through Friday, but excluding the following Routeware holidays:

- New Year's Day
- Memorial Day
- Independence Day (US)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Any support outside of these time frames is subject to Routeware discretion, and will be further subject to an additional charge of \$195 per hour, billed in 15 minute increments. Any on-site support requires a professional services engagement, as documented in a statement of work.

Technical Support may also include the following:

- Certification with third-party products/versions
- Assistance with service requests during published support hours
- Access to on-line support
- A diagnosis of problems or issues of the supported Software

Routeware will use commercially reasonable efforts to meet the response and resolution times listed in the table below.

Updates. A Software Support Plan includes the provision of Updates. "Update" means a subsequent release of Software which Routeware generally makes available to its customers who have purchased a Software Support Plan. Updates do not include any release, option or future Software for which Routeware charges a separate fee. Updates are provided as and when available (as determined by Routeware) and may not include all previously available versions. Routeware develops Updates in its discretion, and has no obligation to develop any specific feature or functionality. Updates are made available by delivery (which may be subject to a shipping and handling charge) or by download, in Routeware's discretion. If delivered, You will receive one copy for each supported operating system for which Your Software licenses were ordered. You shall be responsible for copying, downloading and installing any Updates. Updates are subject to the terms and conditions of the Master Agreement, and are covered by the same license as the Software to which the Updates pertain.

Customer Obligations. Software Support is conditioned on You doing the following: (a) You shall use commercially reasonable efforts to provide Routeware with the necessary access (e.g., access to server files, log files, application software or database extracts) required to provide Software Support; (b) You will designate, and identify by name, phone number, e-mail address and other appropriate contact methods, Customer Contacts, whom shall be the only personnel authorized to communicate with Routeware regarding Software Support; (c) You will apply all Updates, bug fixes, critical patches and configuration recommendations according to Routeware's instructions promptly following delivery; and (d) You will provide Routeware with remote online access via the Internet to all Hardware (including all truck on-board units), Software and servers for the purposes of troubleshooting, general assistance, and verification of compliance with licensing terms.

Response/Resolution Times:

Severity level and definition:	Acknowledge error report	Complete Patch, Answer, Workaround, of Temp Fix	Release Final Version of Fix
<b>Priority level 1</b> : A Critical Severity issue has significant to critical impact on production; product is largely unusable	1/2 hour	Routeware will use commercially reasonable efforts to address in <b>24 hours</b>	In one of next two updates if deemed appropriate for all customers
<b>Priority level 2</b> : has some business impact on production system resulting in some loss in functionality; the software is usable but operating sub-optimally	24 hours	Routeware will use commercially reasonable efforts to address in <b>10 days</b>	In one of next two updates if deemed appropriate for all customers
<b>Priority 3</b> : non-production questions including general usage questions, issues related to a non-production system. There is no impact on performance, quality, of functionality.	3 days	Routeware will use commercially reasonable efforts to address in <b>15 days</b>	N/A

Exclusions. Routeware is not obligated to provide Hardware or Software Support Services when: (a) Routeware products have been changed, modified or damaged by anyone other than Routeware; (b) the issue is caused by Your negligence or misuse of software or hardware, or other causes outside of Routeware’s control; (c) the issue is caused by third party hardware or software, or by Your network infrastructure; or (d) Your Routeware products are EOL or is otherwise not a currently supported version, as determined by Routeware's announced policies.

Changes. Routeware reserves the right to change these Support Plan Terms & Conditions at any time; provided however, that any such changes are in writing and signed by both parties.



# City of Killeen

## Legislation Details

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**File #:** RS-15-083    **Version:** 1    **Name:** Airport Communications License Amendment  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 10/19/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider a memorandum/resolution approving a communications facilities license agreement amendment with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services at Killeen-Fort Hood Regional Airport.  
**Sponsors:** Aviation Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum Amendment](#)  
[Memorandum of Agreement](#)  
[Certificate of Authority](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		



## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**Killeen Fort Hood Regional Airport Communications Facilities License Amendment with New Cingular Telephone Company, LP, d/b/a AT&T Wireless Services.**

### ORIGINATING DEPARTMENT

**Department of Aviation**

### BACKGROUND INFORMATION

On July 13, 2004, Council approved a contract for cellular service with Texas Cellular Telephone Company, LP, d/b/a AT&T Wireless Services to establish and operate a cellular telephone site at the Killeen-Fort Hood Regional Airport. The contract provided for an initial five (5)-year term and several automatic extension options. The current term expires August 31, 2017.

### DISCUSSION/CONCLUSION

Staff has negotiated an amendment with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services (successor by merger to Texas Cellular Telephone Company, LP) to extend the existing Communications Facilities License (agreement) for an additional five (5)-year term beginning September 1, 2017, through August 31, 2021, with an option to automatically renew the agreement for five (5) additional five (5)-year terms.

### FISCAL IMPACT

The tenant will pay the airport a total of \$2,400 per month in rental charges and shall continue for the first twelve (12) months of the extension. The rental rate increases by 2% each year thereafter. First-year annual revenues to the Killeen-Fort Hood Regional Airport enterprise fund will be \$28,800.

### RECOMMENDATION

City Council approve the attached first amendment to communications facilities license with New Cingular Wireless PCS, LLC, d/b/a AT&T Wireless Services, Inc. and authorize the City Manager to execute same.

Cell Site No.: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG  
Fixed Asset No.: 10105531  
Market: N. TX  
Address: 8101 Clear Creek Road

## FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the City of Killeen, Texas, a home rule municipal corporation, having a mailing address of 8101 South Clear Creek Road, Box C, Killeen, TX 76549 (hereinafter referred to as “**City**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Texas Cellular Telephone Company, LP, dba AT&T Wireless Services, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Licensee**”).

**WHEREAS**, City (or its respective predecessor-in-interest) and Licensee (or its respective predecessor-in-interest) entered into a Communications Facilities License dated July 26, 2004 (hereinafter, the “**Agreement**”), whereby City leased to Licensee certain Premises, therein described, that are a portion of the Property (“**Property**”) located at 8101 Clear Creek Road, Killeen, TX; and

**WHEREAS**, the current term of the Agreement will expire on August 31, 2017, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, City and Licensee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, City and Licensee desire to amend the Agreement to adjust the Rent Payment (as defined below) in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, City and Licensee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, City and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

**WHEREAS**, City and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”) commencing on

Cell Site No.: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG  
Fixed Asset No.: 10105531  
Market: N. TX  
Address: 8101 Clear Creek Road

September 1, 2017 (“**New Term Commencement Date**”). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an “**Additional Extension Term**” and each such Additional Extension Term shall be considered an Extension Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Licensee unless Licensee notifies City in writing of Licensee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term (“**Term**”).

2. **Rent Payment.** Commencing on September 1, 2017, the current Rent Payment payable under the Agreement shall be Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) per month (the “**Rent Payment**”), and shall continue during the Term, subject to adjustment as provided herein. Section 4 of the Agreement shall be amended to provide that Rent Payment shall be adjusted as follows: in year two (2) of the New Initial Term and each year thereafter, including throughout any Additional Extension Term exercised, the monthly Rent Payment will increase by two percent (2%) over the Rent Payment paid during the previous year.

3. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by City within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by City, and shall not be payable by Licensee. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by City. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

4. **Acknowledgement.** City acknowledges that: 1) this First Amendment is entered into of the City’s free will and volition; 2) City has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding City’s decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) City has been advised and is informed that should City not enter into this First Amendment, the underlying Agreement between City and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee:

Cell Site No.: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG  
Fixed Asset No.: 10105531  
Market: N. TX  
Address: 8101 Clear Creek Road

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG (TX); Fixed Asset No.: 10105531  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG (TX); Fixed Asset No: 10105531  
208 S. Akard Street  
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to City:

City of Killeen, Texas  
Attn: Assistant Executive Director of Aviation  
8101 South Clear Creek Road  
Box C  
Killeen, TX 76549

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, City will send the below documents to Licensee. In the event Licensee does not receive such appropriate documents, Licensee shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new City including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

6. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

**Cell Site No.:** DX-3831  
**Cell Site Name:** KILLEEN AIRPORT TERMINAL BLG  
**Fixed Asset No.:** 10105531  
**Market:** N. TX  
**Address:** 8101 Clear Creek Road

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG  
Fixed Asset No.: 10105531  
Market: N. TX  
Address: 8101 Clear Creek Road

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY:  
City of Killeen, Texas,  
a home rule municipal corporation

LICENSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

Print Name: Glenn Morrison

Title: City Manager

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

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

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

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

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

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

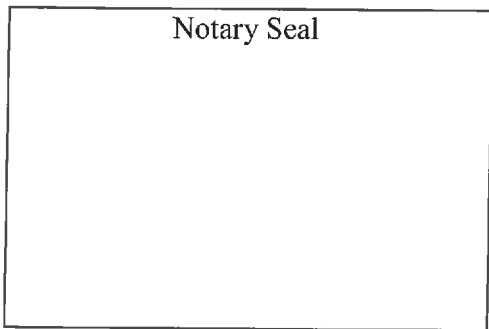
Cell Site No.: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG  
Fixed Asset No.: 10105531  
Market: N. TX  
Address: 8101 Clear Creek Road

CITY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
                                      )    SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the **City of Killeen, Texas**, a home rule municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

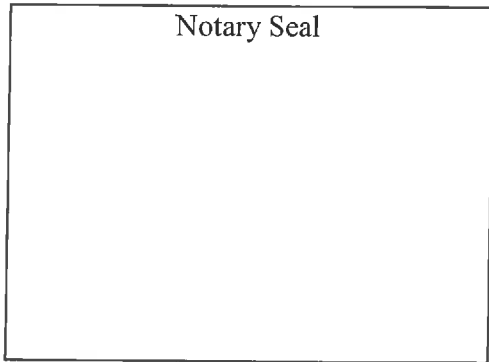
Cell Site No.: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG  
Fixed Asset No.: 10105531  
Market: N. TX  
Address: 8101 Clear Creek Road

**LICENSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the \_\_\_\_\_ of AT&T Mobility Corporation, the  
Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be  
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



Notary Seal

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

My appointment expires: \_\_\_\_\_



**Cell Site No.:** DX-3831  
**Cell Site Name:** KILLEEN AIRPORT TERMINAL BLG  
**Fixed Asset No.:** 10105531  
**Market:** N. TX  
**Address:** 8101 Clear Creek Road

## **Attachment 1**

### **Memorandum of Agreement**

**Cell Site No.:** DX-3831  
**Cell Site Name:** KILLEEN AIRPORT TERMINAL BLG  
**Fixed Asset No.:** 10105531  
**Market:** N. TX  
**Address:** 8101 Clear Creek Road

**Exhibit A**

**Copy of Agreement**

**THIS DOCUMENT PREPARED BY,  
and  
WHEN RECORDED RETURN TO:**

Michael Fraunces, President  
Md7, LLC  
10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130

**PARCEL #: 208579 & 208580**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: DX-3831  
Cell Site Name: KILLEEN AIRPORT TERMINAL BLG (TX)  
Fixed Asset Number: 10105531  
State: TX  
County: Bell

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Killeen, Texas, a home rule municipal corporation, having a mailing address at 8101 South Clear Creek Road, Box C, Killeen, TX 76549 (hereinafter referred to as "City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Texas Cellular Telephone Company, LP, dba AT&T Wireless Services, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Licensee").

1. City and Licensee (or their predecessors in interest) entered into a certain Communications Facilities License dated July 26, 2004, as further amended by that certain First Amendment to Communications Facilities License dated \_\_\_\_\_, 201\_\_ (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at City's real property located in the City of Killeen, County of Bell, commonly known as 8101 Clear Creek Road ("Property"). All of the foregoing are set forth in the Agreement.
2. The New Initial Term will be five (5) years ("New Initial Term") commencing on September 1, 2017, with five (5) successive five (5) year options to renew.

3. The City agrees to lease a portion of their Property (as further described in **Exhibit 1** annexed hereto) to Licensee (the **"Premises"**).
  
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**CITY:**  
City of Killeen, Texas,  
a home rule municipal corporation

**Licensee:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

**By: AT&T Mobility Corporation**  
**Its: Manager**

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

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

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

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

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

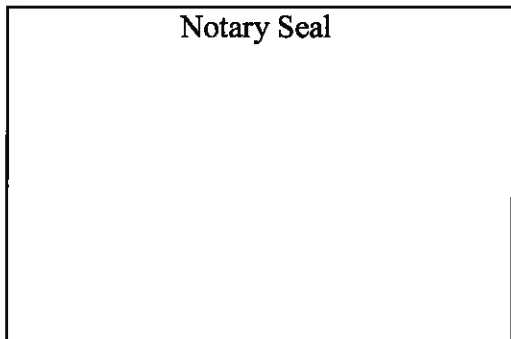
**Date:** \_\_\_\_\_

**CITY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the **City of Killeen, Texas**, a home rule municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

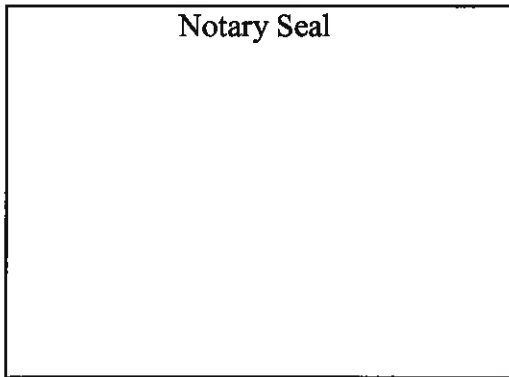
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**LICENSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
   ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of \_\_\_\_\_  
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**Exhibit 1 to Memorandum of Agreement**

**Legal Description  
(page 1 of 2)**

The Property is legally described as follows:

Street Address: 8101 Clear Creek Road, Killeen, TX 76549

Parcel #: 208579 & 208580

FIELD NOTES for a tract of land in Bell County, Texas, part of the R.K. Noah Survey, Abstract No. 1101, the C.C. Allen Survey, Abstract No. 1100, and the R. A. McGee Survey, Abstract No. 563, and the land herein described being a part of that certain 240.17 acre tract from Kansas City Life Insurance Co. to the United States of America described in a deed, being of record in Volume 510, Page 10, Deed Records of Bell County, Texas and that certain 199.85 acre tract from A. Judson Henderson, etux, to The United States of America described in a deed, being of record in Volume 504, Page 609, Deed Records of Bell County, Texas.

BEGINNING at point in the west margin of Clear Creek Road that bears N. 04°49'26" W., 182.74 feet from the intersection of the south margin of Reess Creek Road with the west margin of Clear Creek Road, for a corner of this.

THENCE S. 04°49'26" E., 948.00 feet to a 3/8" iron rod set, for the southeast corner of this.

THENCE S. 78°03'28" W., 588.90 feet to a 3/8" iron rod set, for the southwest corner of this.

THENCE N. 22°36'02" W., 2513.58 feet to a 3/8" iron rod set, for the northwest corner of this.

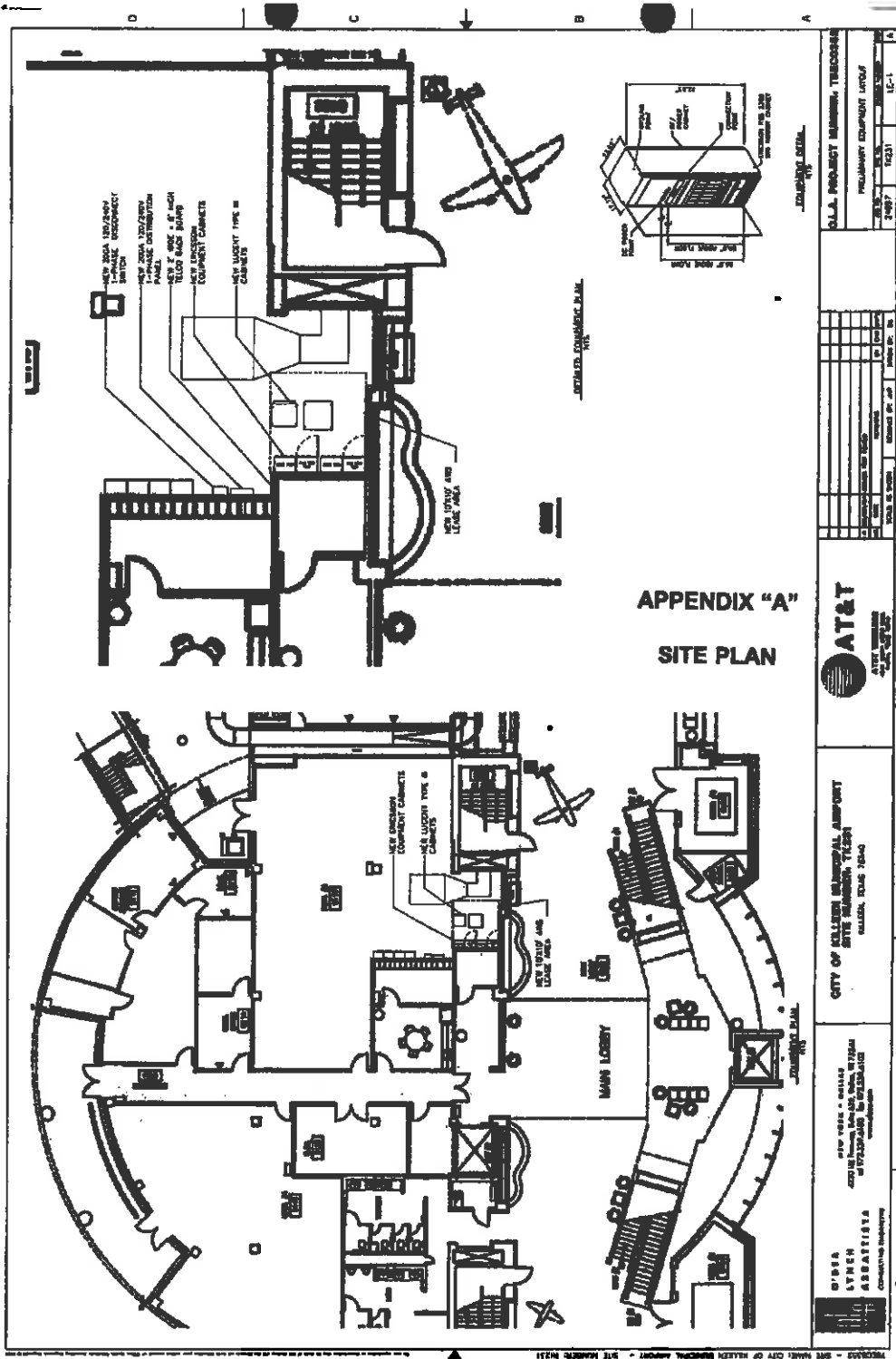
THENCE N. 67°23'57" E., 2263.32 feet to a 3/8" iron rod set in the west margin of Clear Creek Road, for the northeast corner of this.

THENCE with the west margin of Clear Creek Road S. 12°59'04" W., 317.43 feet to a 3/8" iron rod set and S. 17°01'39" W., 1897.71 feet to the PLACE OF BEGINNING, containing 76.571 acres of land.

The bearings for the above description are based upon Texas State Plane Coordinate System (Central Zone) derived by G.P.S. observation.

The Premises (and access and utility easements) is located on a portion of the Property and is described as follows:





APPENDIX "A"  
SITE PLAN

<b>AT&amp;T</b> AT&T TELEPHONE COMPANY 4500 W. 12TH AVENUE DENVER, CO 80202	CITY OF KILLBUCK MUNICIPAL AIRPORT KILLBUCK, OHIO 43034	NEW WORK & INSTALLATION CONSULTING ENGINEERS 1000 W. 12TH AVENUE, SUITE 100 DENVER, CO 80202
	O.L.S. PROJECT NUMBER: T2800000 PRELIMINARY EQUIPMENT LAYOUT SHEET NO. 12-1	DATE: 12/21/87 DRAWN BY: J.S. CHECKED BY: J.S. SCALE: AS SHOWN

**CERTIFICATE OF AUTHORITY –  
MUNICIPALITY / MUNICIPAL ENTITY**

IN RE: City of Killeen, Texas, a home rule municipal corporation  
*Name of Municipality/Municipal Entity*

We, the undersigned Officers, Board Members, Trustees, and/or Superintendents of the above-named Municipality/Municipal entity (the “**Municipality/Municipal Entity**”), hereby certify that we have reviewed the books and records of the Municipality/Municipal Entity, and that the individuals named below are the current Officers, Board Members, Trustees, and/or Superintendents of the Municipality/Municipal Entity, holding the title indicated:

**NOTE:** Please have the necessary Officers, Board Members, Trustees, and/or Superintendents according to your Municipal By-Laws, sign this Certificate and check the box if authorized to sign real estate transactions on behalf of the Municipality/Municipal Entity.

<u>Authorized Signatory</u> (✓if yes)	<u>Name</u>	<u>Title</u>	<u>Signature</u>
<input checked="" type="checkbox"/>	<u>Glenn Morrison</u>	<u>City Manager</u>	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____

**PLEASE CHECK THE APPROPRIATE BOX FOR THE NUMBER OF REQUIRED SIGNATORIES:**

1 person       2 persons       All      Other \_\_\_\_\_

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



# City of Killeen

## Legislation Details

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**File #:** RS-15-084    **Version:** 1    **Name:** DEAAG Application for Potential RGAA Project  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 11/5/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider a memorandum/resolution approving the submittal of a Defense Economic Adjustment Assistance Grant (DEAAG) application for a potential Robert Gray Army Airfield Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)

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

**City Manager/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 million 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 that permit 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, or 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 80% of the total project cost; the remaining 20% will be the required sponsor match.

### FISCAL IMPACT

Total project cost is estimated to be \$4,500,000. Design, engineering, and construction are estimated to be \$3,600,000, thus the match requirement is \$900,000. The match will be met with \$750,000 of "in-kind" services provided by the Army; the remaining \$150,000 will also be funded by the Army through a Memorandum of Understanding (MOU) with the City.

### RECOMMENDATION

Recommend the Council approve the submission of a DEAAG application.



# City of Killeen

## Legislation Details

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**File #:** OR-15-022    **Version:** 1    **Name:** Amend Chapter 7 Aviation Abolishing Joint Board  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 10/19/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider an ordinance amending Chapter 7 Aviation; repealing the ordinance that created the Killeen, Harker Heights, and Bell County Joint Airport Zoning Board; and designating the Planning and Zoning Commission as the Airport Zoning Commission.  
**Sponsors:** Aviation Department, City Attorney Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**ORDINANCE AMENDING CHAPTER 7  
AVIATION, REPEALING ORDINANCE 87-49  
THAT CREATED THE JOINT AIRPORT ZONING  
BOARD, AND DESIGNATING AN AIRPORT  
ZONING COMMISSION**

### ORIGINATING DEPARTMENT

**Aviation and Legal**

### BACKGROUND INFORMATION

On October 24, 1978, the Killeen, Harker Heights, Bell County Joint Airport Zoning Board (JAZB) was created to adopt appropriate height hazard zoning pursuant to state statute. The JAZB passed an ordinance establishing height hazard zoning for Skylark Field on February 28, 1979.

Subsequently the Killeen City Council acted to abolish the JAZB in 1982 because the city had surpassed 25,000 in population. The Local Government Code authorized cities of more than 25,000 in population by last federal census to airport zone outside of their city limits. However, the state legislature in the following legislative session of 1983 passed a statute raising the population needed to airport zone without a joint board to 50,000. As a result, The JAZB was reinstated, and in 1988, held public hearings and recommended what is now the current Killeen Municipal Airport Zoning Ordinance.

### DISCUSSION/CONCLUSION

The population needed to airport zone without a joint board is 45,000 and has not changed since 1991. The JAZB has not acted since 1988, and the City of Killeen surpassed the required population many years ago. The proposed ordinance would repeal Ordinance 87-49 that created the JAZB and designate the Planning and Zoning Commission as the Airport Zoning Commission as allowed by the statute.

Additionally, the proposed changes provide that "Airport" shall mean Skylark Field, provide that the Zoning Board of Adjustment will be comprised of five members appointed by City Council, and provide for an administrative approval of minor encroachments.

### FISCAL IMPACT

There is no fiscal impact.

### RECOMMENDATION

The Aviation and Legal Departments recommend that the City Council approve this ordinance.

**AN ORDINANCE AMENDING CHAPTER 7 AVIATION OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; REPEALING ORDINANCE 87-49 THAT CREATED THE KILLEEN, HARKER HEIGHTS, BELL COUNTY JOINT ZONING BOARD; DESIGNATING AN AIRPORT ZONING COMMISSION; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Killeen did on July 28, 1987 enact Ordinance No. 87-49 to create a joint airport zoning board with the City of Harker Heights and Bell County; and

**WHEREAS**, the Texas Legislature has since amended Local Government Code §241.013 to provide that, when a city with a population of more than 45,000 has an airport within its city limits and which airport is used in the interest of the public to the benefit of said city, the city may adopt, administer, and enforce airport hazard area zoning regulations applicable to an airport hazards area relating to the airport and located outside the city and airport compatible land use zoning regulations applicable to a controlled compatible land use area relating to the airport and located outside the political subdivision; and

**WHEREAS**, the City Council finds that the predicates outlined in the previous paragraph do exist; and

**WHEREAS**, the City Council finds that the powers of the joint board over both hazard zoning and land use zoning ought to be exercised by the City of Killeen; and

**WHEREAS**, the City Council wishes to terminate said joint board and assume and designate the powers as permitted under the statute;

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

**SECTION I.** That Ordinance 87-49 creating the Killeen, Harker Heights, Bell County Joint Airport Zoning Board be, and is hereby repealed.

**SECTION II.** That Chapter 7, Article II and Article III, of the City of Killeen Code of Ordinances is hereby amended to read as follows:

**ARTICLE II. – KILLEEN MUNICIPAL AIRPORT**

\*\*\*\*\*

Sec. 7-28. – Airport Zoning Commission.

The Planning and Zoning Commission of the City of Killeen is designated as the Airport Zoning Commission and shall recommend the boundaries of the zones to be established and the regulations for these zones. The commission shall make a preliminary report and hold public hearings on the report before submitting a final report on its recommendations to the City Council.

**ARTICLE III. - KILLEEN MUNICIPAL AIRPORT ZONING ORDINANCE<sup>[2]</sup>**

**Sec. 7-51. - Short title.**

This article shall be known and may be cited as "Killeen Municipal Airport Hazard Zoning Ordinance."

(Ord. No. 88-27, § II(9-5-1), 4-26-88)

**Sec. 7-52. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Airport* shall mean ~~the Killeen Municipal Airport~~ Skylark Field.

*Airport elevation* shall mean the established elevation of the highest point on the usable landing area measured in feet from mean sea level.

*Airport hazard* shall mean any structure or object of natural growth or use of land which obstructs the air space required for the flights of aircraft or which obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off or flight at an airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; hazardous, interfering with or obstructing such landing, taking off or flight of aircraft or



which is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.

*Airport hazard area* shall mean any area of land or water upon which an airport hazard might be established if not prevented as provided in this article.

*Airport reference point* shall mean the point established as the approximate geographic center of the airport landing area and so designated.

*Approach surface* shall mean a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in [section 7-54](#). In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.

*Approach, transitional, horizontal, and conical zones* shall mean those zones set forth in [section 7-53](#).

*Board of adjustment* shall mean a board consisting of five (5) members; ~~three (3) members appointed by the city council, one (1) member appointed by the city council of the city of Harker Heights, Texas and one (1) member appointed by the county commissioner's court.~~

*Conical surface* shall mean a surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) feet outward to one (1) foot upward for a horizontal distance of four thousand (4,000) feet.

*Hazard to air navigation* shall mean an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

*Height* shall mean for the purpose of determining the height limits in all zones set forth in this article and shown on the zoning map and the datum shall be mean sea level elevation unless otherwise specified.

*Horizontal surface* shall mean a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

~~*Joint airport zoning board* shall mean a board consisting of seven (7) members; two (2) members appointed by the city council, two (2) members appointed by the city council of the city of Harker Heights, Texas, and two (2) members appointed by the county commissioner's court. The six (6) appointed members shall elect a seventh member who shall serve as chairman of the board.~~

*Landing area* shall mean the surface area of the airport used for the landing, takeoff or taxiing of aircraft.

*Nonconforming use* shall mean any preexisting structure, object of natural growth, or use of land which is inconsistent with the provisions of this article or an amendment thereto.

*Nonprecision instrument runway* shall mean a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area-type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.

*Obstruction* shall mean any structure, growth or other object, including a mobile object, which exceeds a limiting height set forth in [section 7-54](#).

*Person* shall mean an individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian or other representative.

*Precision instrument runway* shall mean a runway having an existing instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

*Primary surface* shall mean a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200) feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of a primary surface for other than utility runways is one thousand (1,000) feet for a nonprecision instrument runway having a nonprecision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways.

*Runway* shall mean a defined area on an airport prepared for landing and takeoff of aircraft along its length.

*Structure* shall mean an object, including a mobile object, constructed or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.

*Transitional surfaces* shall mean those surfaces which extend outward at ninety-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for these portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of five thousand (5,000) feet measured horizontally from the edge of the approach surface and at ninety-degree angles to the extended runway centerline.

(Ord. No. 88-27, § II(9-5-2), 4-20-88)

**Cross reference**— Definitions and rules of construction generally, [§ 1-2](#).

**State Law reference**— General definitions applicable to airport zoning, V.T.C.A., Local Government Code § 241.003.

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**Sec. 7-57. - Permits.**

(a) *Future uses.* Except as specifically provided in (1), (2) and (3) below, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no object of natural growth shall be planted in any zone hereby created unless a permit therefor shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to include, but not be limited to, certification as to elevation by a registered professional engineer, architect or registered surveyor, so that the building official can determine whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this article shall be granted unless a variance has been approved in accordance with (4) below:

(1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any object of natural growth or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour or topographic features, such object of natural growth or structure would extend above the height limits prescribed for such zones. (Advisory note: permits should not be required for improvements to property with an elevation of nine hundred twenty (920) feet mean sea level or less.)

(2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than four thousand two hundred (4,200) feet from each end of the runway, no permit shall be required for any object of natural growth or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.

(3) In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any object of natural growth or structure less than seventy-five (75) feet of vertical height above the ground, except when such object of natural growth or structure, because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this article except as set forth in [section 7-54\(5\)](#).

(b) *Existing uses.* No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or object of natural growth to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of the ordinance from which this article is derived or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.

(c) *Nonconforming uses destroyed.* Whenever the city building official determines that a nonconforming structure or object of natural growth becomes more than eighty (80) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

(d) *Variances.* Any person desiring to erect or increase the height of any structure, or permit the growth of any object of natural growth, or use his property, in violation of the regulations prescribed in this article, may apply to the board of adjustment for a variance from such regulations in question. The application for variance shall be accompanied by a determination from the federal aviation administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and the relief granted would not be contrary to the public interest, but do substantial justice, and be in accordance with the spirit of this article. ~~Additionally, no application for variance to the requirements of this article may be considered by the board of adjustment unless a copy of the application has been furnished to the Killeen, Harker Heights, Bell County Joint Airport Zoning Board for advice as to the aeronautical effects of the variance. If the Killeen, Harker Heights, Bell County Joint Airport Zoning Board does not respond to the application within fifteen (15) days after receipt, the board of adjustment may act on its own to grant or deny such application.~~

(e) *Obstruction marking and lighting.* Any permit or variance granted may, if such action is deemed advisable by the building official or the board of adjustment to effectuate the purpose of this article and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to allow the building official to install, operate, and maintain, at the expense of the city, such markings and lights as may be necessary.

(f) *Administrative Approval of Minor Encroachments.*

(1) This section establishes authority for administrative authorization of certain minor encroachments into airport hazard areas.

(2) In order to administratively approve such variance, the building official, or designee, must find that with regard to the encroachment:

a. the Federal Aviation Administration has made a determination of No Hazard to Air Navigation;

b. no change will be required to airport instrument minimums; and

c. there will be no loss of utility of the airport.

(3) The building official's denial of an administrative variance may be appealed to the board of adjustment by filing a written notice of appeal within 10 calendar days of the building official's decision.

(Ord. No. 88-27, § II(9-5-7), 4-26-88)

**State Law reference—** Permits, V.T.C.A., Local Government Code § 241.020.

**Sec. 7-58. - Enforcement.**

It shall be the duty of the building official to administer and enforce the regulations prescribed in this article. Applications for permits shall be made to the building official upon a form published for that purpose. Applications required by this article to be submitted to the building official shall be promptly considered and granted or denied. Applications for variances shall be made to the board of adjustment by first filing such application for variance with the building official who shall forthwith transmit such application to the board of adjustment for determination. Fees, if any, shall be established by ordinance of the city council.

(Ord. No. 88-27, § II(9-5-8), 4-26-88)

**State Law reference**— Administrative agency required, V.T.C.A., Local Government Code § 241.031.

**Sec. 7-59. - Board of adjustment.**

(a) There is hereby created a board of adjustment to have and exercise the following powers:

- (1) To hear and decide appeals from any order, requirement, decision, or determination made by the building official in the enforcement of this article.
- (2) To hear and decide special exceptions to the terms of this article upon which such board of adjustment under such regulations may be required to pass.
- (3) To hear and decide specific variances.

(b) The board of adjustment shall consist of five (5) members who shall be appointed ~~as follows:~~

~~(1) — Three (3) members~~ by the city council of this city.

~~(2) — One (1) member by the city council of the city of Harker Heights, Texas.~~

~~(3) — One (1) member by the county commissioner's court.~~

Each member shall serve for a term of two (2) years and is removable for cause by the appointment authority upon written charges, after a public hearing.

(c) The board of adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this article. Meetings of the board of adjustment shall be held at the call of the chairman and at such times as the board of adjustment may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the board of adjustment shall be public. The board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the city secretary and shall be a public record.

(d) The board of adjustment shall make written findings of fact and conclusions of law stating the facts upon which it relied when making its legal conclusions in reversing, affirming or modifying any order, requirement, decision or determination which comes before it under the provisions of this article.

(e) The concurring vote of four (4) members of the board of adjustment shall be necessary to reverse any order, requirement, decision, or determination of the building official or to

decide in favor of the applicant on any matter upon which it is required to pass under this article, or to effect any variation in this article.

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

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

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

**SECTION VI.** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 10th day of November, 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

**APPROVED**

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Scott Cospers, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

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Dianna Barker, CITY SECRETARY

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Kathryn H. Davis, CITY ATTORNEY



# City of Killeen

## Legislation Details

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**File #:** OR-15-024    **Version:** 1    **Name:** FD Lieutenant to Captain  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 10/14/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider an ordinance renaming Fire Department positions of “Fire Lieutenant” to “Fire Captain” and amending the Fire Department civil service pay plan to reflect the renaming of the position.  
**Sponsors:** Fire Department, Human Resources Department, Assistant City Manager Internal Services, City Manager Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Ordinance](#)  
[Fire Pay Plan](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**Renaming Killeen Fire Department position of "Fire Lieutenant" to "Fire Captain"**

### ORIGINATING DEPARTMENT

**Fire Department**

### BACKGROUND INFORMATION

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

### DISCUSSION/CONCLUSION

One of the provisions of TLGC, Chapter 143, is that the municipality's governing body establishes the civil service classifications and the number of positions in each classification by ordinance. City staff is requesting that the current classification of Fire Lieutenant be renamed Fire Captain, in order to better communicate and align with job duties and responsibilities. The renaming of these positions will more accurately reflect the industry standard where the leader of each fire station is most commonly titled "Fire Captain." There will be no change in pay or duty.

According to the Texas Local Government Code, the Civil Service Commission provides for the classification of fire fighters, while the governing body establishes the classifications and numbers of positions in each classification by ordinance. The City of Killeen Firefighters' and Police Officers' Civil Service Commission approved this item at its October, 2015, meeting.

<b>Current Strength of Force for KFD</b>		<b>Revised Strength of Force for KFD</b>	
Fire & Rescue Officer	153	Fire & Rescue Officer	153
Fire Prevention Officer	3	Fire Prevention Officer	3
<b>Fire Lieutenant</b>	26	<b>Fire Captain</b>	26
Battalion Chief	6	Battalion Chief	6
Deputy Chief of Fire	4	Deputy Chief of Fire	4
Fire Marshal	1	Fire Marshal	1

### FISCAL IMPACT

The cost associated with this change will be \$3,705 for new badges and helmet fronts. The funds are available in the FY 15-16 budget (010-7070-442-41.20) and will not cause the Fire Department to exceed its budget cap.

### RECOMMENDATION

Staff recommends the City Council approve the attached ordinance.



**AN ORDINANCE OF THE CITY COUNCIL OF KILLEEN, TEXAS, RENAMING THE POSITION OF FIRE LIEUTENANT TO FIRE CAPTAIN IN ACCORDANCE WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE §143.021(a); PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, a municipality's governing body establishes the civil service classifications and the number of positions in each classification by ordinance; and

**WHEREAS**, the Killeen Fire Department's Station Officer is currently listed as Fire Lieutenant while the industry standard is Fire Captain; this change aligns with the industry standard and communicates the rank structure more effectively when interacting with other agencies.

**WHEREAS**, City staff is requesting that the current classification of Fire Lieutenant be renamed Fire Captain in order to better communicate and align with the job duties and responsibilities;

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

**SECTION I.** That the City Council authorizes the renaming of the position of Fire Lieutenant to Fire Captain.

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

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

**SECTION IV.** That this ordinance shall be effective on November 27, 2015, after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas this 10<sup>th</sup> day of November 2015 at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A, Government Code, §551.001 *et seq.*

**APPROVED**

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Scott Cospers, MAYOR

**ATTEST:**

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Dianna Barker, CITY SECRETARY

**APPROVED AS TO FORM:**

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Kathryn H. Davis, CITY ATTORNEY



## City of Killeen Fire / EMS Pay Plan

Effective October 1, 2015

	Grade/Step Year	F00-1 Probationary	F01-1 1	F01-2 2	F01-3 3	F01-4 4	F01-5 5	F01-6 6	F01-7 7	F01-8 8	F01-9 9	F01-10 10
Fire and Rescue Officer	Monthly	\$3,499	\$3,688	\$3,819	\$3,950	\$4,081	\$4,213	\$4,344	\$4,344	\$4,475	\$4,475	\$4,609
F00 and F01	Annual	\$41,983	\$44,252	\$45,825	\$47,401	\$48,974	\$50,552	\$52,128	\$52,128	\$53,703	\$53,703	\$55,313

Grade/Step Year	F01-11 11	F01-12 12	F01-13 13	F01-14 14	F01-15 15	F01-16 16	F01-17 17	F01-18 18+
Monthly	\$4,609	\$4,748	\$4,748	\$4,890	\$4,890	\$5,037	\$5,037	\$5,188
Annual	\$55,313	\$56,972	\$56,972	\$58,682	\$58,682	\$60,442	\$60,442	\$62,254

	Step/Year	1	2	3	4	5	6	7	8	9	10+
Fire Prevention Officer F02	Monthly	\$5,334	\$5,334	\$5,529	\$5,529	\$5,724	\$5,724	\$5,724	\$5,724	\$5,724	\$5,919
	Annual	\$64,004	\$64,004	\$66,344	\$66,344	\$68,687	\$68,687	\$68,687	\$68,687	\$68,687	\$71,028
Fire <del>Lieutenant</del> Captain F03	Monthly	\$5,334	\$5,334	\$5,529	\$5,529	\$5,724	\$5,724	\$5,724	\$5,724	\$5,724	\$5,919
	Annual	\$64,004	\$64,004	\$66,344	\$66,344	\$68,687	\$68,687	\$68,687	\$68,687	\$68,687	\$71,028
Battalion Chief F04	Monthly	\$6,114	\$6,114	\$6,309	\$6,309	\$6,504	\$6,504	\$6,504	\$6,504	\$6,504	\$6,700
	Annual	\$73,369	\$73,369	\$75,711	\$75,711	\$78,053	\$78,053	\$78,053	\$78,053	\$78,053	\$80,394
Fire Marshal F05	Monthly	\$7,415	\$7,415	\$7,675	\$7,675	\$7,935	\$7,935	\$7,935	\$7,935	\$7,935	\$8,196
	Annual	\$88,979	\$88,979	\$92,101	\$92,101	\$95,225	\$95,225	\$95,225	\$95,225	\$95,225	\$98,347
Fire Deputy Chief F06	Monthly	\$7,415	\$7,415	\$7,675	\$7,675	\$7,935	\$7,935	\$7,935	\$7,935	\$7,935	\$8,196
	Annual	\$88,979	\$88,979	\$92,101	\$92,101	\$95,225	\$95,225	\$95,225	\$95,225	\$95,225	\$98,347

<u>Fire/EMS Incentive Pay</u>	<u>Monthly</u>	<u>Fire/EMS Assignment Pay</u>	<u>Monthly</u>
EMT/Beginner <b>or</b> ,	\$100	Training Officer	\$200
EMT/Intermediate <b>or</b> ,	\$120	Arson Investigator	\$100
EMT/Paramedic	\$300	Emergency Management Coordinator	\$200
<b>AND</b>		Emergency Medical Services (EMS) Coordinator	\$200
Firefighter/Intermediate <b>or</b> ,	\$60	Bilingual Certification(Level I) <b>or</b> ,	\$50
Firefighter/Advanced <b>or</b> ,	\$120	Bilingual Certification(Level II)	\$75
Firefighter Master	\$175	(can only receive Level I or II for each language certified/authorized.)	
<b>AND</b>		SWAT	\$75
Apparatus Technician <b>and</b> ,	\$50	EMS Driver	\$25.00/day
HAZMAT	\$100	Paramedic Attendant	\$50.00/day
ARFF	\$100		

Hiring Incentive:

**Individuals with a only a TCFP structural fire certification are offered the incentive in two stages:**

Stage one: \$500 paid on the first regular payday after TCFP certified Firefighter is hired by the department and begins the duties of a Probationary Fire Rescue Officer.

Stage two: \$500 paid when the Fire department affirms that the Probationary Fire Rescue Officer has successfully completed the first year of service with the department; payment of this incentive will be made during the last pay period of the first year of service.

**OR**

**Individuals with only a TDSHS paramedic license or certification are offered the incentive in two stages:**

Stage one: \$1,000 paid on the first regular payday after TDSHS certified or licensed Paramedic duties of a Probationary Fire and Rescue Officer with the Killeen Fire Department.

Stage two: \$1,000 paid when the Fire Department affirms that the Probationary Fire Rescue Officer has successfully completed the first year service with the department; payment of this incentive will be made prior to the last pay period of the first year of service.

**An alternative incentive pay is offered for individuals with a TCFP structural fire certification which includes a TDSHS emergency medical technician certification (EMT)-basic or intermediate, in two stages:**

Stage one: \$1000 paid on the first regular pay day after the certified Firefighter/Emergency Medical Technician is hired by the department and begins the firefighter/EMT duties of a Probationary Fire & Rescue Officer with the Killeen Fire Department.

Stage two: \$1,000 paid when the Fire Department affirms that the Probationary Fire Rescue Officer has successfully completed the first year service with the department; payment of this incentive will be made prior to the last pay period of the first year of service.

**An alternative incentive pay is offered for individuals with a TCFP structural fire certification and a TDSHS paramedic license/certification in two stages:**

Stage one: \$2000 paid on the first regular payday after the TCFP certified Firefighter is hired by the department and begins the duties of a Probationary Fire Rescue Officer.

Stage two: \$1,000 paid when the Fire department affirms that the Probationary Fire Rescue Officer has successfully completed the first year of service with the department; payment of this incentive will be made during the last pay period of the first year of service.



# City of Killeen

## Legislation Details

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**File #:** PH-15-052A    **Version:** 1    **Name:** FLUM 15-25  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 10/19/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**

**Title:** HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial' (FLUM# Z15-25) for approximately 161.022 acres, being part of the James Cook Survey, Abstract No. 161. The property is located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, Killeen, Texas.

**Sponsors:** Planning & Development Dept

**Indexes:**

**Code sections:**

**Attachments:** [Council Memorandum](#)  
[Attachment to Council Memorandum](#)  
[Minutes](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

### COMPREHENSIVE PLAN FUTURE LAND USE MAP (FLUM) AMENDMENT: 'RURAL' AND 'SUBURBAN COMMERCIAL' TO 'GENERAL RESIDENTIAL' AND 'GENERAL COMMERCIAL'

### ORIGINATING DEPARTMENT

### PLANNING & DEVELOPMENT SERVICES

#### Nature of the Request

This consideration is a result of an applicant's request to rezone property from "A" (Agricultural District) and "B-3" (Local Business District) to "R-1" (Single-Family District) for approximately 147.769 acres, "R-2" (Two-Family Residential District) for approximately 9.815 acres and "B-5" (Business District) for approximately 3.439 acres. In order to approve the zoning request, it will first be necessary to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial' for approximately 161.022 acres, being part of the James Cook Survey, Abstract No. 161. The property is located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, Killeen, Texas.

**Land Use Plan:** The property is designated as 'Rural' and 'Suburban Commercial' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

#### **The 'Rural' designation encourages the following land uses and has the following characteristics:**

- Residential Homesteads
- Agricultural Uses and agriculture-focused commercial retail.
- Natural and protected floodplain areas.
- Wide open landscapes, with no sense of enclosure, and views to the horizon unbroken by buildings.
- Very high open space ratios and very low building coverage.
- Very low-density development, providing privacy and detachment from other dwellings in the area.
- Much greater reliance on natural drainage systems, except where altered significantly by agricultural operations.

#### **The 'Suburban Commercial' character primarily allows reduced site coverage relative to most commercial development.**

- Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design.

- May exclude some auto-oriented uses that, by their very nature, cannot achieve a Suburban character.
- Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and residential-in-appearance architectural standards).
- More opportunity for natural and/or swale drainage (and storm water retention/ absorption) versus concentrated storm water runoff and conveyance in auto-oriented areas.

**If approved the 'General Residential' designation encourages the following land uses and has the following characteristics:**

- Detached residential dwellings;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards; public/institutional; parks and public spaces.
- Predominantly "R-1" zoning district with less openness and separation between dwellings compared to Suburban Residential areas.
- Auto-oriented character that can be offset with architectural standards, landscaping, and limited uniform subdivision designs.
- Neighborhood-scale commercial emerging over time for well-suited areas.

**If approved the proposed revision to the property would result in a 'General Commercial' designation on the Future Land Use Map (FLUM) of the Comprehensive Plan.** This designation calls for a wide range of commercial, retail and service uses, at varying scales and intensities depending on the site.

**Figure 1. Future Land Use Map (FLUM)**

See Attachment

**The items below should be reviewed and addressed when a Future Land Use Map adjustment is proposed:**

- **Scope of Amendment:** Is the proposed map change limited to one or a few parcels, or would it affect a much larger area? *The amendment would affect approximately 161.022 acres, and should be considered a large scale amendment.*
- **Change in Circumstances:** What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date? *The surrounding area has developed with a mixture of commercial and high density residential development.*
- **Consistency with Other Plans:** In addition to the Comprehensive Plan, is the proposed map change consistent with the intent and policy direction of any applicable small area

plans, utility or drainage plans, or other City plans? *The proposed map change is not inconsistent with other City planning efforts (Water and Wastewater Master Plan, Thoroughfare Plan, Parks Master Plan).*

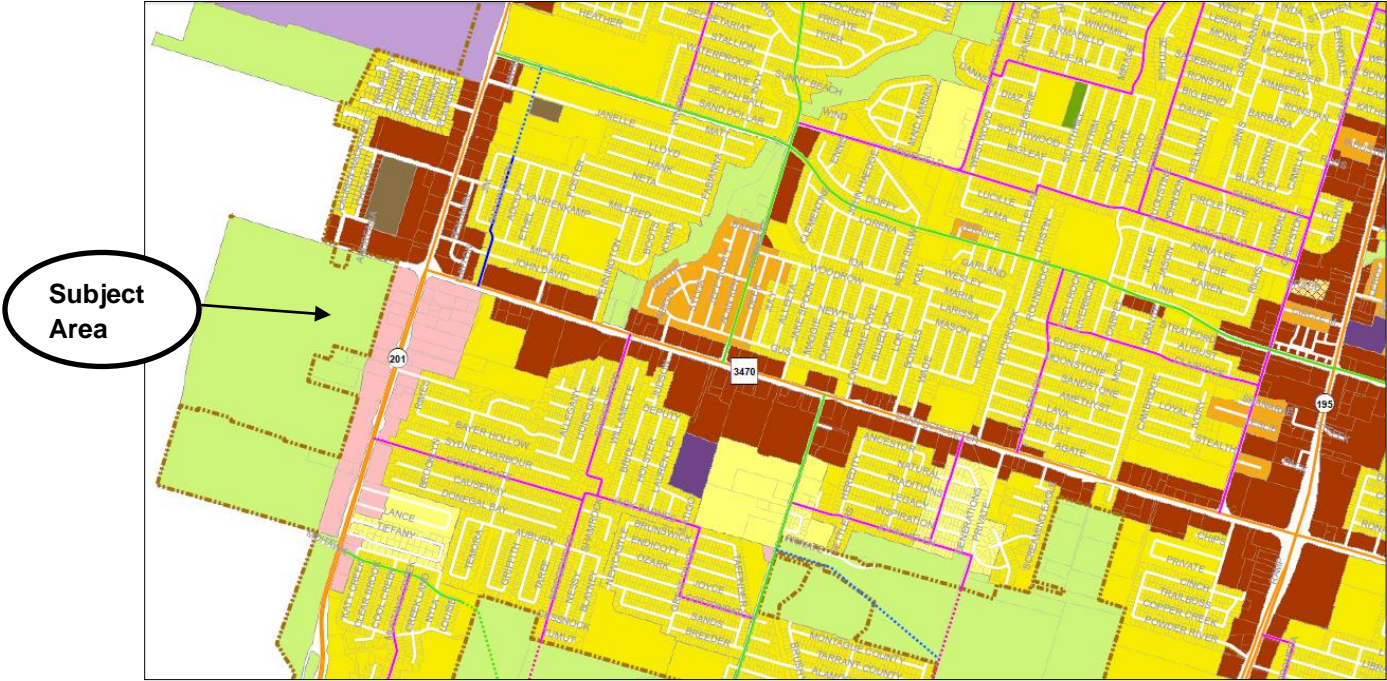
- **Adequate Information:** Do City staff, the Planning and Zoning Commission, and/or City Council have enough and appropriate information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)? *Staff has sufficient information regarding utility capacity and roadway level of service for this area.*
- **Stakeholder Input:** What points, concerns, and insights have been raised by area residents, property owners, business owners, or others? *With the exception of listing this action as a public hearing item on the Planning and Zoning Commission's agenda, there is no public notice requirement for this amendment action.*

### **Recommendation**

The Planning and Zoning Commission recommended approval of amending the Future Land Use Map from 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial' by a vote of 3 to 2, with Commissioner Harkin and Commissioner Johnson in opposition.



**Figure 1. Future Land Use Map (FLUM)**



**PLANNING AND ZONING COMMISSION MEETING  
OCTOBER 19, 2015**

**CASE FLUM #Z15-25  
RURAL AND SUBURBAN COMMERCIAL TO  
GENERAL RESIDENTIAL AND GENERAL COMMERCIAL**

**HOLD a public hearing and consider a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area and a 'Suburban Commercial' area to a 'General Residential' and 'General Commercial' designated area for approximately 161.022 acres, being part of the James Cook Survey, Abstract No. 161. The property is located west of the intersection of Clear Creek Road and W. Stan Schlueter Loop, Killeen Texas.**

Chairman Frederick requested staff comments.

Senior Planner, Charlotte Hitchman, stated that the applicant is requesting to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' and 'Suburban Commercial' designated area to a 'General Residential' and 'General Commercial' designated area for approximately 161.022 acres, being part of the James Cook Survey, Abstract No. 161. This property was annexed into the city September 2015. The property is located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, Killeen, Texas.

Staff recommended approval of amending the FLUM from 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial' for approximately 161.022 acres. An amendment to the FLUM for this property will be consistent with the current land uses in the area and the projected residential and commercial growth anticipated for this area.

Mr. Gary Purser, Jr., 6503 Wells Fargo, Killeen, Texas was present to represent this request.

Vice Chair Dorroh opened the public hearing. With no one requesting to speak, the public hearing was closed.

Commissioner Beronio motioned to recommend approval of amending the FLUM. Commissioner Alvarez seconded the motion. The vote to approve the motion was tied 2-2, with Commissioners Harkin and Johnson in opposition; Vice Chair Dorroh voted in support of the FLUM amendment, breaking the tie with a final vote of 3-2.

Vice Chair Dorroh stated that the FLUM amendment will be forwarded to City Council with a recommendation to approve.

ORDINANCE \_\_\_\_\_

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'RURAL' AND 'SUBURBAN COMMERCIAL' TO 'GENERAL RESIDENTIAL' AND 'GENERAL COMMERCIAL' FOR APPROXIMATELY 161.022 ACRES OF LAND LOCATED WEST OF THE INTERSECTION OF W. STAN SCHLUETER LOOP (FM3470) AND CLEAR CREEK ROAD (SH 201), SOUTH OF OLD COPPERAS COVE ROAD, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

**WHEREAS**, the Planning and Zoning Commission has received a zoning request from RSBP Developers Inc. which would require a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan, to change approximately 161.022 acres from 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial'; said revision having been duly presented and recommended for approval of 'General Residential' and 'General Commercial' by the Planning and Zoning Commission of the City of Killeen on the 19<sup>th</sup> day of October 2015, and due notice of the filing of said revision 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 10<sup>th</sup> day of November 2015, 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 opinion that the amendment should be approved;

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

**SECTION I:** That the land use designation of the following described tract be amended from 'Rural' and 'Suburban Commercial' to 'General Residential' and 'General Commercial' for approximately 161.022 acres, being located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, 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 10th day of November 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

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**Scott Cospers**  
**MAYOR**

**ATTEST:**

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**Diana Barker**  
**CITY SECRETARY**

**APPROVED AS TO FORM**

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**Kathryn H. Davis**  
**CITY ATTORNEY**

Case #: FLUM #Z15-25

Ord#:15-\_\_



# City of Killeen

## Legislation Details

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**File #:** PH-15-052B    **Version:** 1    **Name:** Zoning 15-25  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 10/19/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance requested by RSBP Developers, Inc. to rezone 161.022 acres, out of the James Cook Survey, Abstract No. 161, from "A" (Agricultural District) and "B-3" (Local Business District) to "R-1" (Single-Family District) for approximately 147.769 acres, "R-2" (Two-Family Residential District) for approximately 9.815 acres and "B-5" (Business District) for approximately 3.439 acres.  
**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
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**ZONING CASE #Z15-25 "A" (AGRICULTURAL DISTRICT) AND "B-3" (LOCAL BUSINESS DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT), "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) AND "B-5" (BUSINESS DISTRICT)**

### ORIGINATING DEPARTMENT

**PLANNING & DEVELOPMENT SERVICES**

### Nature of the Request

This request is to rezone 161.022 acres from "A" (Agricultural District) and "B-3" (Local Business District) to "R-1" (Single-Family District) for approximately 147.769 acres, "R-2" (Two-Family Residential District) for approximately 9.815 acres and "B-5" (Business District) for approximately 3.439 acres.

**A building or premises in the "R-1" Single-Family Residential District shall be used only for the following purposes:**

One-family dwellings.

Churches or other places of worship.

Colleges, universities or other institutions of higher learning.

Country clubs or golf courses, but not including miniature golf courses, driving ranges or similar forms of commercial amusement.

Farms, nurseries or truck gardens, limited to the proportion and cultivation of plants, provided no retail or wholesale business is conducted on the premises, and provided further that no poultry or livestock other than normal household pets shall be housed within one hundred (100) feet of any property line.

Parks, playgrounds, community buildings and other public recreational facilities, owned and/or operated by the municipality or other public agency.

Public buildings, including libraries, museums, police and fire stations.

Real estate sales offices during the development of residential subdivisions but not to exceed two (2) years. Display residential houses with sales offices, provided that if such display houses are not moved within a period of one (1) year, specific permission must be obtained from the city council for such display houses to remain on their locations.

Schools, public elementary or high.

Schools, private with curriculum equivalent to that of a public elementary or high school.

Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.

Water supply reservoirs, pumping plants and towers.

Accessory buildings and uses, incident to the uses in this section and located on the same lot therewith, not involving the conduct of a retail building...

A subdivision entry sign, when such sign is located on a lot that abuts a subdivision boundary and fronts on a street entering the subdivision. Such sign:

- a. Shall not have a sign face which exceeds a total of twenty-four (24) square feet; and
- b. Shall not exceed six (6) feet in height; and
- c. Shall not be located in a side or rear yard which is adjacent to any other lot designated for residential use; and
- d. Shall advertise only the name of the subdivision.  
Cemetery.

**A building or premises in a district "R-2" Two-Family Residential District shall be used for the following purposes only:**

Any use permitted in district "R-1" Single-Family Residential District.  
Two-Family dwellings.

**A building or premises in the "B-5" Business District shall be used only for the following purposes:**

Any use permitted in the "B-4" district.  
Building material and lumber sales (outside storage permitted).  
Storage warehouse. Less than one hundred thousand (100,000) square feet.  
Newspaper or job printing.  
Railroad or bus passenger terminal.  
Tire recapping or retreading.  
Trailer rental or sales.  
Wholesale house.  
Auto parts sales, used. No outside storage, display or dismantling.  
A customarily incidental use.  
Any commercial use not included in any other district, provided such use is not noxious or offensive because of odors, dust, noise, fumes or vibrations.  
Mobile home sales.  
Sale of beer and/or wine for off-premises consumption only.  
Tattooing (as licensed per Texas Health and Safety Code, chapter 146, as amended).

**Property Specifics**

**Applicant/Property Owner:** RSBP Developers, Inc.

**Property Location:** The property is located west of the intersection of W. Stan Schlueter Loop (FM 3470) and Clear Creek Road (S.H. 201), south of Old Copperas Cove Road, Killeen, Texas.

**Legal Description:** 161.022 acres out of the James Cook Survey, Abstract No. 161, Killeen, Texas.

**Zoning/ Plat Case History:**

This property was annexed into the city in September 2015 with a zoning designation of "A" (Agricultural District) per Ordinance #15-049.



The property is not platted.

### **Character of the Area**

**Existing Land Use(s) on the Property:** The property is vacant and undeveloped.

### **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: This memorandum is to advise that water, sanitary sewer, and drainage utility services are available to the above subject tract located within the City of Killeen municipal utility service area. City of Killeen development criteria require the extension of public water and sanitary sewer utilities to the subject tract should a development permit application be filed for the property.

#### **Transportation**

Existing conditions: Clear Creek Road (S.H. 201) is classified as a 110' principal arterial on the City's adopted Thoroughfare Plan. The applicant is advised that ingress/egress is controlled by the state and will be disciplined by TxDOT's Access Management Policies when the property is developed. The 2014 KTMPO Regional Thoroughfare Plan shows the Old Copperas Cove Road segment as 'Upgrade Major Arterial', which has a typical width ranging from 130' to 160' depending on the number of drive lanes. Ingress/Egress to Old Copperas Cove Road will be governed by the City of Killeen.

Proposed Improvements: The developer will have to dedicate right-of-way for the widening of Old Copperas Cove Road as detailed on the KTMPO Regional Thoroughfare Plan.

Projected Traffic Generation: Significant.

### **Environmental Assessment**

**Regulated Floodplain/Floodway/Creek:** This parcel is currently unplatted and the current Drainage Design Manual and Post Construction requirements will apply to any development on this parcel. In addition, the applicant will need to have approval from TxDOT prior to changing discharge patterns into Stan Schlueter Loop.

### **Land Use Analysis**

**Land Use Plan:** This area is designated as 'Rural' and 'Suburban Commercial' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

**Plan Recommendation:** The 'Rural' designation calls for low density, single family dwellings and 'Suburban Commercial' designation encompasses a range of low intensity commercial retail and service uses.

**Consistency:** The proposal is not consistent with the Comprehensive Plan and will result in a Future Land Use Amendment that will accompany this request.

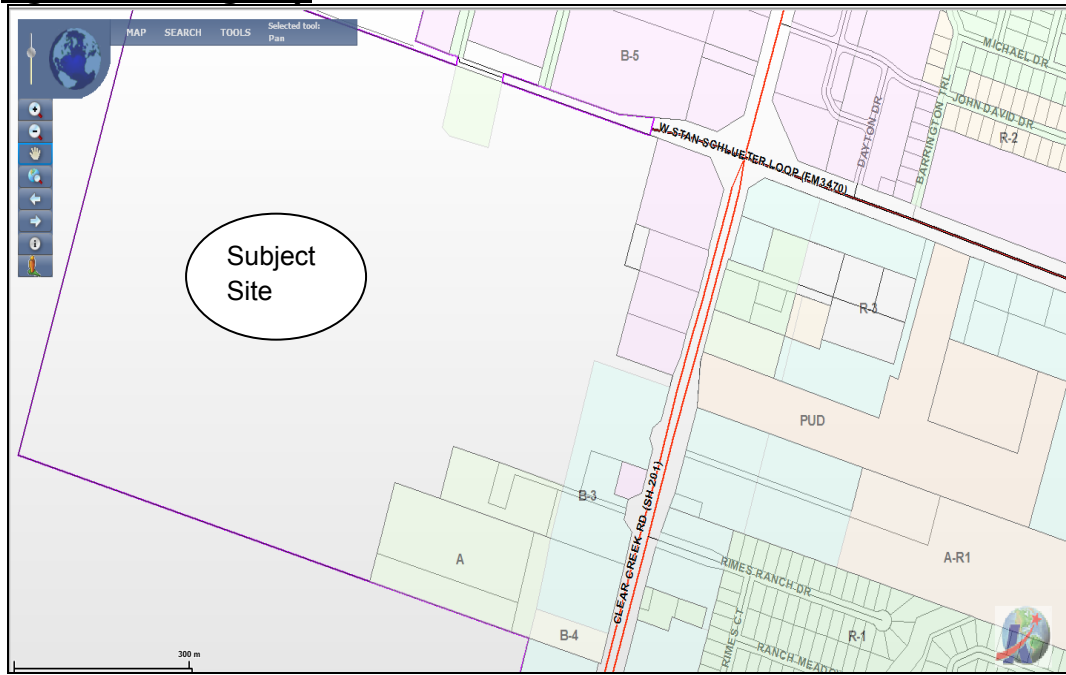
**Public Notification**

The staff notified fifteen (15) surrounding property owners within a 200' notification boundary. Staff received no protests.

**Recommendation**

The Planning & Zoning Commission voted 3 to 1 to approve "R-1" (Single Family District), "R-2" (Two-Family Residential District), and "B-5" (Business District) zoning, with Commissioner Harkin in opposition to the applicant's request. She stated for the record that her opposition stemmed from the amount of acreage associated with the "R-1" zoning request.

**Figure 1. Zoning Map**



**PLANNING AND ZONING COMMISSION MEETING  
OCTOBER 19, 2015**

**CASE #Z15-25  
A and B-3 to R-1, R-2 and B-5**

**HOLD a public hearing and consider a request by RSBP Developers, Inc to rezone 161.022 acres, out of the James Cook Survey, Abstract No. 161, from ‘A’ (Agricultural District) and B-3 (Local Business District) to R-1 (Single-Family Residential District) for approximately 147.769 acres, R-2 (Two-Family Residential District) for approximately 9.815 acres and B-5 (Business District) for approximately 3.439 acres. The property is located west of the intersection of Clear Creek Road and W. Stan Schlueter Loop, Killeen, Texas.**

Vice Chair Dorroh requested staff comments.

Senior Planner, Charlotte Hitchman, stated that this request is submitted by RSBP Developers, Inc. to rezone 161.022 acres, out of the James Cook Survey, Abstract No. 161, from “A” (Agricultural District) and “B-3” (Local Business District) to “R-1” (Single-Family District) for approximately 147.769 acres, “R-2” (Two-Family Residential District) for approximately 9.815 acres and “B-5” (Business District) for approximately 3.439 acres.

The staff notified fifteen (15) surrounding property owners regarding this request. Staff received no responses.

Staff recommended approval of the applicant’s request to rezone approximately 147.769 acres from “A” (Agricultural District) to “R-1” (Single Family District) and approximately 9.815 acres to “R-2” (Two-Family Residential District). Staff also recommended approval for rezoning approximately 3.439 acres from “B-3” (Local Business District) to “B-5” (Business District) as this area currently abuts “B-5” (Business District) zoning and is consistent with the surrounding uses.

Mr. Gary Purser, Jr. of 6503 Wells Fargo Drive, Killeen, Texas, was present to represent this request.

Vice Chair Dorroh opened the public hearing.

Kathy Clark Jones, on behalf of Brum Frazier, spoke regarding screening requirements for this area.

No one requested to speak and the public hearing was closed.

Commissioner Beronio motioned to recommend approval of the request to rezone. Commissioner Alvarez seconded the motion. The motion passed 3-1, with Commissioner Harkin in opposition due to the amount of acreage of the R-1 zoning portion of the request.

Vice Chair Dorroh stated that the zoning case will be forwarded to City Council with a

recommendation to approve the request as submitted.

**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 “A” (AGRICULTURAL DISTRICT) AND “B-3” (LOCAL BUSINESS DISTRICT) TO “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT), “R-2” (TWO-FAMILY RESIDENTIAL DISTRICT) AND “B-5” ( BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Killeen Engineering & Surveying on behalf of RSBP Developers, Inc. 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 161.022 acres, out of the James Cook Survey, Abstract No. 161, Killeen, Texas, from “A” (Agricultural District) and “B-3” (Local Business District) to “R-1” (Single-Family District) for approximately 147.769 acres, “R-2” (Two-Family Residential District) for approximately 9.815 acres and “B-5” (Business District) for approximately 3.439 acres, said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 19th day of October 2015, 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 10th day of November 2015, 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 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 “A” (Agricultural District) and “B-3” (Local Business District) to “R-1” (Single-

Family District) for approximately 147.769 acres, “R-2” (Two-Family Residential District) for approximately 9.815 acres and “B-5” (Business District) for approximately 3.439 acres, being part of the James Cook Survey, Abstract No. 161, 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 10th day of November 2015, 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:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Dianna Barker, CITY SECRETARY**

\_\_\_\_\_  
**Kathryn H. Davis, City Attorney**

Case #15-25  
Ord #15-\_\_\_



Date Paid: \_\_\_\_\_  
 Amount Paid: \$ N/A  
 Cash/MO #/Check #: # \_\_\_\_\_  
 Receipt #: \_\_\_\_\_

CASE #: Z15-25

## City of Killeen Zoning Change Application

General Zoning Change [ ] Conditional Use Permit

Name(s) of Property Owner: RSBP DEVELOPERS, INC.

Current Address: 2901 E Stan Schluter Loop

City: Killeen State: TX Zip: \_\_\_\_\_ - \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Business Phone: (254) 634-5567 Cell Phone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Address/Location of property to be rezoned: 5906 + 5902 Old Copperas Cove Rd Killeen, TX 76542

Legal Description: 161.022 Acres out of the James Cook Survey, Abstract No. 161

Metes & Bounds or Lot(s) Block Subdivision

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

Type of Ownership: \_\_\_\_\_ Sole Ownership \_\_\_\_\_ Partnership  Corporation \_\_\_\_\_ Other

Present Zoning: A + B3 Present Use: Vacant

BP

Proposed Zoning: R2, R1, B3 Proposed Use: Multi-Family Residential, Residential, and Commercial

Conditional Use Permit for: \_\_\_\_\_

This property was conveyed to owner by deed dated JUN 18 2015 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Instrument Number 2015-00022453 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: Killeen Engineering & Surveying, Ltd.

Mailing Address: 2901 E. Stan Schlueter Loop

City: Killeen State: TX Zip: 76542

Home Phone: ( ) \_\_\_\_\_ Business Phone: (254) 526-3981 Email: bpurser@kesltd.com

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 Benjamin Purser Title Project Manager

Printed/Typed Name of Agent Benjamin Purser Date 8-31-15

Signature of Applicant  [Signature] Title President

Printed/Typed Name of Applicant Gary W. Purser, Jr. Date 8-31-15

Signature of Property Owner \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

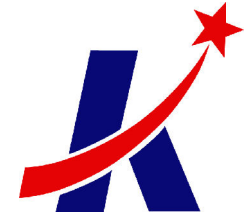
Signature of Property Owner \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of Property Owner \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Property Owner \_\_\_\_\_ Date \_\_\_\_\_

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



**PLANNING AND  
DEVELOPMENT SERVICES**

**ZONING CASE:**

Z15-25

**ZONING FROM:**

A & B-3 To  
R-2, R-1, B-5

**APPLICANT:**

KILLEN ENGINEERING  
& SURVEYING, LTD.

**PROPERTY OWNER:**

RSBP DEVELOPERS, INC

**LEGAL DESCRIPTION:**

161.022 Acres out of the  
James Cook Survey,  
Abstract No.161

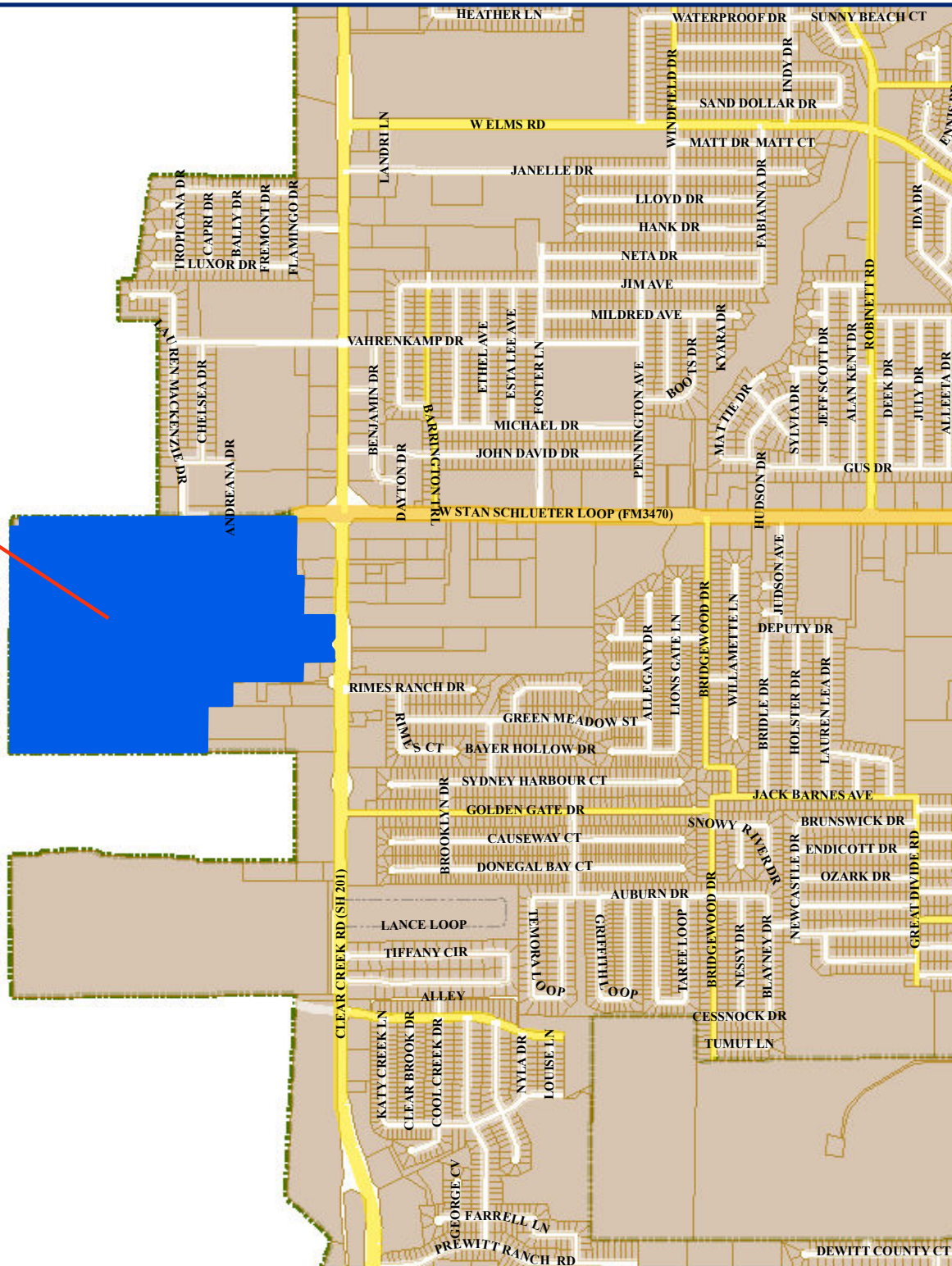
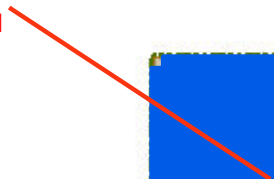
**LEGEND**

- Zoning Case
- Parcel
- City Limits



Date: 10/14/2015

**PROJECT  
LOCATION**





**PLANNING AND  
DEVELOPMENT SERVICES**

**ZONING CASE:**

**Z15-25**

**ZONING FROM:**

**A & B-3 To  
R-2, R-1, B-5**

**APPLICANT:**

**KILLEEN ENGINEERING  
& SURVEYING, LTD.**







**PROPERTY OWNER:**

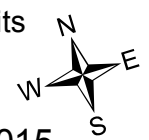
**RSBP DEVELOPERS, INC**

**LEGAL DESCRIPTION:**

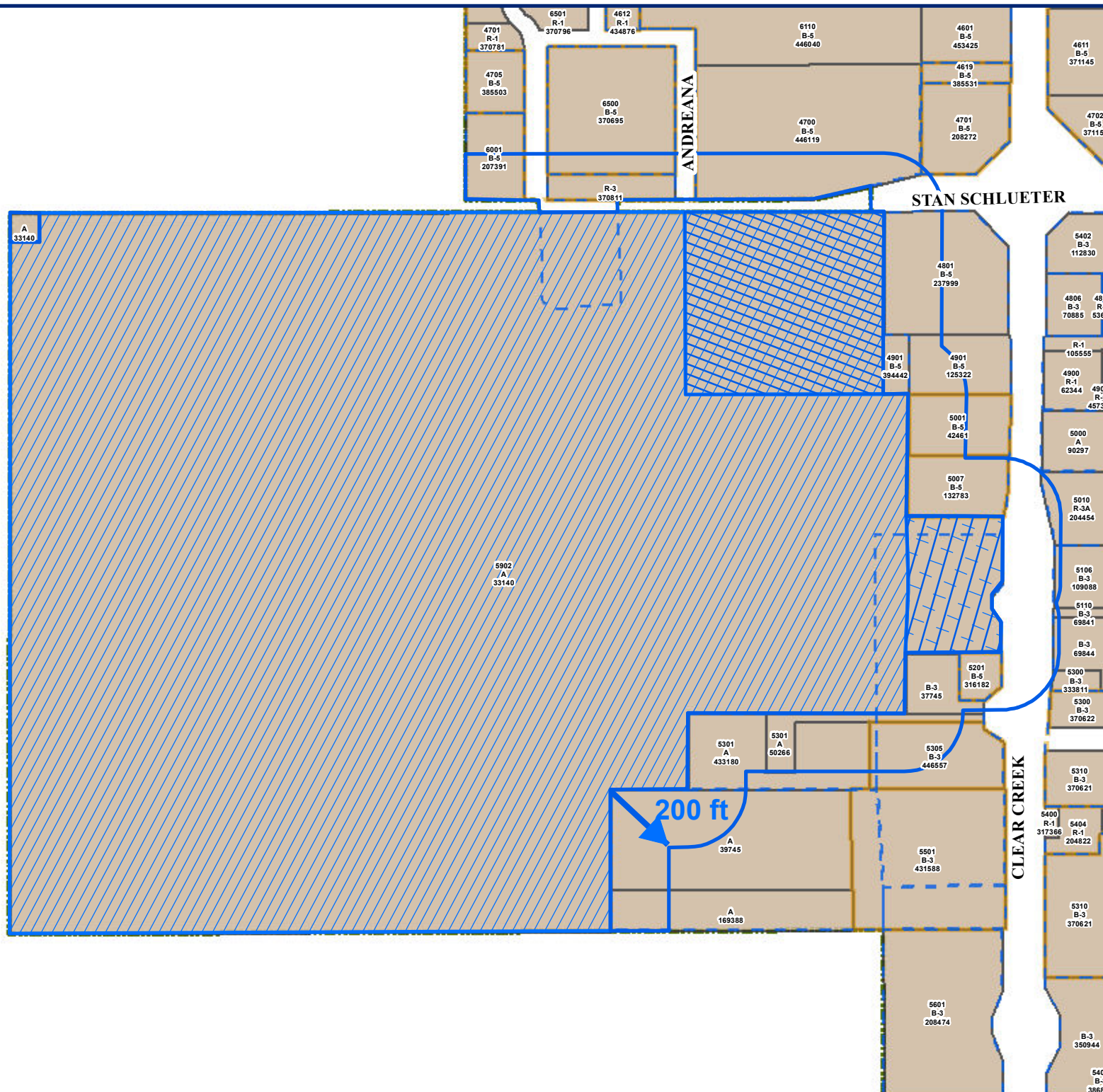
**161.022 Acres out of the  
James Cook Survey,  
Abstract No.161**

**LEGEND**

-  200 Ft Buffer
-  B-3 To B-5
-  A To R-2
-  A To R-1
-  Current Zoning
-  Subdivision
-  Parcel
-  City Limits



Date: 10/14/2015



# CONSIDERATIONS

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

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## B. Conditional Use Permit (if applicable)

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

## C. Conditions to Consider

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



# City of Killeen

## Legislation Details

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**File #:** PH-15-053    **Version:** 1    **Name:** Aviation Budget Amendment - FAA Grants  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 9/16/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Aviation Revenue Fund by \$1,300,500 and increasing the Project Expenditure accounts by \$1,445,000.  
**Sponsors:** Aviation Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**Budget Amendment**

### ORIGINATING DEPARTMENT

**Aviation**

### BACKGROUND INFORMATION

Each fiscal year the City of Killeen is eligible for Federal Aviation Administration Airport Improvement Program (AIP) Entitlement grant funds for eligible capital improvement projects at the Killeen-Fort Hood Regional Airport.

### DISCUSSION/CONCLUSION

On September 22, 2015, the Killeen City Council accepted two FAA grant offers for the development of an Airport Master Plan, engineering for passenger boarding bridge replacement, and the acquisition of wildlife hazard reduction equipment at the Killeen-Fort Hood Regional Airport (KFHRA) and Robert Gray Army Airfield (RGAAF). These grants will fund 90% of the cost of these projects. The required 10% matching funds will initially be funded by the Aviation Capital Improvement Fund and the KFHRA 525 Fund. Staff is currently initiating a new Passenger Facility Charge (PFC) application that will include projects to provide for the reimbursement of the accounts initially used to meet the FAA match requirement. A budget amendment is necessary to provide for the receipt and expenditure of the additional AIP funds and initial expenditure of matching funds.

### FISCAL IMPACT

This budget amendment acknowledges the award of two FAA AIP grants for the KFHRA in an amount of \$1,300,500 in account (525-0000-382.05-02) FAA Grants AIP 2015 and it authorizes the additional expenditure of \$900,000 in account (525-0515-521.98-25) Airport Master Plan, \$265,500 in account (525-0515-521.98-21) Passenger Boarding Bridge and \$135,000 in account (525-0515-521.98-26) Wildlife Hazard Reduction Equipment. The 10% matching expenditures will increase the Aviation Capital Improvement Fund RGAAF Project Expenditure account (331-3490-800.57-80) by \$114,000 and the KFHRA Fund Misc Expenses RGAAF account (525-0515-521.98-03) by \$30,500.

### RECOMMENDATION

Recommend the City Council approve the attached ordinance acknowledging the additional FAA grant revenue of \$1,300,500 and the authorizing additional expenditure of \$1,445,000 for the indicated FAA grant eligible projects at the Killeen-Fort Hood Regional Airport and Robert Gray Army Airfield.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET OF THE CITY OF KILLEEN BY PROVIDING FUNDING FOR AN INCREASE IN DEPARTMENT OF AVIATION EXPENDITURE ACCOUNTS TOTALING \$1,445,000; PROVIDING FOR ADDITIONAL AVIATION FUND REVENUES IN THE AMOUNT OF \$1,300,500; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Aviation Administration has offered and the City Council has accepted Airport Improvement Program (AIP) grants to fund the FAA eligible portion of the development of an Airport Master Plan, engineering for passenger boarding bridge replacement, and the acquisition of wildlife hazard reduction equipment at the Killeen-Fort Hood Regional Airport and Robert Gray Army Airfield; and

**WHEREAS**, the required ten percent matching will initially be funded from the Misc Expenses RGAAF account and the Aviation Capital Improvement account; and

**WHEREAS**, it is intended to reimburse the matching accounts upon approval and implementation of a new Passenger Facility Application; and

**WHEREAS**, the requirement for the additional expenditures requires a budget amendment;

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

**SECTION 1.** That Ordinance 15-044, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2015 to September 30, 2016, be amended as to the portion of said budget as follows:

<b>AVIATION ENTERPRISE FUND</b>			
<b>ACCOUNT #</b>	<b>ACCOUNT NAME</b>	<b>ORIGINAL BUDGET</b>	<b>AMENDED BUDGET</b>
	<b>REVENUES K-FHRA</b>		
525-0000-382.05-02	FAA GRANTS AIP 2015	0	1,300,500
	<b>EXPENDITURES K-FHRA</b>		
525-0515-521.98-25	AIRPORT MASTER PLAN	0	900,000
525-0515-521.98-21	PASSENGER BOARDING BRIDGE	0	265,500
525-0515-521.98-26	WILDLIFE HAZARD REDUCTION EQUIPMENT	0	135,000
525-0515-521.98-03	MISC EXPENSES RGAAF	0	30,500
331-3490-800.57-80	AVIATION CAPITAL IMPROVEMENT	0	114,000

**SECTION II:** That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

**SECTION V:** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27th day of October, 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED**

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Scott Cospers  
MAYOR

**ATTEST:**

**APPROVED AS TO FORM**

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Dianna Barker  
City Secretary

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Kathryn H. Davis  
City Attorney





# City of Killeen

## Legislation Details

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**File #:** PH-15-054A    **Version:** 1    **Name:** 2015 COPS Hiring Grant  
**Type:** Resolution/Public Hearing    **Status:** Public Hearings  
**File created:** 10/13/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider a memorandum/resolution accepting the 2015 Community Oriented Policing Services (COPS) Hiring Program Grant.  
**Sponsors:** Police Department  
**Indexes:** COPS Hiring Program Grant  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Grant Award Letter](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## **CITY COUNCIL MEMORANDUM**

**AGENDA ITEM**

**2015 COPS Hiring Grant**

**ORIGINATING DEPARTMENT**

**Police Department**

### **BACKGROUND INFORMATION**

The US Department of Justice (DOJ) Community Oriented Policing Services (COPS) Hiring Program Grant provides funding directly to law enforcement agencies to hire career law enforcement officers to increase their community policing capacity and crime prevention efforts.

The COPS Hiring Program Grant has approved the City of Killeen's 2015 application for salaries and benefits for 13 entry-level, full-time police officer positions, a total project of \$2,454,884. The COPS Hiring Grant will pay up to a maximum of \$1,625,000 of the entry-level officers' salaries and benefits for three years, with the City matching the balance of the cost of \$829,884 over the life of the three-year grant. The City of Killeen commits to hire at least one military veteran and to maintain the 13 officers for an additional 12 months after the federal funding has ended for each position.

The grant provides funding to the grantee based on the entry-level salaries and benefits costs at the time of application. Any additional costs above the approved entry-level salaries and benefits are the responsibility of the grantee agency.

### **DISCUSSION/CONCLUSION**

COPS Hiring Program Grant funds were awarded in the amount of \$1,625,000. This is the amount requested on our application, which represents the maximum allowed through the 2015 grant announcement for the hiring of 13 full-time police officers. If accepted, the COPS Hiring Program grant monies will be used to provide officers' salaries and benefits during the grant period, September 1, 2015, through August 31, 2018.

The overall objective of this program is to build trust and fortify the relationship between the police department and our diverse minority community utilizing intelligence-led policing and community policing models. The department's Community Resource Officers will partner with local minority groups: the Killeen National Association of Colored People, the Korean American Association, the League of United Latin American Citizens and the Multi-ethnic Cultural and Arts Association. Each Community Resource Officer (Team Leader) will combine their efforts with two additional Community Resource Officers each to identify and address cultural, police and quality of life issues.

The Community Resource Officers will also enhance training throughout the department on advanced community policing strategies as community needs are identified through the minority group partnerships.

The City of Killeen is responsible for the administration of the funds including monitoring the award and submitting performance and financial reports to the grantor quarterly.

## **FISCAL IMPACT**

The City of Killeen's revenue will be recorded in the 2015 COPS Hiring Program Revenue Account, account number 010-0000-382-10-10. Expenditures related to the COPS Grant, to include the matching funding of \$829,884 over the life of the grant, will be drawn from the various police department salaries and benefits accounts as incurred. The grant funds will be used to reimburse the expenditures quarterly.

The length of the award is from September 1, 2015, through August 31, 2018 and requests for extensions may be submitted as appropriate. The City of Killeen commits to fund each of the positions for 12 months after the end of the federal funding period for each position.

## **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to accept the 2015 Community Oriented Policing Service Hiring Program Grant (electronic signature) and to grant the Killeen Police Department the authority to allocate and administer the duties required by the grant in concert with the City of Killeen Grant Analyst.

**Subject:** COPS Hiring Program Grant - LE



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
115 N Street, NE, Washington, D.C. 20530



September 21, 2015

Chief of Police Dennis Baldwin  
Killeen, City of  
3304 Community Boulevard  
Killeen, TX 76542

Re: COPS Hiring Program Grant  
ORI#: TX01404

Dear Chief of Police Baldwin :

Congratulations! On behalf of Attorney General Loretta E. Lynch, I am pleased to inform you that the COPS Office has approved your agency under the 2015 COPS Hiring Program (CHP). The *estimated* amount of federal funds to be awarded to your jurisdiction over the three-year grant period is \$1,625,000. Your agency may use CHP grant funding to hire new officers or rehire officers who have been laid off, or scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official grant award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office. For a complete list of awarded agencies and award amounts, please visit our website at:  
<http://www.cops.usdoj.gov/Default.asp?Item=2367>.

To officially accept and begin your COPS Hiring Program grant, your agency must access [www.cops.usdoj.gov](http://www.cops.usdoj.gov) and select the Account Access link in the upper right corner to log in, review, and electronically sign the Award Document (including Grant Terms and Conditions) and any special conditions as applicable. In addition, if your agency was awarded funding for School Resource Officers, a Memorandum of Understanding (MOU) must be signed by the law enforcement executive and designated representative for the school/school district and submitted to the COPS Office for review. Additional details about the process and deadline for MOU submission will be provided in a subsequent document. This document, along with your Award Document and official Award Congratulatory Letter, will be placed in your online account on or around October 1, 2015.

In order to electronically sign your Award Document, the appropriate Account Roles, with E-Signature and User Permissions must be established and assigned in Agency Portal. The Agency Portal Instruction Manual currently available on the COPS website at <http://cops.usdoj.gov/pdf/UserGuide.pdf> has been enhanced to include a Quick Step Guide. This guide will provide your agency with all of the information needed to successfully establish Account Roles and assign User Permissions in preparation to sign the Award Document as well as manage many aspects of your COPS grant online. Please review and follow these steps carefully as this is the only method for signing your Award Document.

The CHP grant award start date is **September 1, 2015**. Therefore, your agency can be reimbursed for allowable and approved expenditures made on or after this date. Please be advised that some of your requested items may not have been approved by the COPS Office during the budget review process. When you receive your award package, please carefully review your Financial Clearance Memorandum (FCM) to determine your approved budget, as grant funds may only be used for approved items. The FCM will specify the final award amount, and will also identify any disallowed costs. We strongly encourage you to visit <http://cops.usdoj.gov/Default.asp?Item=2367> immediately to access a supplemental online award package that contains a variety of important and helpful documents that will assist you with the implementation of your grant, including the 2015 CHP Grant Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your grant. Please print out a copy of your application and maintain it with your grant file records.

As a reminder, all positions awarded under CHP (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing strategy as described within Section 6 of your application. If, for any reason, your agency finds that your community policing strategies have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing strategies), please revise the strategy accordingly and submit it to the COPS Office for review and approval.

As part of the 2015 COPS Hiring Program, your agency will be required to submit quarterly Federal Financial Reports (SF-425) as well as quarterly program progress reports. CHP grantees should be prepared to track and report CHP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHP funding and ensure that its use is consistent with the grant terms and conditions. In addition, your agency will be required to complete the Community Policing Self-Assessment Tool (CP-SAT) at the beginning and again towards the end of the grant award period.

Also, please remember that grantees must retain all sworn officer positions awarded under the 2015 CHP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your 2015 CHP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

We look forward to working with your agency in a productive partnership to further your community policing efforts. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1-800-421-6770.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Davis', written in a cursive style.

Ronald L. Davis  
Director

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This email was sent to [dbaldwin@killeentexas.gov](mailto:dbaldwin@killeentexas.gov) using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS)  
145 N St. NE · Washington, DC 20530 · 800-421-6770



# City of Killeen

## Legislation Details

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**File #:** PH-15-054B    **Version:** 1    **Name:** COPS15 Grant Budget Amendment  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 10/21/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing revenues and expenditures in various General Fund accounts for the Community Oriented Policing Services (COPS) Hiring Program grant.  
**Sponsors:** Finance Department, Human Resources Department, Police Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

**AGENDA ITEM**

**2015 COPS HIRING GRANT BUDGET  
AMENDMENT**

**ORIGINATING DEPARTMENT**

**FINANCE DEPARTMENT**

### **BACKGROUND INFORMATION**

The U.S. Department of Justice (DOJ) Community Oriented Policing Services (COPS) Hiring Program grants provide funding to law enforcement agencies to hire police officers for the advancement of public safety through an increase in their community patrolling capacity and crime prevention efforts. The COPS Hiring Program has approved the City of Killeen's 2015 application for 13 new police officer positions. The grant will assist in covering the salaries and benefits of the new officers for a three-year period. The estimated salary and benefits cost of the officers over the grant period is \$2,454,884. The grant will cover up to a maximum of \$1,625,000 and the City will provide match in the amount of \$829,884.

### **DISCUSSION/CONCLUSION**

The COPS Hiring Program granted the full amount requested in the City's application, which represents the maximum allowed amount for hiring 13 new police officers. At the time the application was completed, the first year salary and benefits cost of the officers was calculated to be \$751,310. The anticipated start date for the officers is February 1, 2016. The budget amendment will only cover the remaining eight months in the fiscal year.

### **FISCAL IMPACT**

The salary and benefits cost for the 13 police officers from February 1, 2016, to September 30, 2016, is \$491,242. The City will receive reimbursement through the grant in the amount of \$355,587. The following budget amendment is needed to increase General Fund revenue and expenditure accounts for the grant:

#### **Revenues**

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-0000-382-10-10	Cops Grant 2015	0	355,587	355,587

#### **Expenditures**

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-6000-441-40-05	Full Time Salaries	18,036,473	382,033	18,418,506
010-6000-441-45-05	Hospital Insurance	1,485,647	38,801	1,524,448
010-6000-441-45-10	Retirement	1,697,476	34,364	1,731,840
010-6000-441-45-15	Social Security	1,557,175	29,209	1,586,384
010-6000-441-45-20	Workers Comp	348,841	6,835	355,676
Total		23,125,612	491,242	23,616,854



**RECOMMENDATION**

Staff recommends that City Council approve the ordinance amending the FY 2016 City of Killeen General Fund budget.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE GENERAL FUND COPS GRANT REVENUE ACCOUNT BY \$355,587 AND VARIOUS GENERAL FUND POLICE DEPARTMENT OPERATING EXPENDITURE ACCOUNTS BY \$491,242; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to increase the General Fund Cops Grant Revenue account and various General Fund Police Department operating expenditure accounts; and

**WHEREAS**, the need for the additional funds requires a budget amendment;

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

**SECTION I.** That Ordinance 15-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, be amended as to the portion of said budget as follows:

**Revenues**

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-0000-382-10-10	Cops Grant 2015	0	355,587	355,587

**Expenditures**

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-6000-441-40-05	Full Time Salaries	18,036,473	382,033	18,418,506
010-6000-441-45-05	Hospital Insurance	1,485,647	38,801	1,524,448
010-6000-441-45-10	Retirement	1,697,476	34,364	1,731,840
010-6000-441-45-15	Social Security	1,557,175	29,209	1,586,384
010-6000-441-45-20	Workers Comp	348,841	6,835	355,676
Total		23,125,612	491,242	23,616,854

**SECTION II.** That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

**SECTION V.** That this ordinance shall be effective after its passage and publication according to the law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 10th day of \_\_November\_\_, 2015, at which meeting 1a 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



# City of Killeen

## Legislation Details

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**File #:** PH-15-054C    **Version:** 1    **Name:** Amend Authorized Civil Service Positions for PD  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 10/20/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider an ordinance to amend the number of authorized civil service positions for the Police Department.  
**Sponsors:** Assistant City Manager Internal Services, Human Resources Department, Police Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Ordinance](#)  
[Police Pay Plan](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

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

### ORIGINATING DEPARTMENT

Human Resources

### BACKGROUND INFORMATION

The Texas Local Government Code (TLGC), Chapter 143, became effective September, 1987; this codification represents an effort to present, in a coherent and practical format, the laws and civil service procedures for Texas police and fire departments. The civil service system was established in the City of Killeen in an election duly called and lawfully conducted on August 13, 1977. The rules and regulations of TLGC Chapter 143 apply to all of the classified police and fire officers covered under Chapter 143.

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

### DISCUSSION/CONCLUSION

The COPS Hiring Program Grant for the City of Killeen's 2015 application for salary and benefits for 13 entry-level, full-time police officer positions has been approved. The Cops Hiring Grant will fund up to a maximum of \$1,625,000 of the entry-level officers' salaries and benefits for three years, with the City matching the balance of the cost of \$829,884 throughout the life of the grant. The City of Killeen is also committed to hire from among the 13 positions at least one military veteran and to maintain the 13 officers for an additional 12 months upon completion of the three-year grant period.

The Human Resources Department is requesting changes to the current police staffing with acceptance of the COPS Hiring Program Grant by adding 13 positions.

### FISCAL IMPACT

Funding is available in the FY15-16 budget.

### RECOMMENDATION

Staff recommends the adoption of the proposed ordinance to add 13 entry-level, full-time police officer positions as outlined in the COPS Hiring Program Grant.

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

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

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

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

<u>CLASSIFICATION</u>	<u>NUMBER IN EACH CLASSIFICATION</u>			
	<u>FY 2014-2015</u>	<u>Effective 9-1-14</u>	<u>FY 2015-2016</u>	<u>Effective 9-1-15</u>
	<u>(Authorization)</u>	<u>(Over hire)</u>	<u>(Authorization)</u>	<u>(Over hire)</u>
Police Officer	226	10	239	10
Police Sergeant	24	0	24	0
Police Lieutenant	10	0	10	0
Police Captain	5	0	5	0
Assistant Chief of Police	2	0	2	0
Total	267		280	

That the City Council authorizes the amendment of the police pay plan to reflect the changes in the number of positions in the civil service classifications for the purpose of establishing a salary of said employees under the provisions of Texas Local Government Code 143.041 as required by that statute.

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

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

**SECTION IV.** That this ordinance shall be effective September 1, 2015, after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas this 10th day of November, 2015, 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 Hoffman-Davis, CITY ATTORNEY



CITY OF KILLEEN  
Police Pay Plan

Effective October 1, 2015

		P00-01 <u>Probationary</u>										
<u>Grade/Step</u> <u>Year:</u>												
Police Officer Grade P00	Monthly	\$3,743										
	Annual	\$44,920										
<hr/>												
<u>Grade/Step</u> <u>Year:</u>		P01-1	P01-2	P01-3	P01-4	P01-5	P01-6	P01-7	P01-8	P01-9		
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>		
Police Officer Grade P1	Monthly	\$4,071	\$4,203	\$4,334	\$4,465	\$4,596	\$4,729	\$4,729	\$4,860	\$4,860		
	Annual	\$48,851	50438	52011	53584	55156	56742	56742	58315	58315		
<hr/>												
<u>Grade/Step</u> <u>Year:</u>		P01-10	P01-11	P01-12	P01-13	P01-14	P01-15	P01-16	P01-17	P01-18		
		<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18+</u>		
	Monthly	\$4,991	\$4,991	\$5,122	\$5,122	\$5,254	\$5,254	\$5,385	\$5,385	\$5,516		
	Annual	\$59,888	\$59,888	\$61,460	\$61,460	\$63,047	\$63,047	\$64,620	\$64,620	\$66,193		
<hr/>												
<u>Step:</u> <u>Year:</u>		1	2	3	4	5	6	7	8	9	10	
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10+</u>	
Police Sergeant Grade P2	Monthly		\$5,821	\$5,821	\$6,017	\$6,017	\$6,212	\$6,212	\$6,212	\$6,212	\$6,212	\$6,406
	Annual		\$69,853	\$69,853	\$72,206	\$72,206	\$74,542	\$74,542	\$74,542	\$74,542	\$74,542	\$76,878
Police Lieutenant Grade P3	Monthly		\$6,764	\$6,764	\$6,960	\$6,960	\$7,155	\$7,155	\$7,155	\$7,155	\$7,155	\$7,350
	Annual		\$81,167	\$81,167	\$83,519	\$83,519	\$85,855	\$85,855	\$85,855	\$85,855	\$85,855	\$88,206
Police Captain Grade P4	Monthly		\$7,675	\$7,675	\$7,871	\$7,871	\$8,066	\$8,066	\$8,066	\$8,066	\$8,066	\$8,260
	Annual		\$92,099	\$92,099	\$94,451	\$94,451	\$96,787	\$96,787	\$96,787	\$96,787	\$96,787	\$99,123
Assistant Chief of Police Grade P6	Monthly		\$8,814	\$8,814	\$9,008	\$9,008	\$9,203	\$9,203	\$9,203	\$9,203	\$9,203	\$9,399
	Annual		\$105,764	\$105,764	\$108,100	\$108,100	\$110,439	\$110,439	\$110,439	\$110,439	\$110,439	\$112,788





CITY OF KILLEEN  
Police Pay Plan

Effective October 1, 2015

<u>Police Incentive Pay</u>	<u>Monthly</u>	<u>Police Assignment Pay</u>	<u>Monthly</u>
Associate Degree <b>or</b> ,	\$100	Bilingual Certification (Level I)	\$50
Bachelor Degree <b>or</b> ,	\$200	Bilingual Certification (Level II)	\$75
Master's Degree	\$300	Clothing	\$50
<b>AND</b>		Field Training Officer	\$75
Intermediate Certificate <b>or</b> ,	\$60	Investigator	\$50
Advanced Certificate <b>or</b> ,	\$75	HAZMAT Certification	\$100
Master Peace Officer	\$100	Permanent Shift Differential	3% of Base Pay
		<del>(Patrol Personnel only)</del>	
		TRU (Tactical Response Unit)	\$75

NOTE: Officers may receive an education incentive in conjunction with Police Officer certification pay.

Hiring Incentive Pay

*Individuals with a*

- Stage one: \$2,000 paid on the first regular payday after the licensed officer is hired by the department and begins the FTO (field training) program.
- Stage two: \$1,000 paid when the Police department affirms that the Probationary Police Officer has successfully completed the first year of service with the department; payment of this incentive will be made during the last pay period of the first year of service.



# City of Killeen

## Legislation Details

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**File #:** PH-15-055A    **Version:** 1    **Name:** PD Victim Assistance Grant  
**Type:** Resolution/Public Hearing    **Status:** Public Hearings  
**File created:** 9/24/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Office of Governor, Criminal Justice Division for the purpose of creating a Crisis Assistance Program.  
**Sponsors:** Police Department  
**Indexes:** Victim Assistance Grant  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Acceptance Letter](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		
10/20/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

**AGENDA ITEM**

**GRANT AGREEMENT FOR CRISIS ASSISTANCE PROGRAM**

**ORIGINATING DEPARTMENT**

**POLICE DEPARTMENT**

### **BACKGROUND INFORMATION**

The Victim Assistance Office of the Police Department applied for a one-year grant from the Office of the Governor, Criminal Justice Division for the purpose of funding a Crisis Assistance Program to be administered through Victims Assistance. This grant will provide funding for professional counseling services to victims of violent crimes thereby enhancing the victim services already provided by the Killeen Police Department. These counseling services will be provided at the police department by licensed professional counselors contracted through the grant. Additional services made possible will include transportation for medical and shelter needs, direct referrals for local assistance resources, and advocacy for protective orders and housing issues. All services will be provided at no cost to the victims.

### **DISCUSSION/CONCLUSION**

The Office of the Governor, Criminal Justice Division requires a resolution be passed and in place before awarding of the grant. There is currently no mechanism in place in the City of Killeen that allows for the provision of all these services to crime victims in one location. It is logical and practical to have these services available through the Victim Assistance Office of the Police Department.

The Department's Victim's Assistance Coordinator originally requested a total one-year grant amount of \$19,175 for the Crisis Assistance Program. The Office of the Governor approved the requested plan, lengthened the term of the grant and offered \$39,947.29 due to increased available funding.

### **FISCAL IMPACT**

The original application requested \$19,175 with the City of Killeen matching \$5520. Grant matching expenditures will be met by in-kind work and volunteer work as well as previously scheduled training through the Crime Victim Assistance Office.

The Office of the Governor accepted the plan; however, the offer was increased to \$39,947.92. Due to the increase in the grant offer, the matching was increased to \$10,713.23 and the length of the grant was increased to two years.

\$39,947.92	Federal
\$ 6,393.23	City cash match
<u>\$ 4,320.00</u>	City in-kind match
\$50,661.15	Total award

Reimbursement funding from the Office of the Governor in the amount of \$39,947.92 has been approved for this project. The reimbursement will be placed in revenue account 010-0000-382-10-11.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into the grant agreement with the Office of the Governor, Criminal Justice Division for the purpose of funding the Crisis Assistance Program, and that he is further authorized to accept, reject, alter, or terminate the grant on the city's behalf.



GOVERNOR GREG ABBOTT

Dear Grantee:

**Congratulations on your award!** To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov).

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Camille Cain".

Camille Cain  
Executive Director  
Criminal Justice Division

Print This Page

**Agency Name:** Killeen, City of  
**Grant/App:** 2916401 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

**Project Title:** Crisis Assistance Program  
**Status:** Pending AO Acceptance of Award

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Personnel	\$0.00	\$0.00	\$4,320.00	\$0.00	\$4,320.00
Supplies and Direct Operating Expenses	\$23,747.92	\$5,193.23	\$0.00	\$0.00	\$28,941.15
Travel and Training	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$2,400.00

**Budget Grand Total Information:**

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$39,947.92	\$6,393.23	\$4,320.00	\$0.00	\$50,661.15

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**Agency Name:** Killeen, City of

**Grant/App:** 2916401 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

**Project Title:** Crisis Assistance Program

**Status:** Pending AO Acceptance of Award

**Source of Match Information**

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
Cost of annual training provided through Killeen PD budget obtained from City General Funds	Cash Match	\$1,200.00
Volunteer time of 240 hours @ equivalent of Victim Liaison salary of 17.28 per hr	In Kind Match	\$4,320.00
Grant Period Realignment	Cash Match	\$5,193.23

**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$10,713.23	\$6,393.23	\$4,320.00	\$0.00	\$0.00

You are logged in as **User Name:** KPDCVL505

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**Agency Name:** Killeen, City of  
**Grant/App:** 2916401 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

**Project Title:** Crisis Assistance Program  
**Status:** Pending AO Acceptance of Award

**Budget Details Information**

**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Two office telephones-the funds requested will be used for the purchase of the equipment only and not for the monthly/annual billing.	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0
Supplies and Direct Operating Expenses	Grant Period Realignment	Grant Period Realignment	\$20,772.92	\$5,193.23	\$0.00	\$0.00	\$25,966.15	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training would include attendance at local and state victim service related conferences and seminars. This would include attendance at the Annual Crimes Against Women Conference, Annual Every Victim, Every Time Conference; Annual Bridging the Gap Conference; and Crime Victim Compensation training offered through the Office of the Attorney General.	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$2,400.00	0
Personnel	Intern, Mentor, Service Provider, Student Worker, and/or Support Staff	Trained volunteer staff that will assist the crime victim liaison with administering immediate crisis services, protective order assistance, transportation, court accompaniment, and referrals to appropriate agencies. 250 volunteer hours at the rate of \$17.28 per hour.	\$0.00	\$0.00	\$4,320.00	\$0.00	\$4,320.00	100
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	2 laptop systems and accessories	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0
Contractual and	Non-Substance Abuse-Related Case	Professional counseling provided to primary victims, secondary victims and immediate family members with	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0



Professional Services	Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	a maximum limit of 4 sessions per person billed at \$60.00 per session. Potential providers of service include, but are not limited to Stephanie LaLouette; Campbell and Associates; Bri David; LaDonna Harris. All are licensed professional counselors. The ideal vendor list would include as many LPCs that are willing to commit to the program, allowing for a greater opportunity of services to be provided.							
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under \$1,000)	Office furniture	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0	
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (Valued Under \$1,000)	4 in 1 printer/fax/scan/copier	\$875.00	\$0.00	\$0.00	\$0.00	\$875.00	0	

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# City of Killeen

## Legislation Details

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**File #:** PH-15-055B    **Version:** 1    **Name:** Victim Assistance Grant Budget Amendment  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 10/27/2015    **In control:** City Council  
**On agenda:** 11/10/2015    **Final action:**  
**Title:** Hold a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Victims Crime grant revenue account by \$19,974 and various expenditure accounts by \$19,974.  
**Sponsors:** Finance Department, Police Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Memorandum](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
11/3/2015	1	City Council Workshop		

## CITY COUNCIL MEMORANDUM

### AGENDA ITEM

**Victim Assistance Budget Amendment**

### ORIGINATING DEPARTMENT

**Finance**

### BACKGROUND INFORMATION

The Police Department's Victim Assistance Office applied for a grant from the Office of the Governor, Criminal Justice Division for the purpose of funding a Crisis Assistance Program to be administered through Victim Assistance. The grant will provide funding for professional counseling services to victims of violent crimes thereby enhancing the victim services already provided by the Killeen Police Department. These counseling services will be provided at the police department by licensed professional counselors. Additional services made possible will include transportation for medical and shelter needs, direct referrals for local assistance resources, and advocacy for protective orders and housing issues.

### DISCUSSION/CONCLUSION

The Office of the Governor approved the requested application and awarded the grant as follows below:

Criminal Justice Dept.	COK Cash Match	COK In-Kind Match	Total Grant
39,947.92	6,393.23	4,320.00	50,661.15

The grant period is from 09/01/2015 through 09/30/2017. Costs associated with the Crisis Assistance program will be divided between FY 2016 and FY 2017.

### FISCAL IMPACT

Costs associated with the Crisis Assistance Program for FY 2016, in the amount of \$19,974, will be placed in the following accounts below:

#### Revenues

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-0000-382-10-11	Victims Crime Rev	0	19,974	19,974

#### Expenditures

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-6000-441-44-05	Telephone	200,000	200	200,200
010-6000-441-44-20	Professional Services	187,389	15,000	202,389
010-6000-441-44-30	Training and Travel	185,300	1,200	186,500
010-6000-441-46-40	Computer Equipment	13,500	2,075	15,575
010-6000-441-46-50	Furniture & Fixtures	6,900	1,499	8,399
Total		593,089	19,974	613,063

## **RECOMMENDATION**

Staff recommends that the City Council approve the ordinance amending the FY 2016 Municipal Operating Budget revenues by \$19,974 and expenditures by \$19,974.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE VICTIMS CRIME GRANT REVENUE ACCOUNT BY \$19,974 AND VARIOUS OPERATING EXPENDITURE ACCOUNTS BY \$19,974; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to increase the Victims Crime grant revenue account and various operating expenditure accounts; and

**WHEREAS**, the need for the additional funds requires a budget amendment;

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

**SECTION I.** That Ordinance 15-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, be amended as to the portion of said budget as follows:

**Revenues**

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-0000-382-10-11	Victims Crime Rev	0	19,974	19,974

**Expenditures**

Account Number	Account Name	Original Budget	Increase	Amended Budget
010-6000-441-44-05	Telephone	200,000	200	200,200
010-6000-441-44-20	Professional Services	187,389	15,000	202,389
010-6000-441-44-30	Training and Travel	185,300	1,200	186,500
010-6000-441-46-40	Computer Equipment	13,500	2,075	15,575
010-6000-441-46-50	Furniture & Fixtures	6,900	1,499	8,399
Total		593,089	19,974	613,063

**SECTION II.** That the City Council finds that the public notice and public hearing requirements of Section 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

**SECTION V.** That this ordinance shall be effective after its passage and publication according to the law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 10th day of November, 2015, at which meeting 1a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

**APPROVED**

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Scott Cospers, MAYOR

**ATTEST:**

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Dianna Barker, CITY SECRETARY

**APPROVED AS TO FORM:**

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Kathryn H. Davis, CITY ATTORNEY