



# City of Killeen

## Agenda

### City Council Workshop

Tuesday, January 18, 2022

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

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#### IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

#### Citizens Petition

1. [CP-22-002](#) Elsy Orellana - Street Maintenance Fee

#### Citizen Comments

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to three (3) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions.*

#### Discussion Item

2. [DS-22-011](#) City Manager Updates
  - COVID 19 Update

#### Discuss Items for Regular City Council Meeting

#### Resolutions

3. [RS-22-012](#) Consider a memorandum/resolution approving amendments to agreements with Lone Star Paving to include asphalt overlay and milling services at Conder Park in the amount of \$214,592.90.  
**Attachments:** [Staff Report](#)  
[Quote](#)  
[Contract](#)  
[Amendments](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
4. [RS-22-013](#) Consider a memorandum/resolution authorizing an Interagency Agreement with multiple agencies for the use of NicheRMS365, a law enforcement records management system, in the amount of \$381,038.25.

**Attachments:** [Staff Report](#)  
[Interagency Agreement](#)  
[Addendum](#)  
[Assessment Report](#)  
[Cost Calculations](#)  
[Presentation](#)

5. [RS-22-014](#) Consider a memorandum/resolution accepting the Victims of Crime Act (VOCA) Crisis Assistance Program grant through the Office of the Governor, Criminal Justice Division.
- Attachments:** [Staff Report](#)  
[Grant Application](#)  
[Presentation](#)
6. [RS-22-015](#) Consider a memorandum/resolution ratifying the acceptance of the HOME-ARP grant funding in the amount of \$1,778,641.
- Attachments:** [Staff Report](#)  
[Grant Agreement](#)  
[Award Letter](#)  
[Fact Sheet](#)  
[Presentation](#)
7. [RS-22-016](#) Consider a memorandum/resolution approving an Interlocal Agreement with the City of Temple for Regional Homelessness Cooperation and a Strategic Plan.
- Attachments:** [Staff Report](#)  
[Agreement](#)  
[Presentation](#)
8. [RS-22-017](#) Consider a memorandum/resolution approving an election services contract with Bell County.
- Attachments:** [Staff Report](#)  
[Contract](#)  
[Presentation](#)
9. [RS-22-008](#) Consider a memorandum/resolution appointing members to the Committee for Crime Solutions.
- Attachments:** [Staff Report](#)  
[Presentation](#)
10. [RS-22-018](#) Consider a memorandum/resolution authorizing the procurement of fleet parts through NAPA, O'Reilly, and Lonestar Freightliner in an amount not to exceed \$287,000 and tires through Southern Tire Mart in an amount not to exceed \$203,000.

**Attachments:** [Staff Report](#)  
[Contracts](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

## Ordinances

11. [OR-22-002](#) Consider an ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2022, for street improvements.

**Attachments:** [Staff Report](#)  
[Draft Ordinance](#)  
[Presentation](#)

12. [OR-22-003](#) Consider an ordinance amending the Code of Ordinances Chapter 8, Building and Construction Regulations, and Chapter 11, Fire Prevention and Protection, to adopt updated international building construction and fire codes.

**Attachments:** [Staff Report](#)  
[Summary of Changes](#)  
[Ordinance](#)  
[Presentation](#)

13. [OR-22-004](#) Consider an ordinance amending the Code of Ordinances Chapter 26, Subdivisions and Other Property Developments, to establish the requirements for a Traffic Impact Analysis.

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

## Public Hearings

14. [PH-22-008](#) HOLD a public hearing and discuss proposed charter amendments.

**Attachments:** [Staff Report](#)  
[Proposed Charter Amendments](#)  
[Presentation](#)

15. [PH-21-065](#) HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #FLUM21-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas. (Tabled from

11/30/21 Regular City Council Meeting)

**Attachments:** [Staff Report](#)

[Maps](#)

[Minutes](#)

[Ordinance](#)

[Presentation](#)

16. [PH-21-066](#) HOLD a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #Z21-33) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District). The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas. (Tabled from 11/30/21 Regular City Council Meeting) (Requires a three-fourths [3/4] majority vote)
- Attachments:** [Staff Report](#)
- [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Considerations](#)
- [Petitions](#)
- [Presentation](#)
17. [PH-22-009](#) HOLD a public hearing and consider an ordinance requested by Joshua Welch on behalf of CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald, and Ray Fread (Case #FLUM 21-11) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘Rural’ (R) and ‘Suburban Residential’ (SR) designation to a ‘General Residential’ (GR) designation for approximately 60.112 acres out of the J.H. Lewis Survey, Abstract No. 0536; J.W. Morton Survey, Abstract No. 0587; and T. Arnold Survey, Abstract No. 0055. The property is generally located south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas.
- Attachments:** [Staff Report](#)
- [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Presentation](#)
18. [PH-22-010](#) HOLD a public hearing and consider an ordinance requested by Tobe Sweeney, on behalf of Lilia D Enterprise, LLC (Case #Z21-43), to rezone approximately 0.19 acres out of the Morris & Goode Survey, Lot 1, Block 4 from “R-1” (Single-Family Residential District) to “R-2” (Two-Family Residential District). The property is addressed 1301 E Avenue G, Killeen, Texas.

**Attachments:** [Staff Report](#)[Maps](#)[Site Photos](#)[Survey](#)[Minutes](#)[Ordinance](#)[Considerations](#)[Responses](#)[Presentation](#)

19. [PH-22-011](#) HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Eakin Commercial Properties, LTD (Case #Z21-44) to rezone approximately 0.271 acres, being part of Lots 2 & 4, Block 1, Eakin Commercial Addition Phase Two, from "B-3" (Local Business District) to "B-5" (Business District). The property is addressed as 5500 E. Central Texas Expressway and 2301 Rosewood Drive, Killeen, Texas.

**Attachments:** [Staff Report](#)[Maps](#)[Site Photos](#)[Minutes](#)[Ordinance](#)[Considerations](#)[Presentation](#)

20. [PH-22-012](#) HOLD a public hearing and consider an ordinance amending the FY 2022 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

**Attachments:** [Staff Report](#)[Ordinance](#)[Presentation](#)**Items for Discussion at Workshop**

21. [DS-22-007](#) Discuss Financial Governance Policy Updates

**Attachments:** [Draft Financial Governance Policy](#)[Presentation](#)

22. [DS-22-008](#) Discuss Traffic on/around Rosewood Drive

23. [DS-22-009](#) Conduct Annual Evaluation of City Auditor

24. [DS-22-010](#) Discuss and Review Municipal Court Judge Applications

## 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 January 12, 2022.*

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*Lucy C. Aldrich, City Secretary*

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

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

## Notice of Meetings

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

- Killeen PFC Groundbreaking, January 13, 2022, 11:00 a.m., 801 South WS Young Drive*
- Public Policy Luncheon, January 26, 2022, 11:30 a.m., Anderson Hall-Central Texas College*
- Non-Profit Board Training, February 16, 2022, 8:00 a.m., Grace Christian Center*
- Love Your Park, March 12, 2022, 8:00 a.m., Conder Park*

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



# City of Killeen

## Legislation Details

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**File #:** CP-22-002    **Version:** 1    **Name:** Citizens Petition  
**Type:** Citizens Petition    **Status:** Citizens Petitions  
**File created:** 1/7/2022    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Elsy Orellana - Street Maintenance Fee  
**Sponsors:** City Manager Department  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# City of Killeen

## Legislation Details

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**File #:** DS-22-011    **Version:** 1    **Name:** COVID 19 Update  
**Type:** Discussion Items    **Status:** Discussion Items  
**File created:** 1/11/2022    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** City Manager Updates  
          COVID 19 Update  
**Sponsors:** City Manager Department  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# City of Killeen

## Legislation Details

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**File #:** RS-22-012    **Version:** 1    **Name:** Milling and Overlay at Conder Park  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/9/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution approving amendments to agreements with Lone Star Paving to include asphalt overlay and milling services at Conder Park in the amount of \$214,592.90.  
**Sponsors:** Recreation Services Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Quote](#)  
[Contract](#)  
[Amendments](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Joe Brown, Executive Director of Recreation Services  
**SUBJECT:** Asphalt Overlay and Milling Services at Conder Park

### **BACKGROUND AND FINDINGS:**

Recreation Services is planning several site improvements throughout Conder Park as part of recent CDBG and ARPA designations targeting improvements to this park. The parking lot area throughout Conder Park has lived its life cycle and is in need of being milled and overlaid. The current state of this parking lot is hazardous with many areas difficult to maneuver, which will continue to degrade and become more and more unsafe for both pedestrian and vehicular traffic. Conder Park is the City's first Community Park and the Recreation Services Department has ambitious plans to renovate and re-active this park concept. Replacing the parking areas would play a vital role in our efforts to create and establish Conder Park as a destination park once again as it was decades ago.

Lone Star Paving was awarded milling and overlay agreements through Bid No. 21-25 for City of Killeen streets. Amendments to both Asphalt Overlay and Milling agreements will allow the City to take advantage of the pricing in the current agreements for the Conder Park project. The pricing in the quote for this project is in line with the current contract. The Recreation Services project will see 11,603 Sq Yds milled and overlaid to include 3" Ty. D-HMAC TxDot 340 at 1,914 tons.

### **THE ALTERNATIVES CONSIDERED:**

Option 1 - Decline to approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park as presented; create and advertise an RFP for these services.

Option 2 - Decline to approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park. This option will leave the parking lot area that surrounds Conder Park in hazardous shape and subject to further deterioration.

Option 3 - Approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park as presented.

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

Option 3 - Approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park as presented. The current asphalt conditions around Conder Park

are hazardous and becoming worse through every season. Recreation Services is currently working to improve several amenities throughout this park, which will increase both vehicular and pedestrian traffic. By milling and overlaying this parking lot, Recreation Services will create and establish a much safer, usable, accessible park.

**CONFORMITY TO CITY POLICY:**

This purchase satisfies the competitive bid requirements and conforms to City Policy and all applicable state and local laws.

**FINANCIAL IMPACT:**

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

The financial impact would be \$214,592.90 for FY 2022.

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

One-time cost

**Is this expenditure budgeted?**

Yes, funds are available in account Governmental CIP account 349-8930-493.69-03.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council approve amendments to the asphalt overlay and milling agreements with Lone Star Paving as submitted for milling and asphalt overlay work at Conder Park in the amount of \$214,592.90 in FY22 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Quote  
Contract  
Amendments  
Certificate of Interested Parties



# LONE STAR PAVING

5513 Taylors Valley Rd  
Temple, TX 76502

Estimator: Kris Bauer  
Phone: 254-613-1370  
Fax: 254-613-1603  
Cell: 512-563-0215  
Email: kbauer@lspaving.com

# ESTIMATE

Date: January 25, 2022  
Estimate #: 15001908

Customer: City of Killeen - Family Recreation Center

Project:  
Conder Park - Asphalt Replacement  
810 Conder St.  
Killeen Tx 76542

Contact: Joe Brown  
jbrown@killeentexas.gov  
254-501-8838

Description	Qty	U/M	Unit Price	Total
Pave 3" Ty. D-HMAC TxDot 340	1,914.00	Ton	89.50	\$171,303.00
Milling Machine excavate 2-4" / haul off spoils	11,603.00	Sq Yd	3.30	\$38,289.90
MOBILIZATION for PAVING	4,000.00	LS	1.00	\$4,000.00
MOBILIZATION for MILLING	1,000.00	Each	1.00	\$1,000.00
			<b>Total:</b>	<b><u>\$214,592.90</u></b>

Pricing includes (1) mobilization. Any additional mobilizations will be \$5,500 Each.

### Terms and Conditions

EXCLUDES - BONDING, PERMITS, UTILITY ADJUSTMENTS, TESTING, LAYOUT OR SURVEYING, SAFETY SLOPE INSTALL/REMOVAL, TEMP TAPERS FOR UTILITIES, EXCAVATION, SAWCUTTING, TRAFFIC CONTROL OR FLAGMEN, LANE CLOSURE FEES OR PERMITS, TEMPORARY OR PERMANENT STRIPING, NIGHT OR WEEKEND WORK, SWEEP/CLEAN PRIOR TO PAVING AND ANY ITEMS OF WORK NOT SPECIFICALLY QUOTED.



**LONE STAR  
PAVING**

5513 Taylors Valley Rd  
Temple, TX 76502

# ESTIMATE

Date: January 25, 2022  
Estimate #: 15001908

**Estimator:** Kris Bauer  
**Phone:** 254-613-1370  
**Fax:** 254-613-1603  
**Cell:** 512-563-0215  
**Email:** kbauer@lspaving.com

**Customer:** City of Killeen - Family Recreation Center  
  
**Project:**  
Conder Park - Asphalt Replacement  
810 Conder St.  
Killeen Tx 76542  
  
**Contact:** Joe Brown  
jbrown@killeentexas.gov  
254-501-8838

LONE STAR PAVING ("LSP") WILL EXECUTE ONLY THOSE ITEMS OF WORK LISTED IN THE "SCOPE OF WORK" ABOVE. ANY ADDITIONAL ITEMS OF WORK WILL REQUIRE A WRITTEN CHANGE ORDER IN ADVANCE. LSP IS NOT RESPONSIBLE FOR DRAINAGE ISSUES ON SLOPES LESS THAN 2%. ALL QUANTITY OVERRUNS WILL BE VERIFIED IN PLACE UPON COMPLETION AND BILLED AT UNIT PRICES SHOWN ABOVE. THE ABOVE QUOTED PRICES ARE SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN SIX MONTHS FROM THE PROPOSAL DATE. This quote will become part of the subcontract agreement if one exists, and shall supersede any other conflicting language in the subcontract agreement, if any, between the parties. Asphalt paving standards for newly constructed areas are proposed to comply with the Texas Department of Transportation hot mix standards. Other paving specifications must be specifically outlined. All permits and fees are excluded unless otherwise noted. LSP is not responsible for utility lines less than 12 inches deep. Customer/Owner is responsible for protecting the work site from tenants, customers, other work activities, and will bear any additional costs of repairing work. LSP will carry Workers Compensation, General Liability, and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided to-date, and are subject to change if new information is provided or differing site conditions are encountered. LSP is only responsible for its asphalt work, and expressly excludes injury, warranty, damages, and remediation to business or property if there are deficiencies with the subgrade or base, which shall meet or exceed the governing specifications, and shall also meet or exceed the ride specifications. From time to time, the paving surface may have areas whereby additional hotmix must be applied to achieve desired results, and the fees for these additional amounts of materials will be discussed and agreed to prior to commencement of work. All changes in the scope of the work must be agreed prior to the commencement of work. Full payment for LSP's services is due 30 days from the date of the invoice. No retainage shall be withheld from any payments due LSP. If payment and/or performance bonds are required and the cost of such bonds is not included in LSP's quote, 1.5% shall be added to the overall bid price. Testing for HMAC QCQA items only. LSP shall retain all production, ride, and placement bonus/penalty on HMAC item(s) according to specification where applicable. The bonus/penalty calculations shall be based on LSP's unit prices or the unit bid prices, whichever is greater. Maximum one (1) year warranty on materials and workmanship. Payments should be remitted to Asphalt Inc., LLC d/b/a Lone Star Paving, PO Box 200608, Austin, TX 78720. Interest shall accrue for all amounts past due at the rate of eighteen percent (18%) compound interest per annum or highest legal limit. Customer agrees to pay attorneys' fees, expert fees, all costs of court, and any other expenses incurred by LSP in the collection of any sums due under the performance of this contract. The venue for any legal action under this contract shall be Travis County, Texas. The parties expressly agree to waive the right to a jury trial. Pricing based on a mutually agreeable contract. LSP shall not be liable for any failure of or delay in the performance of its work for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God, epidemic, pandemic, abnormal weather conditions, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. If delayed by a force majeure event, LSP shall be entitled to an extension of time equal to the length of the delay.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF  
TEXAS COUNTY  
OF BELL

THIS AGREEMENT, made and entered into this 16 day of April, 2021, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." And Lone Star Paving, of the City of Temple, Counties of Bell, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the premises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

**Planing and Texturing Pavement (Milling)** and all work in accordance with the specifications (if applicable) which are incorporated herein by reference and made part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Planing and Texturing Pavement (Milling)	0"-2"	\$ <u>1.67</u> per square yard
	2"-4"	\$ <u>3.30</u> per square yard
	4"-6"	\$ <u>5.00</u> per square yard

Traffic Control      \$ 1,000.00 onetime fee (if included listed as 0.00)

Mobilization      \$ 1,000.00 onetime fee (if included listed as 0.00)

**Per proposal and specification attached**

Description:

Plane, or plane and texture, existing asphalt concrete pavement, asphalt-stabilized base, or concrete. Texture bridge deck surfaces.

**Equipment**

All equipment, tools, and machines used in the performance of the work shall be always maintained in satisfactory working condition to ensure a high-quality product.

**Construction Methods**

**General.** The CONTRACTOR shall be responsible for the production, transportation, placement, and finishing of the specified services to the requirements of the specification.

**General.** Leakage of fuels, oils, grease, hydraulic or brake fluids or other contaminants onto the prepared surface or newly laid mat will not be allowed.

**Lines.** Care shall be taken to insure straight lines along the curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide good appearance.

**Clean-up.** All areas, such as valley gutters, curb & gutters, and intersections shall have the products removed as specified by the Director of Transportation or designee. The CONTRACTOR shall remove any debris associated with the performance of the work on a daily basis.

## Notification and Traffic Control

**Notification.** All entities affected by the services shall be notified two days in advance of the service occurrence. Should work not occur on the specified day, a notification will be distributed. Deferred work shall be rescheduled as soon as possible after all other pending work that notifications have gone out for is completed. All practical efforts must be made to minimize the amount of work that must be deferred and rescheduled to control citizen inconvenience.

The notification shall be in a form of written posting, stating the time and date that the services will take place and a general description of the process. Notices shall be placed in secure, prominent locations and information shall be written legibly in ink that will not run if the notices get wet.

**Traffic Control.** Suitable methods shall be used by the CONTRACTOR to protect the services completed from all types of vehicular traffic without damage. Opening traffic does not constitute acceptance of the work. The Director of Transportation or designee shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the materials to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted they should be considered as normal characteristics of services and should be accepted.

## Acceptance Plan

All areas meeting the requirements of the specifications will be accepted for payment. Substandard portions of the work, as determined by the Director of Transportation or designee, shall be remedied or removed and replaced to the satisfaction of the Director of Transportation or designee at the expense of the CONTRACTOR. Remedied areas satisfactory to the Director of Transportation or designee will be included in the area accepted for payment.

## Pricing & Term

Any contract resulting from this ITB shall be effective for a two (2) year period upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

**Option Clause:** It is agreed that the City will have the option to extend the contract for up to two (2) additional years, in six (6) month intervals. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

**Escalation Clause:** Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each twelve (12) months of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial twelve (12) months of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

### **Independent Contractor**

Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

### **Insurance**

Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
\$500,000 Combined single Limit for each accident (Bodily injury and property damage).	
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

### **Prevailing Wage Rates**

The Contractor shall pay each employee prevailing wages as set forth in the Davis Bacon Wage Determination attached hereto.

### **Subcontracts and Assignments**

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

### **Indemnification**

To the fullest extent permitted by law, Contractor, shall indemnify and hold harmless the Owner, and the Owner's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the Contractor or its officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

### **Termination**

This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. Owner may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

### **Texas Law**

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

### **Severability**

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

### **Survival**

Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

### **Non-waiver**

Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.



**Acknowledgement – “Boycott Israel”**

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

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Appendix of Bid # 21.25 Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER’s payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

By: Jonathan Locke Digitally signed by Jonathan Locke  
Date: 2021.05.26 14:48:36 -05'00'  
City of Killeen

For Kent Cagle 5/28/21  
Date

City Manager  
Title of Signatory

**CONTRACTOR**

Jeffery L. Reynolds Digitally signed by  
Jeffery L. Reynolds  
Date: 2021.05.20  
14:28:36 -05'00'

Holli Clements Digitally signed  
by Holli Clements  
Date: 2021.05.24  
11:55:53 -05'00'

By: [Signature]  
Lone Star Paving

4-16-21  
Date

Kevin Schneider  
Printed Name of Signatory

Pm/Estimator  
Title of Signatory, Authorized Representative

ATTEST (as applicable)

STATE OF TEXAS  
COUNTY OF BELL

THIS AGREEMENT, made and entered into this 16 day of April, 2021, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." And Lone Star Paving, of the City of Temple, Counties of Bell, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the premises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

**2" Asphalt Overlay** and all work in accordance with the specifications (if applicable) which are incorporated herein by reference and made part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

- 2" Asphalt Overlay     \$ 89.50 per ton
- Traffic Control         \$ 3,000.00 onetime fee (if included listed as 0.00)
- Mobilization           \$ 4,000.00 onetime fee (if included listed as 0.00)

**Per proposal and specification attached**

**Description:**

Asphalt Overlay is a paving method of applying a new layer of asphalt to deteriorating surfaces. This can be used throughout the City of Killeen.

**Equipment**

All equipment, tools, and machines used in the performance of the work shall be always maintained in satisfactory working condition to ensure a high-quality product.

**Construction Methods**

**General.** The CONTRACTOR shall be responsible for the production, transportation, placement, and finishing of the specified services to the requirements of the specification.

**General.** Leakage of fuels, oils, grease, hydraulic or brake fluids or other contaminants onto the prepared surface or newly laid mat will not be allowed.

**Lines.** Care shall be taken to insure straight lines along the curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide good appearance.

**Clean-up.** All areas, such as valley gutters, curb & gutters, and intersections shall have the products removed as specified by the Director of Transportation or designee. The CONTRACTOR shall remove any debris associated with the performance of the work on a daily basis.

## Notification and Traffic Control

**Notification.** All entities affected by the services shall be notified two days in advance of the service occurrence. Should work not occur on the specified day, a notification will be distributed. Deferred work shall be rescheduled as soon as possible after all other pending work that notifications have gone out for is completed. All practical efforts must be made to minimize the amount of work that must be deferred and rescheduled to control citizen inconvenience.

The notification shall be in a form of written posting, stating the time and date that the services will take place and a general description of the process. Notices shall be placed in secure, prominent locations and information shall be written legibly in ink that will not run if the notices get wet.

### Traffic Control.

Suitable methods shall be used by the CONTRACTOR to protect the services completed from all types of vehicular traffic without damage. Opening traffic does not constitute acceptance of the work. The Director of Transportation or designee shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the materials to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted they should be considered as normal characteristics of services and should be accepted.

### Acceptance Plan

All areas meeting the requirements of the specifications will be accepted for payment. Substandard portions of the work, as determined by the Director of Transportation or designee, shall be remedied or removed and replaced to the satisfaction of the Director of Transportation or designee at the expense of the CONTRACTOR. Remedied areas satisfactory to the Director of Transportation or designee will be included in the area accepted for payment.

### Pricing & Term

Any contract resulting from this IITB shall be effective for a two (2) year period upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

**Option Clause:** It is agreed that the City will have the option to extend the contract for up to two (2) additional years, in six (6) month intervals. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

**Escalation Clause:** Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each twelve (12) months of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial twelve (12) months of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

**Independent Contractor**

Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

**Insurance**

Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

**Prevailing Wage Rates**

The Contractor shall pay each employee prevailing wages as set forth in the Davis Bacon Wage Determination attached hereto.

**Subcontracts and Assignments**

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

**Indemnification**

To the fullest extent permitted by law, Contractor, shall indemnify and hold harmless the Owner, and the Owner's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the Contractor or its officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

**Termination**

This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. Owner may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

**Texas Law**

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

**Severability**

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

**Survival**

Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

**Non-waiver**

Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

**Acknowledgement – “Boycott Israel”**

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

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Appendix of Bid # 21.25 Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER’s payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

**OWNER**

By: Jonathan Locke Digitally signed by Jonathan Locke  
Date: 2021.05.28 14:49:41 -0500'

City of Killeen

For Kent Cagle 5/28/21  
Date

City Manager  
Signatory

**CONTRACTOR**

By: Jeffery L. Reynolds Digitally signed by  
Jeffery L. Reynolds  
Date: 2021.05.20  
14:29:01 -0500'

Hollie Clements Digitally signed by  
Hollie Clements  
Date: 2021.05.24  
11:56:21 -0500'

By: [Signature] City of  
Lone Star Paving

4-16-21  
Date

Kevin Schneider Title of  
Printed Name of Signatory

Pm / Estimator  
Title of Signatory, Authorized Representative

ATTEST (as applicable)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
 For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

*Asphalt Inc dba Lone Star Paving*

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_  
 Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

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

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 *Kevin Soler*  
 Signature of vendor doing business with the governmental entity

*4/14/21*  
 Date

Adopted 8/7/2015

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

### Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after hour's emergency opening of the business listed below.

Business Name: Lone Star Paving  
Contract #: 21-25  
Description: Asphalt Overlay & Milling Services  
Primary Contact (Name): Kevin Schneider  
Primary Contact Phone Numbers: Home: 254-420-7900 Cell: same  
Secondary Contact (Name): Kris Bauer  
Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: 512-563-0815  
After Hours emergency opening fee, if applicable: \$ 1500.00

**STATE OF TEXAS**

**COUNTY OF BELL**

**Amendment to Asphalt Overlay Agreement**  
**Agreement Amendment No. 1**

This Amendment No. 1 to the Asphalt Overlay Agreement (the “Amendment No. 1”) shall amend the original Agreement (the “Agreement”) between **Lone Star Paving**, of the City of Temple, Texas (the “Contractor”), and the **City of Killeen, Texas** (the “City”), a home-rule city located in Bell County, Texas, dated April 16, 2021. City and Contractor hereby agree that all terms of the Agreement shall remain in full force and effect, with the exception of the changes made and incorporated in Amendment No. 1 herein.

**2” Asphalt Overlay**

Contractor agrees to provide asphalt overlay services at the fees listed in the Agreement for approximately 11,603 square yards of the Conder Park parking lot located at 810 Conder St., Killeen, Texas 76542.

Contractor acknowledges that services contemplated by this Amendment will be funded through federal awards and grants. As such, Contractor agrees to abide by all applicable contract requirements in Appendix A attached hereto.

IN WITNESS WHEREOF, City and Contractor have executed this Amendment effective as of the date last written below.

**City of Killeen**

\_\_\_\_\_  
Kent Cagle, City Manager

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

**Lone Star Paving**

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

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



STATE OF TEXAS

COUNTY OF BELL

**Amendment to Planing and Texturing Pavement (Milling) Agreement**  
**Agreement Amendment No. 1**

This Amendment No. 1 to the Planing and Texturing Pavement (Milling) Agreement (the “Amendment No. 1”) shall amend the original Agreement (the “Agreement”) between **Lone Star Paving**, of the City of Temple, Texas (the “Contractor”), and the **City of Killeen, Texas** (the “City”), a home-rule city located in Bell County, Texas, dated April 16, 2021. City and Contractor hereby agree that all terms of the Agreement shall remain in full force and effect, with the exception of the changes made and incorporated in Amendment No. 1 herein.

**Planing and Texturing Pavement (Milling)**

Contractor agrees to deliver milling and mobilization services at the fees listed in the Agreement for approximately 11,603 square yards of the Conder Park parking lot located at 810 Conder St., Killeen, Texas 76542.

Contractor acknowledges that services contemplated by this Amendment will be funded through federal awards and grants. As such, Contractor agrees to abide by all applicable contract requirements in Appendix A attached hereto.

IN WITNESS WHEREOF, City and Contractor have executed this Amendment effective as of the date last written below.

**City of Killeen**

\_\_\_\_\_  
Kent Cagle, City Manager

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

**Lone Star Paving**

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

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

**Appendix A**  
**Required Contract Clauses**  
**2 C.F.R. § 200.326 and 2 C.F.R. Part 200**

1. Remedies.

- a. Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A. All remedies are stipulated in the Purchase Order Terms and Conditions.
- b. Applicability: This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants. The Termination for Cause and Convenience is in the City's Purchase Order Terms and Conditions.

3. Equal Employment Opportunity.

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶C.
- b. Key Definitions.
  - (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Applicability. This requirement applies and the clauses incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

c. .During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. As amended (40 U.S.C. 3141-3148). When required by Federal Program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- b. In accordance with the statute, Contractors are required to pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

- c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding- agency.
- d. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to federal awarding agency.

e. Compliance with the Davis-Bacon Act

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

f. Compliance with the Copeland "Anti-Kickback" Act.

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Copeland “Anti-Kickback” Act:

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. All Contractors awarded by the City of Killeen entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶E.
- b. Under 40 U.S.C. § 3702, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. In accordance with 29 C.F.R. § 5.5(b) the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act are hereby incorporated:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any pay of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. If the Federal award and grants meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the City of Killeen or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City hereby incorporates the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the federal awarding agency into the contract. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- b. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the

performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government} will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

- b. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the City of Killeen and understands and agrees that the City of Killeen will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal



assistance provided by the awarding agency.

8. Debarment and Suspension.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants.

- a. (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by

31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form• LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*,

10. Procurement of Recovered Materials.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶7.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- c. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

## 12. Domestic Preferences for Procurements.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- (1) The Contractor agrees to provide the City of Killeen (insert name of state agency or local or Indian tribal government), (insert name of recipient), the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DRS Seal, Logo, and Flags.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific federal awarding agency pre• approval.

15. Compliance with Federal Law, Regulations, and Executive Orders.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. This is an acknowledgement that FEMA financial assistance, CARES Funds, or other federal funds will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

16. No Obligation by Federal Government.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2021-824703

Date Filed:  
 11/17/2021

Date Acknowledged:

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

Lone Star Paving  
 Austin, TX United States

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

City of Killeen

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

00000000  
 Asphalt Paving

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lone Star Paving	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SARAH DUNN-CANTU, and my date of birth is 6/7/97.

My address is 11675 JOLLYVILLE RD, STE. 150 AUSTIN TX 78759 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in WILLIAMSON County, State of TX, on the 17<sup>TH</sup> day of Nov., 2021.  
(month) (year)

Sarah Dunn-Cantu  
 Signature of authorized agent of contracting business entity (Declarant)



# Asphalt Overlay and Milling Services at Conder Park

RS-22-012

January 18, 2022



# Background

- ❑ Recreation Services is planning several site improvements throughout Conder Park as part of recent CDBG and ARPA designations targeting improvements to this park
- ❑ The parking lot area throughout Conder Park has lived its life cycle and is in need of being milled and overlaid
- ❑ The current state of this parking lot is hazardous with many areas difficult to maneuver, which will continue to degrade and become more and more unsafe for both pedestrian and vehicular traffic

# Background

- ❑ Conder Park is the City's first Community Park and the Recreation Services Department has ambitious plans to renovate and re-active this park concept. Replacing the parking areas would play a vital role in our efforts to create and establish Conder Park as once again a destination park as it once was decades ago.

# Background

- ❑ Lone Star Paving was awarded a milling and overlay contract through Bid No. 21-25 for City of Killeen streets
- ❑ Recreation Services has created an Amendment 1 for both Asphalt Overlay and Milling Services, which are attached to the existing contract. This purchase satisfies the competitive bid requirements and conforms to City Policy and all applicable state and local laws
  - ❑ The Conder Park project will see 11,603 Sq yds milled to include 3” Ty. D-HMAC TxDot 340 at 1,914 tons at the unit costs quoted in Bid No. 21-25

# Background

6

- ❑ The financial impact would be \$214,592.90
- ❑ Scheduled for end of January
  - ❑ 3-5 days to complete
- ❑ Life expectancy for this application is (20) years

# Site plan

7



# Alternatives

- The City Council has three (3) alternatives:
  - Option 1 – Decline to approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park as presented; create and advertise an RFP for these services.
  - Option 2 – Decline to approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park. This option will leave the parking lot area that surrounds Conder Park in hazardous shape and furthermore deteriorating condition.
  - Option 3 - Approve amendments to Asphalt Overlay and Milling agreements to include milling and overlay services at Conder Park.

# Recommendation

- ❑ Staff recommends City Council approve amendments to the asphalt overlay and milling agreements with Lone Star Paving for milling and overlay work at Conder Park in the amount of \$214,592.90 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law



# City of Killeen

## Legislation Details

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**File #:** RS-22-013    **Version:** 1    **Name:** Police Records Management System  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/12/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing an Interagency Agreement with multiple agencies for the use of NicheRMS365, a law enforcement records management system, in the amount of \$381,038.25.  
**Sponsors:** Police Department, Information Technology Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Interagency Agreement](#)  
[Addendum](#)  
[Assessment Report](#)  
[Cost Calculations](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022

**TO:** Kent Cagle, City Manager

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

**SUBJECT:** Interagency agreement for the use of NicheRMS365, a law enforcement records management system

### **BACKGROUND AND FINDINGS:**

The Killeen Police Department currently uses the Hexagon I/LEADS Records Management System (RMS). The RMS is over 20 years old, runs on software that contains components that are no longer supported by Microsoft and provides poor functionality to Patrol, the Evidence Section, the Crime Lab and the Traffic Sections.

Replacing the RMS is an immediate and critical need. A new Police Records Management System, Field-Based Reporting, and Jail Management System will provide a consolidated and single-source Police Records System for end-to-end processing, including incidents, arrests, case management, detention/jail, NIBRS reporting and other various components.

The City Information Technology staff along with the Killeen Police Department created a needs analysis, and evaluated software solutions. Evaluations were conducted for the following RMS solutions:

- Tyler Technologies, Inc (New World)
- Motorola (Premier One)
- AXON (Axon Records)
- Central Square (One Solutions)
- Mark 43
- Niche

During the city's evaluation period, several Central Texas police agencies were also evaluating RMS replacements. An interagency solution seemed to be most cost effective and a more feasible direction for Central Texas police agencies. A consortium agency, Central Texas Uniform Reporting Information Network (CENTURION), was developed from these Central Texas police agencies. The CENTURION Consortium created an Interagency Policy Agreement to establish guidelines that were adopted to assist with the functionality of the CENTURION RMS. The Consortium evaluated the same solutions as the City of Killeen staff. As the City of Killeen narrowed the solutions to Mark 43 and Niche, the Consortium did the same. At this point, the City of Killeen joined CENTURION to review and evaluate demonstrations of the Mark 43 and Niche solutions. Both CENTURION and the City of Killeen selected Niche. City of Killeen staff realized the added value of joining the CENTURION Consortium.

The Interagency Policy Agreement designates the RMS to be shared among agencies in an effort to more efficiently obtain, assess and utilize criminal justice information. The agreement names the City of Temple as the host city while Bell County and the City of Killeen are designated as backup sites. This agreement has been reviewed and approved by the Killeen Police Department and should be signed by the Mayor, City Manager and the Chief of Police.

Niche Technology will provide services and software for all development, implementation, training, maintenance, and support related to implementing the Police Department Records Management System. Niche Technology will be available for continuous, on-going maintenance and support.

The RMS replacement is the single largest project the Killeen Police Department has undertaken in several years. Systems may be replaced, business processes will be redesigned, policies and procedures will be updated, and job roles and functions will subsequently change. From people to process, changes need to be carefully managed to ensure Police staff are prepared and possess equipment, information, and skills to successfully perform their job.

The proposed timeline is as follows:

- January 2022 - Temple Police Department begins contract negotiations with NicheRMS
- March 2022 - Temple Police Department completes contract negotiations contract signed between City of Temple and NicheRMS
- March 2022 - April 2023 - Projected timeline
  - The 14 - 18 month timeline
    - Project initiation and planning (45 days)
    - Knowledge transfer and business process analysis (9 months)
    - Application configuration (7 months)
    - Hardware configuration (3.5 months)
    - Cutover preparation (5.5 months)

The one-time license cost is \$355,113.25 and the Backup host cost is \$25,925. With the adoption of the new system, additional procurement will include hardware such as smart phones, in-car printers, fingerprint scanners and network costs. Data conversion and additional data storage will also be necessary for the project.

#### **THE ALTERNATIVES CONSIDERED:**

1. Authorize the Interagency Agreement.
2. Do not authorize the Interagency Agreement.

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

Alternative one is recommended, allowing the execution of the interagency policy agreement with the City of Temple and authorize the purchase of a coordinated law enforcement records management system.

**CONFORMITY TO CITY POLICY:**

The City's Purchasing Manual recognizes the City Council's ability to approve interagency agreements authorized by the Texas Government Code, Chapter 791 Interlocal Cooperation Contracts

**FINANCIAL IMPACT:**

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

The estimated cost for FY22 for this records management system is \$381,038.25. Annual maintenance costs for FY23 - FY32 will be \$96,947.65.

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

This is a one-time expenditure for the system with a recurring annual expenditure for maintenance.

**Is this expenditure budgeted?**

Funds are available in the Governmental CIP account 349-8927-493.61-40.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council approve the interagency agreement with multiple agencies, including the City of Temple as the lead agency, in the amount of \$381,038.25 and that the City Manager, or designee, to execute any and all change orders within amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Police  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Interagency Agreement  
Addendum  
Assessment Report  
Cost Calculations

# **Interagency Policy Agreement**

## **CENTURION**

Central Texas Uniform Reporting  
Information Operating Network

-NicheRMS365-

Table of Contents  
CENTURION Consortium

- 1.0 Interagency Participation
- 2.0 Scope
- 3.0 Definitions
- 4.0 Centurion Roles
- 5.0 Host Agency Requirements
- 6.0 Centurion Agency Requirements
- 7.0 Centurion Governance
- 8.0 Centurion Operations
- 9.0 Centurion Financial Section
- Signature Agreement

**Bell County PARTICIPANTS**

**Bell County Sheriff Office**

Sheriff Eddy Lange  
104 S. Main St.  
Belton, TX 76513

**Bell County Constable Precinct 1**

Pat A. Duffield  
1201 Huey Road  
Belton, TX 76513

**Bell County Constable Precinct 2**

Rolly Correa  
601 N. Main Street  
Salado, TX 76571

**Bell County Constable Precinct 3**

Devin Rosenthal  
205 E. Central Avenue  
Temple, TX 76501

**Bell County Constable Precinct 4**

Martha Dominguez  
301 Priest Drive  
Killeen, TX 76541

**Belton Police Department**

Chief Gene Ellis  
711 East 2<sup>nd</sup> Ave  
Belton, TX 76513

**Copperas Cove Police Department**

Chief Eddie Wilson  
302 East Avenue E  
Copperas Cove, TX 76522

**Harker Heights Police Department**

Chief Phil Gadd  
402 Indian Trail  
Harker Heights, TX 76548

**Killeen Police Department**

Chief Charles Kimble  
3304 Community Blvd  
Killeen, TX 76542

**Killeen ISD  
Police Department**

Chief Ralph Disher  
4100 Zephyr Rd.  
Killeen, TX 76543

**Nolanville Police Department**

Chief Michael Hatton  
101 N. 5<sup>th</sup> St  
Nolanville, TX 76559

**Morgans Point Resort  
Police Department**

Chief Charles Cline  
6 Lake Forest Drive  
Morgan's Point Resort, TX 76513

**Salado Police Department**

Chief Pat Boone  
300 N. Church St.  
Salado, TX 76571

**Temple Police Department**

Chief Shawn Reynolds  
209 East Ave A  
Temple, TX 76501

**Texas A&M University  
Central Texas**

**Police Department  
Chief**  
1001 Leadership Pl  
Killeen, TX 76549

**Troy Police Department**

Chief Suzanne Martin

111 Cypress Street

Troy, TX 76579

## **1.0 INTERAGENCY PARTICIPATION**

**This Agreement is entered into pursuant to Texas Government Code 791, the Texas Interlocal Cooperation Act, for furtherance of governmental functions and services, more specifically to further the efficacy of providing police protection and detention services, protecting the public health and welfare, providing records center services and administrative services, and further providing other governmental functions in which the contracting parties are mutually interested. Each Party to this Agreement represents that its participation in this contract has been authorized by the its governing body as required by Sec. 791.011(d)(1), Texas Government Code, and agrees and represents that all payments required to be made in furtherance of the governmental services provided under this Agreement will be paid from current revenues available to the paying Party, as required by Sec. 791.011(d)(3), Texas Government Code.**

## **2.0 CENTURION SCOPE**

The **CENTURION Consortium** is dedicated to providing all members with a records management system (RMS), associated services, and records data that can be shared with partner agencies in an effort to more efficiently obtain, assess, and utilize criminal information. The consortium will also facilitate the sharing of responsibilities and expenses related to design, creation, hosting, maintenance, and management of this RMS. This Interagency Policy Agreement will be utilized to set forth guidelines that the Consortium will adopt to assist with the functionality of the **CENTURION RMS** to include current members, future members, and potential future *Inter-NICHE* members.

The **City of Temple Police Department** will host the CENTURION Consortium. It is expected that all members will provide integral assistance as needed to assist with the functionality of the RMS throughout the consortium.

## **3.0 DEFINITIONS**

***Agency Executives*** – Agency representative at the executive level.

***Agency CENTURION RMS Administrator*** - The representative from each agency responsible for the day-to-day configuration and maintenance for that agency's CENTURION RMS Domain, end-user hardware and software, and their connection to the CENTURION RMS. This role will have oversight of that agency's RMS needs and represent the agency within the Consortium.

***CENTURION AGENCY*** - Consortium agency member that is not the host. The agency will have its own Centurion RMS domain as defined by NICHE.

***CENTURION*** – Central Texas Uniform Reporting Information Operating Network

***CENTURION Consortium*** – Central Texas Uniform Reporting Information Operating Network. Official group name for the consortium.



***Consortium Equipment*** - Hardware and other equipment utilized solely for the purpose of maintaining the CENTURION RMS including but not limited to sharing, security, accessibility, use, and dissemination of criminal records and information.

***CENTURION Executive Council*** – Reviews and approves RMS upgrades, fee changes, significant NUG recommendations, and any change to this Agreement. Voting members of the Council include: one member from each active member Police Department, political jurisdiction, or institute of higher education, the Host Agency Executive, and the Host Agency Chief Information Officer.

***Consortium Software*** - Any computer program licensed to the **City of Temple** by NICHE Technology.

***Domain*** – Represents a logical layer of the CENTURION RMS that is specific to an Agency.

***Financial & Inventory Representative*** -City of Temple Police Department fiscal agent that assists the CENTURION Program Manager with information pertaining to potential/future technology purchases related to the RMS.

***Host Agency*** – City of Temple Police Department

***Host Agency Executives*** – Chief of Temple Police Department and City of Temple Chief Information Officer. Both are voting members of the CENTURION Executive Council.

***Inactive Member of the Consortium*** - A CENTURION Agency that has withdrawn or given notice to withdraw from the Consortium. This agency will no longer have voting rights or participate in the CENTURION groups, but will continue to pay the associated fees until such time as they are no longer using the CENTURION RMS. An Inactive Member can only become an active member with the approval of the Host Agency Executives.

***Inter-NICHE*** – NICHE RMS to NICHE RMS integration

***NICHE Project Manager*** - NICHE’s assigned project manager that will assist the CENTURION Consortium for the life of the Consortium Software.

***Tier 1*** – Consortium member agencies

***Tier 2*** - District & County Attorney’s Office users

***Appendix A*** – CENTURION RMS Agency Cost Model Worksheet.

***Appendix B*** – CENTURION Service Level Agreement. This document combines both NICHE software support service levels with the **City of Temple** service levels into a single document to support the *CENTURION Consortium*.

***Appendix C*** – NICHE developed and/or approved interfaces.

## **4.0 CENTURION ROLES**

### **Agency Executives**

Agency Executives include: the Agency Chief and/or designee; Sheriff and/or designee; Constable and/or designee; County Attorney and/or designee; and District Attorney and/or designee for so long as their respective agency remains an active member of the Consortium.

The Agency Executives will function as a review group for significant recommendations from the CENTURION Niche User Group (NUG) which have a potential significant impact within their agency. The Agency Executives should correspond with their agency representative within the CENTURION NUG to keep their agency informed of potential recommendations and/or changes proposed by the CENTURION NUG.

It is the expectation that the Agency Executives will express their approval or objections to potential recommended change(s) to the CENTURION RMS. Agency Executives will be provided the opportunity for input regarding significant Centurion RMS issues.

### **Agency CENTURION RMS Administrators**

Each agency's CENTURION RMS Administrator and/or designees will attend NICHE technology training as provided by the Host Agency. Agency CENTURION RMS Administrators will receive training as it relates to the technological aspects of the NICHE product. It is the expectation of the Consortium that the Agency CENTURION RMS Administrators will then train their respective agency's IT staff related to NICHE technology. If additional technology training is necessary, the Host Agency can provide technology training as resources are available.

### **Agency Records Custodian Representative**

Each agency's Records Custodian Representative and/or designee that is the agency's official custodian of Criminal Justice Records will attend the NICHE user training provided by the Host Agency to receive training as it relates to the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train their respective agency's civilian and sworn staff related to their NICHE records user group.

### **Change Advisory Board – (CAB)**

The Host Agency will manage a Change Advisory Board ("CAB") with one representative from each CENTURION Agency. This representative may or may not be part of the CENTURION NUG. The purpose of the CAB is to approve formally requested changes recommended in the CENTURION RMS production environment.

### **Host Agency Chief of Police**

The Temple Chief of Police acts as chairperson of the CENTURION Executive Council and will provide Executive direction of the CENTURION Consortium as it relates to any Police Department operations, terms, workflow, Police Department personnel assignments, and evaluation of all recommendations from the Host Agency CIO.

### **Host Agency Chief Information Officer (CIO)**

The City of Temple Information Technology CIO is part of the CENTURION Executive Council to provide executive technology direction. In addition, this position oversees all technology operations, and technology staffing of the CENTURION Consortium and will assess the recommendations of the CENTURION NUG. The Temple IT CIO will advise the Temple Chief of Police of any recommendation(s) and will provide direction as to the impact of the recommendation(s) as it relates to the CENTURION RMS.

### **Host Agency RMS Administrator**

A civilian or sworn staff member that specifically represents their respective agency's Records and/or Property Division. The Temple PD RMS Administrator will assess all technical/other recommendations of the CENTURION NUG as it relates to the recommendations' effect on agency personnel and will assist the CENTURION Program Manager in leading and facilitating all NUG meetings. The Temple PD RMS Administrator will provide an assessment to the Temple Chief of Police as to the potential impact of the CENTURION NUG recommendation as it relates to NICHE RMS users.

### **CENTURION RMS Solution Specialist**

This individual will be provided by the Host Agency and will be a technologist that will be a Subject Matter Expert (SME) in the NICHE RMS software and Consortium hardware. The CENTURION RMS Solution Specialist will be dedicated to providing technology services and system expertise related to the CENTURION RMS. They will work directly with the CENTURION Program Manager and all Host Agency technology resources.

The Centurion RMS Solution Specialist will be accountable for the overall CENTURION RMS configuration, maintenance, security, interfaces, and support. In addition, they will ensure continuous operations of the CENTURION RMS. The CENTURION RMS Solution Specialist will develop protocols that will ensure that a standardized consistent workflow will take place to facilitate the ease of the CENTURION RMS by all Consortium members.

### **Host Agency CENTURION Program Manager**

The CENTURION Program Manager will be an IT Project Manager that is appointed by the City of Temple's CIO. The Program Manager, along with the Host Agency RMS Administrator, will manage all aspects of the CENTURION Consortium including leading and facilitation of the CENTURION NUG. The CENTURION Program Manager will provide a line of communication between all CENTURION Consortium members and is responsible for collaborating and cooperating with all members to ensure the efficient and effective operation of the CENTURION Consortium. The CENTURION Program Manager will also be one of the representatives for the CENTURION Consortium in the North American NUG as well as the International NUGs. The CENTURION Program Manager will report to the Temple CIO and coordinate with the CENTURION RMS Solutions Specialist. For the purpose of reviewing and evaluating the functionality of the CENTURION RMS, the CENTURION Program Manager

will schedule regular meeting dates and times that are mutually agreed upon with CENTURION Consortium members.

The CENTURION Program Manager will coordinate training for all members in accordance with NICHE functionality and security procedures. The CENTURION Program Manager may create any advisory or support groups required to better assist the functionality of the CENTURION RMS.

### **Host Agency Records Custodian Representative**

The Host Agency Records Custodian Representative and/or designee is the Host Agency's official custodian of Criminal Justice Records. This individual will attend NICHE user training for the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train each agency's civilian staff regarding their respective NICHE records user group.

### **Financial & Inventory Representative**

The Financial & Inventory Representative will assist the CENTURION Program Manager to provide information pertaining to potential/future technology purchases related to the CENTURION RMS. This individual will keep a record of all current inventories associated with the CENTURION RMS to include warranties, specifications, assets, licenses, and descriptive purpose. This individual will maintain equipment replacement schedules including those related to hardware, software, and any other items necessary for the operation of the CENTURION Consortium. This representative will be responsible for the payment of all reasonable and necessary CENTURION RMS billing approved by the CENTURION Consortium, to include vendor payment related to the CENTURION Consortium.

The Financial & Inventory Representative will provide an annual expenditure report to the CENTURION Executive Council on or before March 1<sup>st</sup> of each year. The financial report will include all revenues and expenses/costs associated with the operation of the CENTURION Consortium. In addition, they will provide accounting documents each month to the CENTURION Program Manager which will include at minimum a list of expenditures, assets, and invoices paid. All unused funds will be rolled over to maintain fiscal responsibility within the CENTURION Consortium.

### **CENTURION NUG Agency Representatives**

Each CENTURION Agency will have at most two representatives, *i.e.*, Agency Records Custodian Representative and/or Agency CENTURION RMS Administrators, within the CENTURION NUG. The CENTURION NUG will include the following representatives from the Host Agency: CENTURION Program Manager, CENTURION RMS Solution Specialist, Financial & Inventory Representative, and Host Agency RMS Administrator.

This working group will meet on dates and times that are set forth by the CENTURION Program Manager. It is the expectation that each agency representative keeps their agency's executive staff

current on subject matter addressed by the CENTURION NUG. In addition, minutes of the meetings will be distributed to the CENTURION Executive Council.

All CENTURION Consortium members can attend at their own expense the annual NICHE NUG or annual United States NICHE NUG.

### **CENTURION Executive Council**

The CENTURION Executive Council includes the following voting members: Police Chiefs from Belton, Copperas Cove, Harker Heights, Killeen, Killeen ISD, Nolanville, Morgan’s Point, Salado, Temple, Texas A&M University – Central Texas, and Troy; one Executive representing Bell county Member Agencies, and the Host Agency Chief Information Officer.

Tier 2 Executive members may serve as non-voting members of the Executive Council.

The Executive Council reviews and approves all annual RMS upgrades and associated Hosting Fee adjustments, any CENTURION NUG recommendations that will have a potential significant impact on the CENTURION RMS, and amendments to this Agreement.

*(See the CENTURION Governance Section)*

## **5.0 HOST AGENCY REQUIREMENTS**

### **Staffing**

Host Agency Executives will designate the CENTURION Host Agency team members, including but not limited to, CENTURION RMS Solution Specialist, CENTURION Program Manager, CENTURION Host RMS Administrator, and Financial/Inventory Representative. Any members of the CENTURION Consortium who are RMS Subject Matter Experts (SME’s) may assist with the development, build, implementation and/or testing of the CENTURION RMS.

### **Training**

The Host Agency will facilitate one-time initial “train the trainer” sessions, conducted by NICHE, available for all agencies within the consortium to attend at no cost. Individual agencies will determine which staff should be represented at this training. These selected representatives that attend this train-the-trainer session will be responsible for training their respective agencies. Any additional training from NICHE will be at the expense of the CENTURION Agency, unless provided by the Host Agency.

Training materials will be provided to member agencies with authorization to copy and distribute materials to members agency’s staff.

## **Technology Services**

Understanding that some agencies within the Consortium have limited technology services, the Host Agency or another CENTURION Agency may assist at no charge beyond the included CENTURION Operational Support as defined in this agreement.

NICHE allows the sharing of all the interfaces developed and/or approved by NICHE. A list of those interfaces will be made available to all member agencies (*See Appendix D*). These interfaces allow CENTURION Agencies to connect directly to the CENTURION RMS, however they will still require testing and approval by the Host Agency. (*See CENTURION Operational Section*).

Any CENTURION Agency “infrastructure needs” that require the purchase of additional hardware, non-NICHE developed software, or non-NICHE developed interfaces, will be the financial responsibility of the requesting CENTURION Agency. Members of the CENTURION Consortium may assist with the installation and/or testing of these products as long as they are utilized for the CENTURION RMS.

## **Security & CJIS Compliance**

The Host Agency will ensure that the CENTURION RMS environment and all connected devices are CJIS compliant. (*See CENTURION Operations Section for additional items related to Security.*)

## **Hardware/Infrastructure**

The Host Agency will provide all infrastructure in the data centers consisting of CENTURION Software and CENTURION Hardware. This does not include any data connections for specific CENTURION Agencies to connect to the CENTURION RMS environment. The Host Agency will implement “best practices” to sustain performance related to the NICHE environment which will include limiting large data uploads to the database.

No video attachments are allowed in the Centurion RMS. All videos will be linked to their current body worn camera and in-car video management systems (Axon, WatchGuard, Coban, etc.). Photos may be attached but must be limited to no larger than 5 MB in size and no more than 600X600 resolution.

## **6.0 CENTURION AGENCY REQUIREMENTS**

Each participating agency within the CENTURION *Consortium* will utilize a domain structure that is built into the CENTURION RMS solution. Each CENTURION Agency will need to ensure that their infrastructure meets the minimum standards set forth by the Host Agency.

### **Hardware/Infrastructure**

CENTURION Agencies are responsible for maintaining all the recommended hardware and infrastructure related to any devices operating the CENTURION RMS. In addition, all CENTURION Agencies are responsible for the installation, monitoring, and maintenance of their connections to the CENTURION RMS, *i.e.*, VPN, Internet, fiber, and/or Cellular. The Host Agency may review your hardware to ensure it meets minimum specifications. Both the connectivity and hardware can have an impact on overall CENTURION Agency performance when operating the CENTURION RMS.

### **Security & CJIS Compliance**

The CENTURION Agency will ensure that all their connected devices and environments to the CENTURION RMS environment are CJIS compliant. See CENTURION OPERATIONS Section for additional items related to security. The Host Agency may request the CENTURION AGENCY provide record of its CJIS compliance.

### **Representation**

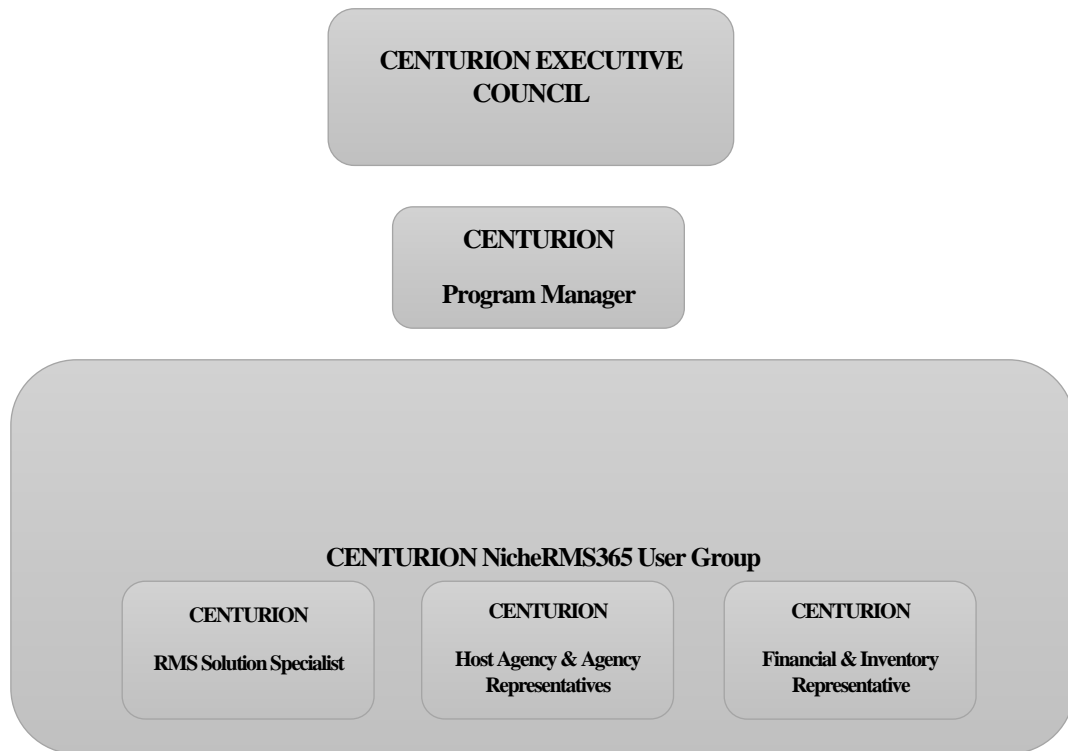
All CENTURION Agencies are responsible for assigning representatives to ensure proper representation for their agency and for their jurisdiction's best interest. Representatives should include individuals appropriate to meet the roles and responsibilities established within this document. (*See CENTURION Roles Section*)

Representatives from each CENTURION AGENCY are critical to the success of the CENTURION Consortium, therefore, active participation is required. If a CENTURION agency is not represented at the majority of the meetings held in any given 12-month period, the agency will be notified of this deficiency by the Host Agency and may become an "Inactive" member.

## 7.0 CENTURION GOVERNANCE

The CENTURION Governance structure provides the structure within which the CENTURION Consortium agrees to govern and operate, in accordance with terms and conditions set forth in this interagency agreement and with the intent to provide oversight to the CENTURION RMS solution and associated services. The focus of the CENTURION governance structure is to ensure the integrity of the CENTURION RMS program. The CENTURION governance will provide guidance to the following areas: CENTURION RMS Roles, CENTURION RMS Financials, CENTURION RMS Operations, CENTURION RMS Membership, and enforcement of this Agreement.

### CENTURION GOVERNANCE STRUCTURE



### Principal Meeting Location

The principal meeting location for the CENTURION Executive Council and NUG will be the Temple Police Headquarters, 209 East Avenue A, Temple, Texas, on designated dates and times that the CENTURION Consortium agrees upon. Alternative meeting locations may be identified in advance as needed.



## **CENTURION NICHE User Group (CENTURION NUG)**

To maintain a foundation for the CENTURION Consortium, a user group will be established that will be utilized to further the goals of the Consortium as well as establishing a forum to address the needs and recommendations of the CENTURION Consortium.

The CENTURION NUG will include the following roles: CENTURION Program Manager, CENTURION RMS Solution Specialist, Financial and Inventory Representative, and Host Agency and Agency Representatives. Additional resources from either the Host Agency or CENTURION Agency may participate as needed based upon the agenda items. If an Agency does not have the IT structure in place to customize their CENTURION RMS Domain, a request will be made through the CENTURION NUG for approval and implementation by the Host Agency, if approved.

The primary function of the CENTURION NUG will be to assess the development and maintenance of the CENTURION RMS as it relates to technology and user (officer/civilian staff) issues/recommendations to enhance the future needs and sustainability of the CENTURION RMS. The CENTURION NUG will conduct regularly scheduled NUG meetings.

Attendance of at least 51% of the CENTURION NUG membership is required to have a Quorum. All CENTURION NUG recommendations must meet majority approval of the members present prior to moving forward.

Minutes of all NUG meetings will be taken and maintained by the CENTURION Program Manager or designee. All recommendations, votes, and meeting minutes will be made available to all CENTURION Consortium members. All approved recommendations that have potential significant impact on the CENTURION RMS will be escalated to the CENTURION Executive Council for review and approval.

## **Amendments to Interagency Policy Agreement**

This Agreement may be amended only by a unanimous vote of the CENTURION Executive Council. Any proposed amendment shall be formally directed to the Executive Council. The Executive Council shall then review the proposed amendment, hold a vote and, if the vote is unanimously in favor of the proposed amendment, will forward the proposed amendment with its own recommendation to the governing body of each Member Agency. The proposed amendment must be approved by the governing body of each Member Agency to be effective.

## **Agreement Termination**

CENTURION Agencies in Tier 1 are required to pay an annual Maintenance Fee which is twenty percent (20%) of the total initial Software License Fee of \$1340.05 per sworn user, or \$268.01 annually per sworn user. In the event a Tier 1 Agency terminates their membership or becomes an Inactive Member before the end of the year, the agency will forfeit any unused portion of the annual Maintenance Fee paid for that year. (*See Centurion Financial Section*)

The Host Agency will provide “best effort” in data extraction related to the terminated CENTURION Agency’s domain based upon a reasonable timeframe and available staff resources.

### **Executive Voting and Quorum**

A CENTURION Executive Council will be established with each Tier 1 Executive member entitled to one (1) vote except that no single political jurisdiction or institute of higher education shall have more than one voting member, with the exception that the Host Agency’s CIO will also be a voting member of the Executive Council. Tier 2 Executive members may serve as non-voting members of the Executive Council.

The attendance of at least 51% of CENTURION Executive Council voting members is required to have a Quorum. All matters that are urgent in which a Quorum cannot be established will be handled by the Host Agency and brought to the CENTURION Executive Council at their next meeting with a Quorum. In the voting procedure, the majority vote of voting members present will carry.

The Host and Member Agencies are bound to the financial obligations expressly contained in this Agreement.

The CENTURION Executive Council does not vote on all customizations that are Agency specific unless it is determined that it could potentially impact the CENTURION RMS operations or integrity. If so, it will be escalated to the CENTURION NUG and/or CENTURION Executive Council to be addressed.

## **8.0 CENTURION OPERATIONS**

All CENTURION Consortium members will utilize a shared environment containing CJIS Records with the Host Agency providing the infrastructure and day-to-day operations of the environment. The CENTURION RMS information may be shared/disseminated amongst all CENTURION Consortium members. All CENTURION RMS records will be maintained, vetted, and secured by the Host Agency. Individual agencies within the CENTURION Consortium will retain ownership of their own records and have access to shared records.

### **Incident Management**

All Host Agency issues will be recorded via the Host Agency IT ticketing system. CENTURION Agency specific issues will only be recorded if they are escalated to the Host Agency. Any issues discovered by a CENTURION Agency will be directed to that Agency’s CENTURION RMS Administrator to be resolved. If the issue cannot be resolved, a ticket will be submitted to the Host Agency for investigation and resolution. The Host Agency will follow all current procedures for critical tickets including communications utilizing the Problem Incident Report (PIR) guidelines. (*See Appendix C: Service Level Agreement (SLA) for timing related to issues submitted.*)

## **Service Level Agreement (SLA)**

The Host Agency will utilize their currently established SLA and NICHE's contracted SLA. The Host Agency's SLA is subject to change and any relevant updates that occur will be provided to all CENTURION Consortium members reflecting those changes. *(See Appendix C)* The Host Agency may monitor all connections to the CENTURION RMS environment to ensure operational performance and aid in troubleshooting in the event of an incident.

## **Data Exchange/Sharing**

All CENTURION Consortium members agree to exchange data within the CENTURION RMS and understand that sharing this data does not constitute ownership, but is shared, in an effort to provide associated services for their agency.

## **Data Interfaces & Maintenance**

CENTURION Agencies are responsible for providing the Host Agency verification of testing, accuracy, and schedules associated with implementation. The Host Agency will validate all data interfaces and schedule implementation based upon availability of resources. The Host Agency will monitor all data feeds for erroneous data and may reject or disconnect any data feeds that are not meeting the quality of standard for the Host Agency. CENTURION Agencies are required to perform regular maintenance, including all testing for upgrades and patches to ensure accuracy of data imports. Any suspicious data feeds/integrations may be terminated without notice to ensure the integrity of the CENTURION RMS for the Consortium.

It is the expectation that CENTURION Agencies will provide a good faith effort to deliver customized programming assistance to those agencies lacking IT structure. All customized programming integrations with the CENTURION RMS will be required to be tested by the Host Agency and/or documentation provided to sufficiently meet the Host Agency IT and Change Advisory Board (CAB) approval prior to implementation.

## **Data Backup and Recovery**

The Host Agency will provide regular database backup of the CENTURION RMS based upon their current guidelines. The Host Agency will backup Centurion RMS (NICHE) database and application servers online for six months and will be replicated to the Host Agency's backup storage area network at the City of Temple's EOC facility. The Host Agency will also perform active monthly and yearly full backups; monthly where Veeam backup & Replication saves these backups to the long-term backup repository at the City of Temple's EOC. These backups will be used for major disasters requiring full recovery, and not for individual records or partial recovery. The Host Agency does not have the resources to provide individual agency data feeds or replicated data specific to any Centurion Agency. Doing so would be at the Host Agency's discretion.

## **High Availability and Disaster Recovery**

The Host Agency will provide an environment with high availability for the CENTURION RMS infrastructure. In addition, two secondary sites will be established and maintained as a fail over in the event the primary site is unavailable for an unacceptable period of time as determined by the Host Agency. The two secondary sites will be located at the City of Killeen and Bell County Information Technology Data Centers.

The Host Agency will be using the Veeam Orchestrator solution. The solution ensures IT service continuity and minimizes service disruption through automated failover and failback multi-site disaster recovery plans for planned migrations, disaster avoidance, and disaster recovery. This will automate the fail-over to either the City of Killen or Bell County Information Technology Data Centers. The Host Agency will be responsible for failing over unless there is a catastrophic outage, at which time, the Host Agency may call member agencies IT on-call personnel. The Disaster Recovery site is not expected to have the same level of performance as the primary site.

## **Scheduled CENTURION RMS Maintenance**

The Host Agency will provide up to one upgrade per year, at their discretion and approval from the CENTURION Executive Council and Change Advisory Board (CAB). The Host Agency will apply patches during the scheduled maintenance window as approved by the CAB with advance notification to all Agencies. The CENTURION RMS standard maintenance window is the **first Sunday of the month from 2 a.m. to 5 a.m.** The Host Agency may extend or change the maintenance window by presenting this change to the CAB. Both upgrades and patches may require client software to be upgraded. It will be the responsibility of each Agency to complete these Agency client specific upgrades. The Host Agency will make NO CENTURION RMS CHANGES without approval of the CAB. All environmental changes will be reviewed by the Host Agency to determine if they need to engage the CENTURION CAB. All CENTURION Agencies are responsible for conducting testing of their CENTURION RMS domain prior to the changes approved by the CAB.

## **CENTURION RMS User Access Maintenance**

Each CENTURION AGENCY is responsible for maintaining their terminated and new hire users utilizing their CENTURION RMS domain administrator account access. The Host Agency will conduct an annual audit of all CENTURION RMS user accounts to ensure both financial licensing and user access is up to date. (*See CENTURION Financial Section* for additional information.)

## **CENTURION RMS Agency Specific Configuration**

Each CENTURION Agency will have one CENTURION RMS domain administrator account to manage their CENTURION RMS agency domain. The CENTURION RMS agency specific domain administrator can make configuration changes to their CENTURION RMS to meet their agency specific needs. The Host Agency provided a list of agency specific customization vs Host Agency customizations. (*See Appendix A*) In the event a customization is not available, a recommendation can be made to the CENTURION NUG for review.

## ***CENTURION RMS Infrastructure Security***

The Host Agency will manage all infrastructure security related to the CENTURION RMS infrastructure. CENTURION Agency staff will only have access to the CENTURION RMS solution, no further access will be granted. The Host Agency will notify all *CENTURION* Executives of issues that require escalation. In the event of a CENTURION Agency security issue, the Agency identifying the issue must notify the Host Agency within four (4) hours to determine what action, if any, is necessary to ensure the security of the CENTURION RMS environment. This action may include temporarily disconnecting the CENTURION Agency with the security issue until it is resolved. The Host Agency will determine if a notification is necessary for the all CENTURION Agencies.

## **Change Advisory Board – (CAB)**

The Host Agency will manage a Change Advisory Board (“CAB”) with one representative from each CENTURION Agency. This representative may or may not be part of the CENTURION NUG. The purpose of the CAB is to approve formally requested changes recommended in the CENTURION RMS production environment. Each CAB representative will receive one vote and must be present to vote, so that they can ask/answer questions related to the change request. All requests and approvals will be recorded, as well as each vote. The change request records will be made available to the entire CENTURION Consortium membership for review. In addition, all changes must be submitted at least 24 hours in advance of the CAB meeting and must include at a minimum a brief description of the change, business impact, and rollback plan. Any approved changes will follow the Host Agency’s procedures for communication with the completion of a Service Outage Request (SOR) notification.

## **Records Custodian- Public Information Act**

Each Agency’s Records Custodian Representative will adhere to all CENTURION RMS standards as indicated within CJIS criteria as well as the Texas Public Information Act.

The data contained in the CENTURION RMS is of a highly sensitive nature, protected by laws, regulations, and policies from many forms of disclosure, and owned by each contributing CENTURION Agency. Access to and use of the CENTURION RMS and the data therein carries with it a significant burden of responsibility for each user and CENTURION Agency.

Data contributed to the CENTURION RMS is exposed to and viewable by the CENTURION Agencies unless the owner takes the necessary steps to hide the data through the setting of access control lists. CENTURION Agencies understand that their data is intended to be shared and that the sharing of data is fundamental to the purposes of a Consortium Records Management System and is the basis for the system’s power as a tool to make our communities safer and more secure.

Since CENTURION RMS involves the shared storage of data and the shared access to data of CENTURION Agencies, it is agreed that the data remains the property of the CENTURION Agency that created or granted access to the data. CENTURION Agencies further

acknowledge and agree that the data available through the shared service shall be used solely for valid law enforcement purposes, and shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties.

Each CENTURION Agency is responsible for responding to Public Information Act requests under **Chapter 552, Texas Government Code**, relating to data owned by its own CENTURION Agency which is contained in the CENTURION RMS. If a request is made to a CENTURION Agency for access to or release of data owned by another CENTURION Agency, the CENTURION Agency receiving the request shall direct the requestor to the correct CENTURION Agency.

### **Additional Services**

Additional services can be arranged as needed by any *CENTURION* Agency with any other member. These arrangements are not part of this Agreement, however, all terms and conditions of this Agreement remain in effect and enforced.

## **9.0 CENTURION FINANCIAL SECTION**

All agencies participating within the CENTURION Consortium will agree to fulfill all financial obligations related to the administration and operation of the CENTURION RMS. (See Appendix B) Maintenance costs will be allocated to each agency as a percentage of sworn users for that agency. An administration hosting fee will be assessed at a fixed rate per user to assist with IT operating costs for the Host Agency. All fees (annual maintenance and host fees) will be made payable to the City of Temple no later than **December 1<sup>st</sup>** of each year. Any CENTURION Agency that fails to pay for their maintenance and/or hosting fee may be deemed an “Inactive” CENTURION Agency until such time as payments are received.

There will be an annual “true up” of each CENTURION Agency’s user numbers by the Host Agency between July-September of each year. CENTURION Agencies will be required to provide accurate sworn and civilian employee numbers at that time for the following year. Those adjusted user numbers will be applied for the invoicing in the following year, unless there is a significant agency user count change during the year that increases the Host Agency’s costs. If this occurs, that CENTURION Agency may be required to pay those additional maintenance and hosting fee costs at the time of that change.

### **Initial Software Usage Fee (License Fee)**

This Initial Software Usage (License) Fee applies to Tier 1 agencies only. The initial License Fee is \$1340.05 per sworn user. Member agencies will remit payment to the Host Agency based on the contractual milestone or timeline agreement outlined in the contract between the City of Temple and NicheRMS.

### **Addition or Removal of Sworn Users**

Should an agency add or remove sworn users from their RMS “roster”, the Agency’s reestablished number of sworn users will be eligible for an adjusted percentage of costs allocated to the maintenance fee. If an Agency terminates their membership with the CENTURION Consortium, any and all financial commitments up to the time of their termination will be non-refundable, as the scheduled financial responsibility of that Agency has already been distributed for vendor payment, which is a crucial factor for the successful operation of the CENTURION Consortium.

All additional sworn users added by an agency will require the agency to pay for a full cost license, hosting fee, and will increase their annual maintenance fee accordingly.

### **Addition or Removal of Civilian User**

Should an agency add or remove civilian users from their CENTURION RMS “roster”, the agency’s reestablished number of civilian users will be eligible for an adjusted (reduction or increase) cost related to the Host Agency hosting fee after the annual “true up”. If an Agency terminates their membership with the CENTURION Consortium, any and all financial commitments up to the time of their termination will be non-refundable.

### **Annual Software Maintenance Fee**

This fee applies to Tier 1 agencies at a rate of 20% of the license fee (\$1340.05) or \$268.01 per sworn officer annually based upon the allocated number of sworn officer licenses. Any licenses purchased above the original allocated number will increase the annual software maintenance fee at a rate of 20% of the license fee (\$1,340.05) or \$268.01 per sworn officer.

5-Year Lock: The Annual Software Maintenance Fee will be locked for five years at a rate of 20% of the license fee. The 5-year lock will commence at the point at which maintenance fees are due, following completion of the implementation and warranty or “go live” phases and will continue for five (5) consecutive years thereafter.

Rate Increases: At the conclusion of the 5-year lock period, the CENTURION Consortium is aware that the rate may increase due to inflation. CENTURION Software Maintenance Fee adjustments will be based on an evaluation of the rate of inflation as reflected by the Consumer Price Index.

Notice: The Host Agency will provide written notice of a rate increase to member agencies no later than February 1<sup>st</sup> of the year in which the increase will take effect on or after October 1 of the same year.

### **Annual Hosting Fee**

The Hosting Fee is assessed to assist in offsetting the technology infrastructure and support costs for the Host Agency. This fee applies to Tier 1 agencies at a rate of \$85 per user (sworn & non-sworn) in the CENTURION NICHE Solution. Increases to this fee will be limited to no more than 5%

annually for the first 2 years. The fee will be reviewed every two (2) years. Interim reviews may be triggered by unusual events, such as the exit of a large agency from the Centurion Consortium.

The annual Hosting Fee includes computer, storage, and disaster recovery. All additional users added by an agency will require the agency to pay the additional Hosting Fee for the added user.

### **Optional Fees**

Fees for data conversion, integration, or training beyond what is already mentioned in this Agreement are not included in any of the costs. Each agency is responsible for addressing fees for these additional services, if necessary. Optional fees depending on the agency's preference may include the following:

Optional NICHE Provided Training Fees	\$1,800 per day <i>(plus T&amp;E)</i>
Optional NICHE Provided Data Conversions	\$1,800 per day <i>(plus T&amp;E)</i>
Optional NEW NICHE Built Custom Interfaces	\$1,800 per day

*NOTE: All existing NICHE interfaces are at no cost*

### **Annual Fee Reporting & Adjustments**

The Host Agency will provide an annual report to the CENTURION Executive Council on the CENTURION RMS fees paid and expenses incurred by the HOST AGENCY related to the CENTURION RMS. During the annual review, should the CENTURION RMS Hosting Fees not align with services provided, or should unforeseen expenses arise that are required to sustain the CENTURION RMS, a recommendation from the Host Agency will be reviewed by the CENTURION Executive Council. All CENTURION Hosting Fee recommended adjustments will be reviewed by the CENTURION Executive Council for approval by the CENTURION Host Agency and Member Agency Executives.



**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Bell County**

David Blackburn  
Bell County Judge

Eddy Lange  
Bell County Sheriff

Pat A. Duffield  
Constable Precinct 1

Rolly Correa  
Constable Precinct 2

Devin Rosenthal  
Constable Precinct 3

Martha Dominguez  
Constable Precinct 4

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Belton  
Police Department**

Wayne Carpenter  
Mayor

Sam A. Listi  
City Manager

Gene Ellis  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Copperas Cove  
Police Department**

Bradi Diaz  
Mayor

Ryan Haverlah  
City Manager

Eddie Wilson  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Harker Heights  
Police Department**

Spencer H. Smith  
Mayor

David Mitchell  
City Manager

Phil Gadd  
Chief of Police

## **Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

### **Killeen Police Department**

Jose L. Segarra  
Mayor

Kent Cagle  
City Manager

Charles Kimble  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Killeen Independent School District  
Police Department**

Joann Purser  
Board President

John M. Craft  
Superintendent

Ralph Disher  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Nolanville  
Police Department**

Andy Williams  
Mayor

Kara Escajeda  
City Manager

Michael Hatton  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Morgans Point Resort  
Police Department**

Dennis Green  
Mayor

Dalton Rice  
City Manager

Charles Cline  
Chief of Police



**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Salado Police Department**

Michael Coggin  
Mayor

Don Ferguson  
Village Administrator

Pat Boone  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Temple  
Police Department**

Tim Davis  
Mayor

Brynn Myers  
City Manager

Shawn Reynolds  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**Texas A&M University Central Texas  
Police Department**

Marc A. Nigliazzo  
President

Andrew Flores  
Chief of Police

**Signature Agreement**

Your signature confirms your agreement, as a CENTURION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on **September 30, 2021**.

**City of Troy  
Police Department**

]

Michael Morgan  
Mayor

Gary O. Smith  
City Manager

Suzanne Martin  
Chief of Police

**Agency License, Hosting, and  
Maintenance Cost Estimates**

**CENTURION**

**Central Texas Uniform Reporting  
Information Network**

**-NICHE365-**

**Appendix A**

**Note:** Actual costs must be verified with the Centurion Host Agency Executives. Some costs may potentially be adjusted, depending upon the Agency’s go-live date. This estimate includes license fees, hosting fees, and annual maintenance fees, only. Other fees may apply.

Step	Calculation	Result
1	Identify the number of Sworn Officers (SO)	SO =
2	Identify the number of Civilian System Users (CU)	CU =
3	Sum up the Total Users (TU): $TU = SO + CU$	TU =
4	Calculate the License Fee (LF): $LF = SO \times \$1400$	LF =
5	Calculate annual Hosting Fee (HF): $HF = TU \times \$84$	HF =
6	Calculate Annual Maintenance (AM): $AM = LF \times (20\%)$	AM =
7	Calculate First Year Costs (FYC): $FYC = LF + HF$	FYC =
8	Calculate annual Costs for Future Years (CFY): $CFY = AM + HF$	CFY =

**Example:** 10 Sworn Officers and 20 Civilian Users

1.  $SO = 10$
2.  $CU = 20$
3.  $TU = 30$
4.  $LF = 10 \times \$1340.05 = \$ 13,400.05$
5.  $HF = 30 \times \$84 = \$ 2,520$
6.  $AM = \$13,400.05 \times .20 = \$ 2,680.01$
7.  $FYC = \$13,400.05 + 2,680.01 = \$ 16,080.15$
8.  $CFY = \$ 2,680.01 + \$ 2,520 = \$ 5,200.01$

# **Service Level Agreement (SLA)**

**Host: City of Temple**

# **CENTURION**

**Central Texas Uniform Reporting  
Information Network**

**-NICHE365-**

**Appendix B**

## 1. SERVICE LEVELS

- a. The City of Temple will supply the following services to the extent required by this agreement:
- Technical Assistance
  - Database analysis and diagnostics
  - Software maintenance support
  - Updates and revisions
- b. Support Organization
- The City of Temple will provide a single 24-hour support telephone number for logging all requests for support from the customer, together with e-mail helpdesk address strictly for NICHE support issues.
  - The City of Temple will ensure that the support telephone number is monitored on a 24/7 basis including all public holidays, either by on-duty staff or via an automated paging system.
  - The City of Temple will allocate each call a unique helpdesk reference number, which will be made available to the customer and against which all information relevant to the call can be accessed.
  - The City of Temple will provide technical advice and support as necessary to resolve the customers difficulties and queries in support of the issue. If the City of Temple cannot determine the issue we will contact NICHE support The customer will ensure that only authorized CUSTOMER personnel contact the City of Temple.
- c. Service Level Definitions
- The following definitions of terms are used in setting priority according to the severity of the problem.

Priority	Category	Possible Problem Types
1	High	The system is not operational or one or more core business functions are not operational.
2	Medium	The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.
3	Low	The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, <i>etc.</i>
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, <i>etc.</i>



- d. Assigning of calls to categories will be the responsibility of the customer. Clearing of a call will require the customer agreement. Any call can be re-categorized by the CUSTOMER, in discussion with the City of Temple, at any time.
- e. Initial response is the first communication (typically by telephone or e-mail) from the City of Temple in reply to a reported issue indicating its current status and action being taken.
- f. Closure of a call means that the resolution to a reported issue has been delivered or the issue has been abandoned by mutual agreement.
- g. Reporting Issues
  - High or medium priority issues shall be reported in a telephone call to the City of Temple Help Desk at 254-298-5209.
  - Low or nuisance priority issues shall be reported by e-mail to the following address [rmshelp@templetx.gov](mailto:rmshelp@templetx.gov).
  - Low or nuisance priority issues will not receive an immediate response outside City of Temple business hours of 8:00 am to 5:00 pm Monday to Friday central standard time (CST).
- h. Service levels from the time the call is logged during business hours:

Priority	Initial Response	Initial resolution
Priority 1 – High	15 minutes	1 hour unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 6 hours.
Priority 2 – Medium	30 minutes	2 hours unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 8 hours.
Priority 3 – Low	Next business day	8 hours
Priority 4 – Nuisance	Next business day	24 hours

The customer acknowledges that there are some problems, particularly ones of an intermittent nature that do not fit into the service level scheme detailed here. These calls may remain open for long periods (several weeks) of time. The City of Temple will work with NICHE and agrees to diagnose and fix these problems on a best effort basis.

- i. Service levels from the time the call is logged outside of normal business hours:

Priority	Initial Response	Initial resolution
Priority 1 – High	30 minutes	1 hour unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 6 hours.
Priority 2 – Medium	60 minutes	2 hours unless a trouble ticket with NICHE is needed. NICHE initial resolution time is 8 hours.
Priority 3 – Low	Next business day	8 hours
Priority 4 – Nuisance	Next business day	24 hours

## 2. SYSTEM AVAILABILITY

- a. System availability is defined as the fraction of the time that the major business-critical functions of the system are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software, or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime.
- b. For example, if, in a 30-day month (720 hours), the system had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:
- $A = (720 - 2 - 3) / (720 - 2) = 99.58\%$
- c. We will be targeting system availability at 99.9%.

## 3. SOFTWARE CHANGES

- a. In the event of a software issue being identified within the Software that must be fixed by a software change, through NICHE, the process of delivering a solution will be as follows:
- If a software change is being required in order to achieve Resolution as part of the NICHE's support service, this will be provided in the form of a Patch as soon as possible in order to meet the defined service levels.
  - In all other circumstances, NICHE and the customer will jointly assess the priority for providing the software change to the City of Temple based on aspects such as the nature and scope of the issue, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled software

Release. NICHE and the City of Temple may agree that either an emergency Patch or an additional Release is required to fix the problem.

- Unless otherwise agreed by the SERVICE PROVIDER and the CUSTOMER, fixes will be included in a future (normally the next) Release.

#### **4. SOFTWARE MAINTENANCE**

- a. There will be two types of software change provided by NICHE:
  - A Patch: a software update issued to resolve an issue. This will be provided to the City of Temple within the specified service response time.
  - A Release: A scheduled software maintenance Release.
- b. All Patches and Releases will be implemented only with the prior agreement of the City of Temple and its customers. The City of Temple reserves the right to decide when to implement a Patch or a Release.
- c. A Release: a scheduled software maintenance Release.
- d. Prior to implementation, NICHE is to provide the City of Temple with a description of any issues that will be fixed or enhanced as well as any adverse effects of, on the implementation of, each Patch/Release.
- e. NICHE will perform comprehensive Factory Testing on all Releases prior to issuing them to the City of Temple and provide the City of Temple with sufficient assistance, support and advice to enable the City of Temple to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.
- f. When the City of Temple implements a new Release, then such a Release shall thereby become the current Release.
- g. NICHE will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to the CUSTOMER or remote installation of the software.

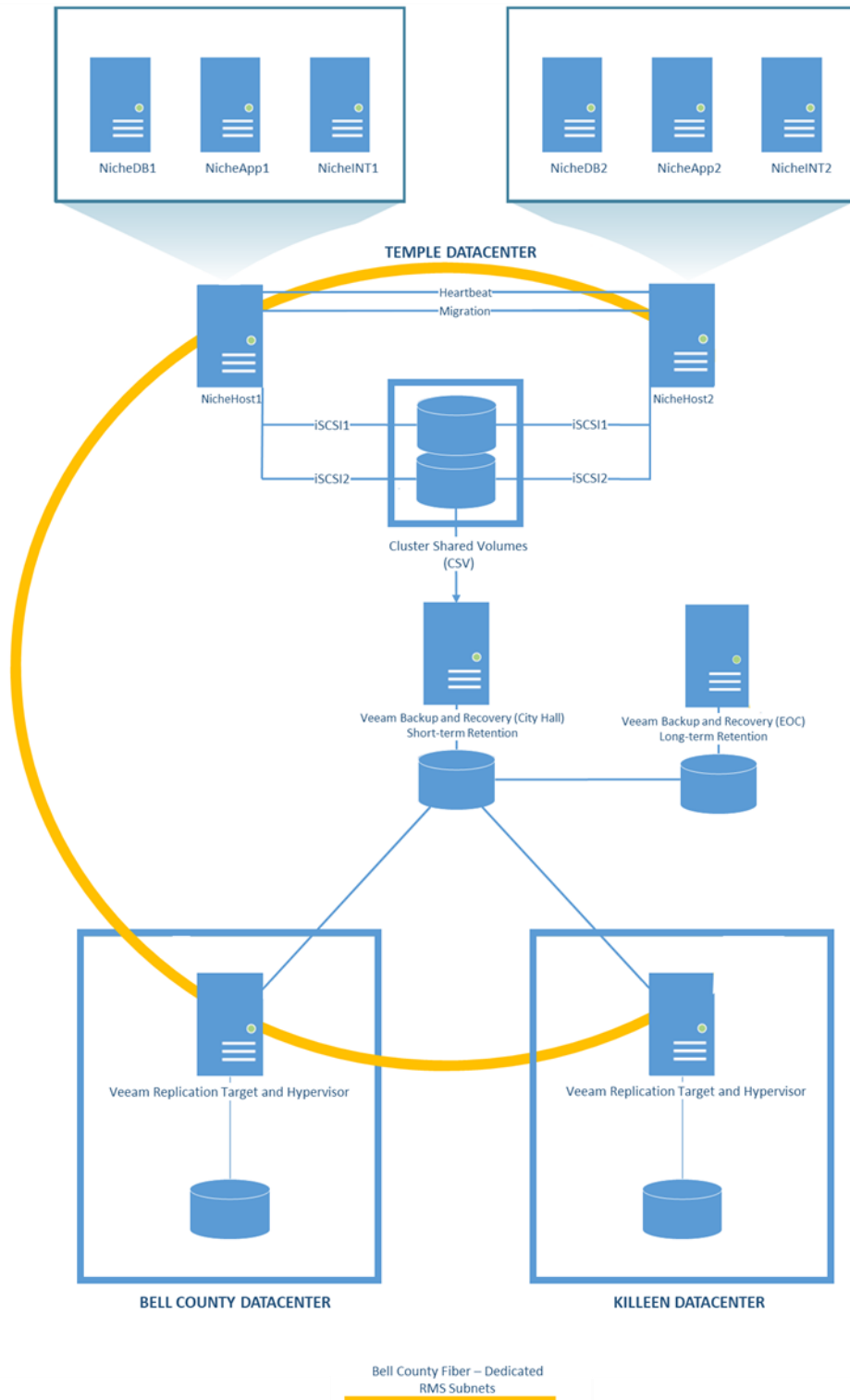
## **5. APPLICATION SOFTWARE RELEASES**

- a. NICHE will notify the City of Temple of any improved or updated versions of the Software, which NICHE will from time to time make. Together with this notification, NICHE will provide the City of Temple and CENTURION Agencies with an explanation of the nature, adverse effects, any cost implications, if any, and an implementation plan of such a Release. Such explanation will be sufficient to enable the City of Temple and CENTURION Agencies to judge whether the new Release will be appropriate to the City of Temple and CENTURION Agencies requirements.
- b. NICHE will continue to provide bug fix support for at least the current and one agreed previous Release of the Software.

## **6. FAIL-OVER & DISASTER RECOVERY SOLUTION**

- a. The City's Fail-Over design includes a primary high-availability server at the City of Temple and backup servers at Bell County and City of Killeen data centers. This design will replicate data every five minutes from the primary server to the two backup servers.
- b. The City will be using the Veeam Orchestrator solution. The solution ensures IT service continuity and minimize service disruption through automated failover and failback of multi-site disaster recovery plans for planned migrations, disaster avoidance and disaster recovery. This will automate the fail-over to either City of Killeen or Bell County servers. The City of Temple will be responsible for failing over unless there is a catastrophic outage at which time, we may have to call the agencies IT on-call personnel.
- c. The City of Temple will backup Niche database and application servers online for six months and will be replicated to our backup storage area network at the City of Temple's EOC facility. The City of Temple will perform active monthly and yearly full backup's using Veeam backup & replication where it will be sent to the City of Temple EOC facility.
- d. The Fail-Over solution will follow the following design:

# Proposed Niche Fail-Over Server Design



# **INTERFACES**

**Developed and/or Approved by NICHE**

# **CENTURION**

**Central Texas Uniform Reporting  
Information Network**

**-NICHE365-**

**Appendix C**

NICHE365 has developed and/or approve the use of Interfaces to the following:

- Motorola
- Intergraph CAD
- Easystreet Draw
- IAPro
- MorphTrack
- MorphTrust
- Crossmatch
- Midas
- Tyler Justware
- Coplink
- Coplogic
- Watchguard
- BuyCrash
- FileOnQ
- Crime Reports
- Appriss
- FATPOT
- TraCS
- TEG CAD
- Laserfiche
- Omnixx
- Interact
- Tritech
- Livescan

# Interagency Policy Agreement

## CENTURION

### Central Texas Uniform Reporting Information Operating Network

-NicheRMS365-

#### CORRECTIVE ADDENDUM

References to Appendices B, C, and D in the text of the Centurion Interagency Agreement do not correspond to the appendices listed in Definitions, Section 3, page 6, and attached to the Agreement.

The following non-substantive corrections to appendix references are noted:

<u>Page</u>	<u>Original Reference</u>	<u>Correct Reference</u>
11	Appendix D– Niche Developed/Approved Interfaces	Appendix C
15	Appendix C- Service Level Agreement	Appendix B
16	Appendix C- Service Level Agreement	Appendix B
17	Appendix A– Agency Specific Customizations	deleted
19	Appendix B– Agency Cost Model Worksheet	Appendix A



# City of Killeen



## RMS Assessment Report

## 1. Executive Summary

The City currently uses Hexagon/Intergraph modules to manage Public Safety processes, including CAD and Records management. The City reported challenges with the Intergraph software and is interested in documenting current challenges and needs along with potential options for a future environment.

In May 2021, City staff conducted an initial project planning meeting with the Information Technology team and the Killeen Police department Command staff to clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks as appropriate.

Following the project kickoff meeting, City IT Staff facilitated fact-finding meetings with department users of the existing systems. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the existing systems, and identify challenges in the current environment.

There were many challenges related to the current systems environment at the City identified as a result of the fact-finding activities, many of which are documented in Section 3.0 Business Process descriptions and Section 5.0 User Web Surveys. In addition to the themes identified in those sections, additional documented challenges and areas for improvement will be incorporated in the development of the Preliminary Functional and Technical Requirements. The Functional and Technical Requirements document will be used to evaluate the ability of a vendor to provide the functionality required to address these challenges.

City staff developed a set of business and technical requirements that represent their current needs and future goals. The requirements development process will be based on identifying the City needs irrespective of vendor functionality in the market. The set of business and technical requirements will provide the City with additional safeguards and risk mitigation opportunities by comparing several products and implementation approaches.

City Staff identified 12 primary challenges and areas for improvement in the current environment at the City, identified in the table below and described in detail in the sub-sections that follow. These challenges represent the themes that emerged from the complete list of documented challenges.

Primary Challenges and Areas for Improvement	
1	There is limited or inadequate functionality in the current system to support certain business processes.
2	Due to limited functionality in the current system, staff at the City relies on MS Excel, manual, and paper-based processes.
3	The lack of integration between some Intergraph/Hexagon modules and the existing systems requires staff to perform duplicate data entry.
4	System navigation is cumbersome and not use-friendly.
5	System users regularly experience technical issues with the current environment that interrupt continuity of operations.
6	Staff do not have access to robust workflow automation and alerts within Hexagon, which delays tasks.
7	System users regularly experience technical issues with the current environment that interrupt continuity of operations.
8	The vendor reportedly provides ineffective and unpunctual support for the current system and requests for configuration.
9	The limited functionality with Intergraph/Hexagon forces staff to rely on multiple systems.
10	Difficulty assigning security roles, administering system fields, and managing accounts (e.g., unavailability of Active Directory).
11	Correcting and/or updating data in City systems requires manual processes and does not provide adequate audit trails.
12	Training on software applications is not provided on a frequent basis.

## 2. Introduction

### 2.1 Project Background

The City reported challenges with the Intergraph/Hexagon software and is interested in documenting current challenges and needs. A needs assessment is desired to identify options that can best support the vision of all City public safety entities, as well as other supported third-party public safety entities. There are four major phases involved in this project:

1. Conduct a Needs Assessment
2. Solution Demos
3. System Selection

Activities involved in these tasks include fact-finding meetings with key stakeholders, developing a needs assessment (this report), completing requirements confirmation sessions to develop functional and technical requirements for RMS, developing demonstration scripts, facilitating vendor demonstrations and vendor scoring, and the selection of vendor.

### 2.2 Work Performed

On May 18<sup>th</sup>, 2021, City Staff facilitated a project kickoff meeting with the Information Technology team and Killeen Police department Command Staff. During the meeting, the Project Team members were introduced and a review of the approach and timeline for the project was provided. In addition, City staff had the opportunity to ask questions about the project and discuss City goals and objectives.

Following the project kickoff meeting, IT Staff facilitated fact-finding meetings with department users of the existing systems. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the existing systems, and identify challenges in the current environment. The meetings were conducted based on the following subject areas:

**Table 2.2: Fact-Finding Subject Areas**

Fact-Finding Subject Areas	
No.	Subject Area
1	Police Records Management

Immediately following the first work session trip, City Staff coordinated follow-up fact-finding activities in developing the first draft of this Needs Assessment Report.

## 3 Business Processes

This section of the report describes the current City business processes that were analyzed as part of this project. Within the sub-sections to follow, the specific business processes are outlined, including the identification of areas where applications, standalone systems, and/or manual and paper-based

processes are used. The descriptions are not intended to detail each step involved in the process, but instead are intended to highlight the major activities and areas of challenge.

### **3.1 Police Records Management**

To support its operations, the Killeen Police Department (KPD) uses several technology applications to execute its mission. Those applications include; Telegraph/Hexagon, MS Office, LexisNexis, an in-house developed public safety database, available state systems, and national public safety databases. The Record Management System (RMS) comprises the Department's main platform to manage its business processes, including field operations, records management, investigations, evidence, and administrative support services. Although the RMS has functionality that meets some of the needs of the Department, each subunit relies on the disparate applications noted above to perform necessary tasks. End-users in several business areas indicated that they do not utilize the features and functions available in the RMS system due to the complexity and cumbersome nature of the software. Rather, each sub-unit, including individual staff, have developed its own ad hoc processes for executing its tasks. The discussion which follows describes each subunit's business processes and practices.

### **3.2 Field Operations**

Operations personnel, such as patrol or traffic officers, use mobile data terminals (MDT) and radios to support field work. Field personnel will initially receive an incident notification via radio or notification through Hexagon installments on laptop devices. The radio alerts the officer to then expect a data transmission to the MDT. Upon receipt of the CAD data to the MDT, the officer transmits a radio acknowledgement of receipt. Field officers use the Mobile dashboard, which allows officers to view dispatch activities through the CAD module. Although the existing mobile devices for field officers allow the relay of information back to dispatch, communicating information on availability, in-route status, or on-scene response, these functionalities are not used due to the lack of ease or insufficient training on system functionality

Incident reporting via RMS and MDT are not routinely used, although the capability exists. End-users reported that the system is unnecessarily complex and unreliable. Staff reported that once an incident report is generated on the MDT, updates and revisions are not permitted. Staff must perform an intensive manual rework of reports before the RMS captures the information. Staff reported that supplemental reports undergo a similar manually intensive process. The lack of parent-child relationships between the initial and supplemental reports is a reported weakness. This weak data relationship prevents field officers and investigators from performing the required depth of field analyses.

### **3.3 Records Management**

The Police Records management at the City ensure the accuracy of report submission, verifies supervisor approval, and manages merging of police records. Upon submission of a report by an officer, a supervisor verifies the information in the RMS. Supervisors check to ensure that officers have completed all mandatory fields. Staff reported that the current system struggles to identify officer corrected data; if a field previously contained inaccurate information, the error report will roll forward into other modules despite the officer correcting the information.

Arrests and booking data management poses a similar challenge. Staff reported that although the Hexagon process is not difficult, the complexity of options and numerous fields overwhelm end-users, which results in limited use or user avoidance. End-users reported that the workflow in the system is too complicated and would like a system with basic mandatory fields that simplify data entry and provide consistent business process across subject areas and staff. Staff further reported a desire for a future system that allows for narrative searches that have “smart” functions that allow for misspelled names, which are a common occurrence.

### 3.4 Investigations

When a case requires an investigation, supervisors and detectives rely on an ad hoc process for assigning a detective or investigating officer. Although case assignments are determined by the final call type captured in the RMS, the limitations identified by end-users prevent staff from fully utilizing all information stored within the system. Detectives report that Hexagon easily assigns cases to investigators automatically. However, subsequent business process limitations in the system incentivizes workaround activities extraneous of Hexagon. Staff develop investigative reports in a separate word processing tool such as Microsoft Word, which upon completion staff manually copy text into Hexagon. Duplication of work is common in this ad-hoc process. Updated information is often not reflected in reports. One common concern is the inability of the system to capture in a meaningful way updates or the change in case types. A case assignment that was initially categorized as both a property and persons crimes can have two separate detectives assigned for each classification. It is reported that detectives have no easy way to cross-link the cases which result in parallel investigations. Further, cross-linkage or parent-child relationship limitation impeded the sharing of information across cases.

### 3.5 Evidence/Storage

Evidence Technicians rely on hexagon, Prop Room, and Microsoft applications to manage and process the evidence that officers submit. Access to the evidence room is restricted via two gateways: the evidence locker room and a main registration gate where staff are stationed. Evidence is submitted by an officer via the locker room. An officer green tags an article of evidence with initials and places it in a secure locker. It is then received by a technician from a second locker door that is located opposite the deposit door. Upon retrieval, the technician applies a tag. The evidence is then logged into the records management system. A barcode is generated and affixed to the cream-colored tag using the Prop Room application. Physical evidence such as firearms are segregated further in a secure room, while others are placed in boxes and shelved. The shelved evidence boxes are organized by the staff by date and time. Biological evidence is stored in dedicated freezers and refrigerators.

Evidence can be checked out by filling out a paper form, which is then recorded in the RMS system for inventory control. The paper form is filed in a folder. A technician reviews the folder at least once every thirty days to ensure that checked out items have been returned. The RMS system does not have a reminder/tickler functionality to help staff review checked out evidence based upon user-defined preferences. In the evidence room, like other business functions in the Department, the RMS system is not central to the business process of the evidence management. The project team was not able to determine whether the core business processes of evidence management that are common to a RMS system are used by Department staff. Those processes typically have mandatory procedures and data entry fields to ensure that evidence ties back to the correct originating agency. Once Crime

Lab staff have logged in under the PD credentials, entry of evidence follows the same protocol. For example, the property evidence processing in a standard RMS system has a number of mandatory fields that staff complete, including case number, property type, property code, facility (i.e., storage facility), and storage location. A description section and field exist that allow staff to enter brief descriptions based on the officer's written detail.

### **3.6 Support Services**

Administrative support and crime analysis comprise the main components of Support Services. Administrative support provides personnel management services for the Department which involve tracking personnel information, supervisor assignments, unit assignment transfers, emergency contact information, testing evaluation and scoring, certification and training credentialing, and payroll. These functions do not reside within the Department RMS but rather are maintained and managed by the City's Human Resources Department which use Central Square HR ERP. Department end-users reported basic familiarity with Central Square, which involve mainly data entry. However, data analysis and report generation capabilities are not fully utilized.

Crime analysis business function relies on a patch work of software application outside of the record management system. Crime Analysts reported that analysis is labor intensive and rely significantly on text query of word-processed documents from field and investigative reports. This methodology compounds the complexity and difficulty of linking related crimes against persons and property, and elucidating patterns and clusters of criminal activity. Crime analysis is constrained by the limited use of the RMS system.

## **4. Current Technical Environment**

The following subsections describe the current technical and software support structure at the City, the current infrastructure, current applications in use, and the current technology projects at the City.

### **4.1 Current Support Structure**

The Killeen Police Department is a 334-member organization, with 258 members allotted sworn strength. KPD is responsible for all police functions in Killeen, Texas, a city of approximately 149,103 (2018), covering approximately 55.235 square miles. The Killeen Police Department operates three facilities: a Headquarters, a North Annex, and a Training Academy. The City of Killeen is located in Bell County, and is the home of Fort Hood, one of the largest military installations in the world. Dispatch and 911 services are performed by the Bell County Communications Center (BCC) located in Belton, Texas. BCC maintains call taking, CAD, mobile data terminal and RMS software currently used by KPD and other jurisdictions within Bell County. The Killeen Police Department prides itself on its relationship with the community and values transparency. The department must be able to provide accurate data regarding law enforcement activity and crime statistical information.

## 4.2 Current Infrastructure

The City has 2 locations that access RMS Hexagon, three of which have fiber connections. Bell County maintain all servers, firewalls, and implementations. Bell County operates on VMWare, uses Windows.NET, runs SQL, and has a VOIP system. Public Safety hardware operates on PowerEdge, dual socket 12 core 256 GBs RAM 10, 20, 40, and 80. Bell County backs-up RMS on a nightly basis.

## 4.3 Software Related to Current Processes

A variety of software exists in the current environment to support the existing City business processes. The following subsections further describe the software currently in use.

**Table 4.3: Additional Software Related to Current Processes**

Additional Software Used for Public Safety Business Processes		
No.	Software Product	Use/Summary
1	Hexagon/Intergraph	The City currently uses Hexagon for Computer Aided Dispatch within the City, as well as a Records Management System for Police
2	Harris P25 Phase 2	The City currently uses Harris P25 phases to support telephonic needs.
5	Crystal Reports	The City currently uses Crystal Reporting to support reporting needs.
6	Esri	The City currently uses Esri to support GIS mapping functionality.
7	Omnix	The City currently uses Omnix to inquire State and National Crime databases.
8	Aptian	The City currently uses Aptian to support e-citation needs.
10	Central Square ERP	The City currently uses Central Square ERP to support core financial, payroll, and community development processes.



Additional Software Used for Public Safety Business Processes		
No.	Software Product	Use/Summary
15	Hexagon	The City currently uses Hexagon to support police evidence management.
16	LexisNexis	The City currently uses LexisNexis as a database for background checks and to support investigations (e.g., locate suspects).
17	CrimeMapping.com	The City currently uses CrimeMapping.com as an online crime analysis tool.
18	Crime Analysis	The City currently uses Crime Analysis as an online crime analysis tool.

Intergraph/Hexagon is the City's core system to support CAD and RMS activities. The City uses of Hexagon, which reportedly has several bugs that the newest versions remedies. Hexagon has limited integration with other systems at the City, which makes sharing of data cumbersome and often a heavily manual process.

## 5. User Web Surveys

Prior to facilitating the fact-finding meetings, City Staff developed and administered a web- based survey to various users in the City. The surveys were developed to capture feedback from core system users.

### 5.1 User Survey Questions

The following table contains the questions that were included in the user survey.

**Table 5.1: User Survey Questions**

User Survey Questions	
No.	Question
1	<p>Please select the software module(s) that you work with, interact with, or are responsible for and for which the responses in this survey are more directly related to: (choose all that apply)</p> <ul style="list-style-type: none"> <li>a. Mobile</li> <li>b. Police Records Management</li> <li>c. Corrections/Jail Management</li> <li>d. Other (please describe)</li> </ul>
2	<p>How often do you utilize the existing Intergraph/Hexagon Software System or any of its components as discussed in this survey?</p> <ul style="list-style-type: none"> <li>a. Throughout each day</li> <li>b. Minimal times per day</li> <li>c. Minimal times per week</li> <li>d. Minimal times per month</li> <li>e. Minimal times per year</li> <li>f. Never</li> </ul>
3	<p>Please list all of the system(s) you use to support the primary daily business processes of your department (i.e., the systems/software that your department uses regularly.</p>
4	<p>Who provides support for the technology software/systems/applications you use on a regular basis (e.g., a vendor, City IT)?</p>
5	<p>Are you using MS Excel spreadsheets, external databases, or paper-based and manual processes to track information related to your department? (with open comments)</p> <ul style="list-style-type: none"> <li>a. Yes</li> <li>b. No</li> </ul>
6	<p>What are the greatest strengths you experience with using the existing system?</p>
7	<p>What are the greatest challenges or problems you experience with using the existing system?</p>
8	<p>What functionality do you not have today that could help meet the needs of your department?</p>

9	What specific business process changes do you feel a potential new system(s) may be able to assist with to improve overall efficiencies?
10	Please describe any training or training manuals you have received for the current system.
11	Please explain any additional information you wish to share related to the current system.

## 5.2 User Survey Responses

Appendix B of this report contains additional survey response information. The following table identifies several of the key themes that were reported by survey participants.

**Table 5.2: User Survey Key Themes**

User Survey Key Themes	
No.	Theme
1	Users reported utilizing MS Excel spreadsheets, external databases, or paper-based and manual processes to track individual department information.
2	Users reported challenges with frequent entry of user credentials under the system's security settings.
3	Users reported challenges attaching supporting documentations (e.g., photographic evidence) to cases within the system.
4	Users reported challenges with a lack of integration between modules.
5	Users reported the benefits of the current system are ease to query information, system navigation, data storage, and familiarity with the system.
6	Users reported challenges with the mapping functionality with the system.
7	Users reported challenges with connectivity, system functionality without internet connection, and system speed.
8	Users reported challenges due to a lack of vendor support of the system.
9	Users reported challenges with ease of use for mobile functionality.
10	Users reported that a prolific offender reports and the ability to automatically create photographic lineups would be beneficial.
11	Users reported a need for information integration between functional areas (police records and the initial call-for-service). Users also stated that the benefits of less duplicate data entry may increase use of system by some City staff to input data.
12	Users reported a desire for a system that allows for continued activity when the system disconnects due to a lack of signal, and that information is automatically synced when the system again receives signal.
13	Several users reported manual entry of data in a multitude of locations within the system.

## 6. Primary Challenges and Areas for Improvement

There were many challenges related to the current systems environment at the City identified as a result of the fact-finding activities, many of which are documented in Section 2.0 Current Environment Summary descriptions and Section 4.0 User Web Surveys. In addition to the themes identified in this section, additional documented challenges will be incorporated in the development of the Preliminary Functional and Technical Requirements. The Functional and Technical Requirements document will be used to evaluate the ability of a vendor to provide the functionality required to address these challenges.

City Staff has identified 11 primary challenges in the current environment at the City, which are identified in the table below, and described in detail in the sub-sections that follow. These challenges represent the themes that emerged from the complete list of documented challenges. While many examples of the challenges listed below were described in several meetings, the challenges described all fall under one of the primary challenges listed below.

**Table 6.1: Primary Challenges**

1	There is limited or inadequate functionality in the current system to support certain business processes.
2	Due to limited functionality in the current system, staff at the City relies on MS Excel, manual, and paper-based processes.
3	The lack of integration between some Hexagon modules and the existing systems requires staff to perform duplicate data entry.
4	System navigation is cumbersome and not use-friendly.
5	Training on software applications is not provided on a frequent basis.
6	Staff do not have access to robust workflow automation and alerts within Hexagon, which delays tasks.
7	System users regularly experience technical issues with the current environment that interrupt continuity of operations.
8	The vendor reportedly provides ineffective and unpunctual support for the current system and requests for configuration.
9	The limited functionality with Hexagon forces staff to rely on multiple systems.
10	Difficulty assigning security roles, administering system fields, and managing accounts (e.g., unavailability of Active Directory).
11	Correcting and/or updating data in City systems requires manual processes and does not provide adequate audit trails.

**1. There is limited or inadequate functionality in the current system to support certain business processes.**

There are several areas in which the City will likely benefit from expanded functionality not available within the current environment, but generally available in other Public Safety software systems on the market today. On the back end, competing systems have reporting features to ensure that data is accessible through the RMS solution with the ability to import and export into multiple file formats to assist with data manipulation.

**2. Due to limited functionality in the current system, staff at the City relies on MS Excel, manual, and paper-based processes.**

Staff reported the use of MS Excel, manual, and paper-based processes to overcome the limited functionality within Hexagon. For example, Hexagon has not yet updated the Unified Crime Reporting (UCR) and crime analysis functionality in the system, causing law enforcement staff to conduct the analysis using MS Excel and to use Hexagon instead as a data repository. Although Hexagon documents the initial call type on the RMS report, staff must complete a manual review of the call details to determine the final call type. Hexagon has the ability to store premise warning information (e.g., vicious dog), but officers must generate an “officer alert paper” form and physical deliver the paper form to dispatch staff to enter the information.

**3. The lack of integration between some Hexagon modules and the existing systems requires staff to perform duplicate data entry.**

Although City staff has access to disparate systems that meet particular needs, staff relies on a combination of systems that do not integrate the complete tasks. The consequences of systems that do not integrate include duplicate data entries. System navigation is cumbersome and not user-friendly.

While performing demonstrations of the system, staff indicated the areas of Hexagon where the system has a cumbersome, non-user-friendly user interface. For example, when responding to an emergency call, fire staff must toggle between a zoom-in and zoom-out button to trigger the desired touch-screen response. Modern day public safety software systems that operate on modern mobile devices offer more efficient zoom functionality. Additionally, staff reported that Hexagon includes a significant number of text fields that staff do not complete. As a result, for example, at-a-glance information on arrest history is not available on a subject; instead, staff must read narrative sections to find the information. Staff also reported that Hexagon does not allow staff to customize dashboards or adjust the layout of the screen.

**4. Staff do not have access to robust workflow automation and alerts within Hexagon, which delays tasks.**

The cumbersome and time-consuming workflow of Hexagon causes staff to perform workarounds and manual notifications. For example, if an officer submits a case to a supervisor who determines that the case must be reworked, the supervisor will call the officer instead of sending a notification through the system to the officer to make adjustments on the submissions. Staff reported the notification or alerts sent from supervisors are difficult to remove from the user dashboard. Modern systems have customizable workflow that deliver notifications to the user dashboard or MS Office account while also having automated rerouting regarding approval, as desired, when a user becomes unresponsive.

**5. System users regularly experience technical issues with the current environment that interrupt continuity of operations.**

Staff reported that the Hexagon will either crash or freeze during a task, requiring an application restart and, thus, an interruption the business process. For example, staff reported that accessing particular features of the Hexagon system from MDCs will trigger a system freeze and force the individual to reboot the application. Staff also reported that narratives will occasionally disappear from reporting, which requires staff to perform the entry a second time.

**6. The vendor reportedly provides ineffective and unpunctual support for the current system and requests for configuration.**

Staff reported that when submitting support tickets and requesting information from Hexagon, the vendor is usually unresponsive, delayed, or provided the incorrect information. For example, the City requested additional information on network servers, but the vendor provided the incorrect documentation. Similarly, when the City makes requests for configuration to meet federal reporting standards, such as the update Uniform Crime Reporting Standards, the vendor remains unresponsive or extends the configuration process.

**7. The limited functionality with Hexagon forces staff to rely on multiple systems.**

Staff reported the use of multiple disparate systems to work around the limited functionality within Hexagon. For example, Hexagon lacks indexing functionality, which requires staff to spend a significant amount of time searching the system for information. In the place of Hexagon, staff instead use Spillman RMS to locate records, store information, and pull details to support case development. Similarly, Hexagon does not provide staff the ability to conduct and track thorough

investigation due to missing fields or investigation details

Staff reported that the current system environment does not adequately support the assignments of various security hierarchies among users. Although role based security is available, staff reported the need to have a large range of role and user-based security permissions for access to specific areas of a future system. Similarly, staff reported that that Hexagon does not afford the ability to set mandatory fields, which allows system users to bypass certain details and creates discrepant or missing information. Furthermore, the City does not have access to Active Directory, causing systems users to enter multiple log-ins throughout the system or, in some cases, share credentials to access the system.

**8. Correcting and/or updating data in City systems requires manual processes and does not provide adequate audit trails.**

When details of a case, for example, change in one area of the system, administrators must manually update the information in a separate module for the information to reflect accurately throughout the system. Furthermore, when administrators or users make adjustments to files within the system, Hexagon does not provide a detailed audit trail to show the information that the user changed, the user who made the change, and the data/time associated with the adjustment. Staff reported that a future system would document all changes to cases in order to reverse any incorrect adjustments while also complying with best practices through user accountability.

**9. Training on the software applications is not provided on a frequent basis.**

Staff reported that training on the systems in place at the City occurs on either an infrequent basis, only occurred during the implementation of the Hexagon product, or was provided during the onboarding process. Many users are reportedly “self-taught” by using the system on a daily basis, while other users report that power users provide training and assistance with using the system. In a future environment, staff would like to receive more frequent training, ensure that the vendor provides thorough training during and after implementation (i.e., remedial training), and that power users in each department facilitate the ongoing training.

**Table 6.2: Detailed Challenges**

Police Records Management
<ul style="list-style-type: none"><li>• It was reported that the Hexagon work flow to trigger re-work of incident details by an officer is cumbersome, so staff rely on manual notification over the phone or through email.</li><li>• It was reported that staff write reports in MS Word, and then copy the information into Hexagon to overcome the spelling and formatting limitations of Hexagon.</li><li>• It was reported that if a different arrest charge type is changed from the initial call type, staff do not receive an automated notification from Hexagon.</li><li>• It was reported that the property/evidence room functionality in Hexagon does not allow staff to have thorough parent-child relationships and does not provide notification when an adjustment to the tag number occurs.</li><li>• It was reported that the excessive number sub-categories for evidence management causes staff to identify evidence as miscellaneous, which interferes with accurate reporting.</li><li>• It was reported that the lack of a global subject file in Hexagon, which was available as a “global jacket” in Aegis, prevents staff from seeing arrest history for a subject unless the staff member reads the full narrative on file.</li><li>• It was reported that Hexagon does not provide the ability to perform wildcard searches for addresses.</li><li>• It was reported that Hexagon has not updated the system to match the most recent Uniform Crime Reporting (UCR) and crime analysis functionality.</li></ul>



## 7.Considerations

This section of the report summarizes needed considerations as planning related to the selection and implementation of a future system(s) continues. This will include the Public Safety Software scope, system functionality, City project team resource considerations, and organizational change readiness and considerations.

### 7.1 Software Environment

The following table contains the list of functional areas that the City has identified to be a part of a future Public Safety Software system environment.

**Table 7.1: Software Environment Functional Areas**

No.	Functional Area
1	Police Records Management

The following subsections discuss how a future system environment may be comprised in order to provide the functionality the City requires.

### 7.2 System Functionality

As part of the project, a list of Functional and Technical Requirements will be developed. This list will be organized by functional area and will be developed for each of the modules. These requirements define the detailed functionality a future system must provide the City. The development of the requirements will involve a collaborative process of multiple City stakeholders and will include requirements that ensure a system will allow future City growth. The list of Functional and Technical Requirements will become a part of the published Request for Proposal.

One of the largest factors contributing to a vendor's ability to provide a high level of fit with standard functionality is its level of experience working with government organizations. It is through this experience that increased functionality has been developed over recent years that can be made available to potential customers. If a software vendor is new to the government sector, they may have a lower level of fit due to less experience tailoring their systems to meet the needs of a government organization.

Regardless of the level of experience working with government organizations, a minimum level of functionality will need to be provided through customizations and integration from any vendor in order to meet the specific business needs of the City of Killeen. As the City evaluates the vendor proposals in, it will be important to understand how requirements provided by these methods will impact the system implementation, as well as ongoing maintenance and operations of the software. The impact will vary, and the following table summarizes the four requirements delivery methods and describes some of their long-term implications.

**Table 7.2: Functionality Delivery Methods**

Functionality Delivery Methods			
No.	Methods	Summary	Long-Term Implications
1	Standard	The requirement may be met with the current software version release.	Maintenance and updates performed by vendors will have little effect on core system functionality.
2	Future	The requirement may be met with a future software version release.	Maintenance and updates performed by vendors will have little effect on core system functionality.
3	Customization	The requirement may be met with a customization to the current software version release for a fee.	Maintenance and updates will require considerable planning to ensure customizations built in a current software version will work in future version.
4	Integration with Third-Party	The requirement may be met with an integrated third-party product for a fee.	Maintenance and updates will require considerable planning to ensure integrations built in a current software version will work in future version.

When a vendor responds to a requirement with a statement that it may be met with a future software version release, it will be important for the City to understand the timing of this release. In some cases, the release may be generally available prior to when that particular functionality would go live. When considering software functionality, the term “customization” is often used to describe a change to the software. The following table contains four common scenarios that the term “customization” is often used to describe.

**Table7.3 Range of Software Changes**

Range of Software Changes		
No.	Scenario	Summary
1	Personalization	Personalization can occur at the user or user-group level and consists of changes to the system that are not necessarily data-driven, such as screen layout or colors.
2	Configuration	Configuration activities take place during implementation and include the design of menu structure, workflow, and reports, and the look and feel of the application.

Range of Software Changes		
3	Customization	Customizations are changes made beyond the setup and look and feel of the application and may extend to the embedded table structure.
4	Integration	Integration is built when third-party products are chosen to provide a particular area of functionality. Integration capabilities can vary, but typically include passing general ledger information and potentially allowing reporting across multiple systems.

Based on the summaries in the table above, the amount of technical expertise and ongoing cost to support customizations and integrations can be significant. As the City evaluates using these methods to provide the typically expected range of 5 – 10% level of fit, the additional expertise and cost will have to be considered in light of expanded functionality. Often a customization is needed due to a complex business process that may not be in line with best practices. With an understanding of the ongoing effort and cost needed with a system to support that complex process, business process change is more easily justified in light of the investment needed for the customization.

### 7.3 Point Solutions

The fourth requirements delivery method discussed in the preceding subsection is integration with a third-party product, known as point solutions. The City should expect some “prime” Public Safety Software system vendors to partner with these point solution vendors in responding to the RFP (e.g., a “prime” vendor may propose full Public Safety Software functionality, and partner with a specialty vendor for time entry).

Point solutions typically provide a more specialized area of system functionality than a typical Public Safety Software suite and are often state specific. In responding to the Request for Proposal, vendors will determine where a point solution is needed based on the level of functionality defined by the functional and technical requirements. A common scenario is that a Public Safety Software vendor evaluates the requirements and determines that needed functionality is great enough that a specialized point solution will provide a better level of fit than their own product.

As proposals from the Public Safety Software vendor and point solution partnerships and independent point solution vendors are evaluated, it will be important that the City Project Team consider how the entire proposed software suite will provide the needed functionality. Integration between the core Public Safety Software solution and the point solution is an important consideration. Additional factors include how many times the proposed software products have been used together before, and how the multiple vendors will work together to update and maintain their products on an ongoing basis. During the proposal evaluation process, it will be important that the City Project Team apply the same due diligence to company history and background evaluation for all vendors in each proposal.

Table 7.4 contains the purpose or composition of each team or role in the City Implementation Teams Team.

**Table 7.4: City Operation Implementation Team**

City Operation Implementation Team	
Team/Role	Purpose/Composition
Technical Support Team	Provide support for technical issues to the Implementation Team.
Data Conversion/Interface Team	Assist the Project Resource Teams by providing data conversion assistance and interface design services.
Change Management Team	Coordinate and develop change management strategies to increase the likelihood of stakeholder engagement, mitigate project risks and issues, and improve successful adoption of policy and business process changes brought about by the project. These efforts typically include identifying business process changes, crafting communications to engage multiple project stakeholder groups, developing an end user training approach, and managing the delivery of training instruction and documentation.

Table 7.5 contains the purpose or composition of each team or role in the City Operations Team.

**Table 7.5: City Operation Team Descriptions**

City Operations Team Descriptions	
Team/Role	Purpose/Composition
Project Advisory Committee	Continue to evaluate the overall strategic use of the human resource information system and provide guidance on future business process improvement initiatives. This committee should be comprised of members of Executive Management as well as individuals from key stakeholder departments.
Training Resource	Provide ongoing and follow-up training to existing and new City employees. This could be a City SME.
Application Owner Teams (SMEs)	Continue to serve as subject matter experts and assist the Project Advisory Committee with business process improvement initiatives.
Technical Support Team	Continue to provide support for the new human resource information system environment in the areas of security, complex report writing, database administration, and interfaces.

Proper project planning, executive sponsorship, change management, and resource allocation can be keys to increasing the overall likelihood of project success.

## 8. Next Steps

The information contained in this Needs Assessment Report reflects the City's current business processes and the associated challenges as a result of the current environment. The next steps in the project involve developing functional and technical requirements, allowing project participants continued involvement in the process. These next steps are summarized in Table 8.1, below.

**Table 8.1: Next Steps in the Project**

<b>Project Deliverables</b>
<b>Phase 1 Technical Requirements Development</b>
<b>D1.</b> Preliminary Functional and Technical Requirements Document
<b>D2.</b> Final Functional and Technical Requirements
<b>Phase 2: System Selection</b>
<b>D3.</b> Demos

## Appendix A: Project Participants

The following table is a list of staff who participated in the On-Site Fact-Finding Work Sessions in August/September.

**Table A.1: On-Site Fact-Finding Work Session Participants**

On-Site Fact-Finding Work Session Participants		
No.	Name	Department/Division
1	Robert Rush	Police/
2	Antonia McDaniel	Police/Patrol
3	Alex Gearhart	Assistant Chief
4	Charles Kimble	Chief of Police
5	Jeff Donahue	Assistant Chief
6	Anthony Lourence	Police/CID
7	Ronnie Supak	Police/Operations
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	Agency	Sworn	Professional Staff	Total Users	License Cost	20% Annual Maintenance Cost (2022)	Annual Hosting Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	1st Year Cost	5 Year Cost	10 Year Cost	
								Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10				
Teir 1	Temple PD (TFD= 7)	165	30	195	\$ 221,108.25	\$ 44,221.65	\$ 16,575.00	\$ 237,683.25	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 60,796.65	\$ 237,683.25	\$ 480,869.85	\$ 784,853.10	
	Killeen PD (KFD=5)	265	40	305	\$ 355,113.25	\$ 71,022.65	\$ 25,925.00	\$ 381,038.25	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 96,947.65	\$ 381,038.25	\$ 768,828.85	\$ 1,253,567.10	
	Belton PD	38	13	51	\$ 50,921.90	\$ 10,184.38	\$ 4,335.00	\$ 55,256.90	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 14,519.38	\$ 55,256.90	\$ 113,334.42	\$ 185,931.32	
	Harker Heights PD (HHFD=2)	57	15	72	\$ 76,382.85	\$ 15,276.57	\$ 6,120.00	\$ 82,502.85	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 21,396.57	\$ 82,502.85	\$ 168,089.13	\$ 275,071.98
	Bell County SO	121	10	131	\$ 162,146.05	\$ 32,429.21	\$ 11,135.00	\$ 173,281.05	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 43,564.21	\$ 173,281.05	\$ 347,537.89	\$ 565,358.94
	Bell County Communications Center	0	85	85	\$ -	\$ -	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 7,225.00	\$ 36,125.00	\$ 72,250.00
	Bell County Constables	24	3	27	\$ 32,161.20	\$ 6,432.24	\$ 2,295.00	\$ 34,456.20	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 8,727.24	\$ 34,456.20	\$ 69,365.16	\$ 113,001.36
	Copperas Cove PD	54	18	72	\$ 72,362.70	\$ 14,472.54	\$ 6,120.00	\$ 78,482.70	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 20,592.54	\$ 78,482.70	\$ 160,852.86	\$ 263,815.56
	Troy PD	8	1	9	\$ 10,720.40	\$ 2,240.00	\$ 765.00	\$ 11,485.40	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 3,005.00	\$ 765.00	\$ 23,505.40	\$ 38,530.40
	Morgans Point PD	11	0	11	\$ 14,740.55	\$ 3,080.00	\$ 935.00	\$ 15,675.55	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 4,015.00	\$ 935.00	\$ 31,735.55	\$ 51,810.55
	Salado PD	6	0	6	\$ 8,040.30	\$ 1,680.00	\$ 510.00	\$ 8,550.30	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 2,190.00	\$ 510.00	\$ 17,310.30	\$ 28,260.30
	Nolanville PD	12	1	13	\$ 16,080.60	\$ 3,360.00	\$ 1,105.00	\$ 17,186	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 4,465.00	\$ 1,105.00	\$ 35,045.60	\$ 57,370.60
	Killeen ISD PD	27	1	28	\$ 36,181.35	\$ 7,560.00	\$ 2,380.00	\$ 38,561	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 9,940.00	\$ 2,380.00	\$ 78,321.35	\$ 128,021.35
	Central Texas A&M PD	10	5	15	\$ 13,400.50	\$ 2,800.00	\$ 1,275.00	\$ 14,675.50	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 4,075.00	\$ 1,275.00	\$ 30,975.50	\$ 51,350.50
	Teir 2 No Cost	Bell County District Attorney			38																
Bell County Attorney				30																	
Coryell District Attorney																					
Coryell County Attorney																					
Lampasas County Attorney																					

<b>License Cost</b>	Sworn Officers x \$1,340.05
<b>20% Annual Maintenance Cost</b>	License Cost x 20% (268.01 per sworn)
<b>Annual Hosting Cost</b>	Total users x \$85
<b>Year 1 Cost</b>	License Cost + Annual Hosting Cost
<b>Year 2 - 10 Cost</b>	20% Maintenance Cost + Annual Hosting Cost



# INTERAGENCY AGREEMENT CENTURION RMS

RS-22-013

January 18, 2022



# Background

2

- The Killeen Police Department currently uses Hexagon I/LEADS Records Management System (RMS) with Bell County
- The RMS is over 20 years old, runs on software that contains components that are no longer supported by Microsoft and provides poor functionality to Patrol, Records Section, Evidence Section, Investigations, and the Traffic Section

# Background

- A police records management system is “an agency-wide system that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations.
- RMS covers the entire life span of records development, from the initial generation to its completion. An effective RMS allows single entry of data, while supporting multiple reporting mechanisms.

# Background

- The City's Information Technology staff along with the Killeen Police Department conducted a needs analysis and evaluated several software solutions.
- The team evaluated the following RMS Solutions
  - ▣ Tyler Technologies, Inc. (New World)
  - ▣ Motorola (Premier One)
  - ▣ AXON (Axon Records)
  - ▣ Central Square (One Solution)
  - ▣ Mark43 – Conducted Demonstration
  - ▣ Niche – Conducted Demonstration

# Background

- The City requested demonstrations from Mark 43 Inc., and Niche Technology allowing the evaluation team a review and hands-on demo of their systems
- The evaluation committee unanimously agreed on the recommendation to select Niche Technology as the next Police RMS system
- Bell County Law Enforcement agencies are in the process of entering into an agreement with Niche. The Killeen Police Department is one of the agencies that would like to enter into this agreement, to replace the existing RMS

# Background

6

- The current approved CIP budget \$1.4 million
  - ▣ First Year Impact
    - Licensing Cost \$ 355,113.25
    - Hosting Cost \$ 25,925.00
    - Total \$ 381,038.25
  - ▣ Year 2 thru 10
    - Hosting Cost \$ 25,925.00
    - Maintenance Cost \$ 71,022.65
    - Total \$ 96,947.65
  - ▣ Part 2 Data Conversion \$1800 per day (estimated 20 terabytes)
  - ▣ Part 3 Equipment – Additional Data Storage and patrol equipment

# Alternatives

7

- To not enter into the CENTURION Interagency agreement and continue using the current RMS
- Modify the agreement
- Approve the agreement as written

# Recommendation

8

- Staff recommends that the City Council authorize the City Manager or his designee to enter into the CENTURION Interagency agreement



# City of Killeen

## Legislation Details

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**File #:** RS-22-014    **Version:** 1    **Name:** 2021-2022 VOCA Grant  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/17/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution accepting the Victims of Crime Act (VOCA) Crisis Assistance Program grant through the Office of the Governor, Criminal Justice Division.  
**Sponsors:** Police Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Grant Application](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Charles F. Kimble, Chief of Police  
**SUBJECT:** FY 2022 Crisis Assistance Program Grant Application

### **BACKGROUND AND FINDINGS:**

The Victim Assistance Office of the Killeen Police Department applied for and has been awarded a one-year grant from the Office of the Governor, Criminal Justice Division, for the purpose of funding the continuation of the police department's Crisis Assistance Program to be administered through Victim's Assistance. This grant will provide funding for continued professional counseling services to victims of violent crimes, emergency financial assistance for transportation (e.g., bus tickets), temporary immediate shelter services for safety (motel expenses), and emergency safety related repairs to a home structure. Funding from this award will also fund a clerk position for Victim Assistance for one year. This grant covers all salary, benefits, training, and office supply expenses for the clerk position. This is a continuation grant that enhances victim services.

### **THE ALTERNATIVES CONSIDERED:**

1. Decline the grant and discontinue the counseling services to the victims of crime.
2. Accept the grant to continue and enhance the current Crisis Assistance Program already in place that provides counseling services to victims of crime and provides training to staff and volunteers.

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

Staff recommends accepting the grant so that services will continue to be available for victims of crime and enhance the current Crisis Assistance Program.

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

Conforms to City policy.

### **FINANCIAL IMPACT:**

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

The grant award covers the period of October 1, 2021 to September 30, 2022. The total cost of the program over the grant period is \$94,473.40. Of that amount, the grant proceeds will cover \$75,578.40, and City of Killeen matching funds of \$18,734.56 will cover the remaining balance.

The matching funds are included in the Crime Victims Liaison salary and in-kind match of \$160.44 from volunteer hours. The Crime Victims Liaison position was funded in the FY 2022 budget. There is no added fiscal impact to the City of Killeen.

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

One-time expenditure for FY2022

**Is this expenditure budgeted?**

Funds are available in the Law Enforcement Grant Fund upon acceptance of the grant.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends the City Council authorize the City Manager to accept the 2022 VOCA grant award for the Killeen Crisis Assistance Program; the City Manager to sign the application, reject, alter or terminate the grant; to commit to the required matching funds, in the form of in-kind contributions, and to permit the Killeen Police Department to allocate and administer the duties required by the grant, under the oversight of the City's Finance Department. In the event of loss or misuse of grant funds, the City agrees to return all funds to the Criminal Justice Division of the Office of the Governor.

Required Language for Grant:

- Project Name: Crisis Assistance Program
- Commitment from the City to provide all matching funds: Matching funds for this grant are in the form of salary and benefits and in-kind matching.
- Authorized Official for the City of Killeen: Kent Cagle, City Manager.
- The City assures that in the event of loss or misuse of grant funds, the City will return all funds to the Criminal Justice Division (CJD)

**DEPARTMENTAL CLEARANCES:**

Finance  
Human Resources  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Application

Print This Page

**Agency Name:** Killeen, City of  
**Grant/App:** 3597603 **Start Date:** 10/1/2021 **End Date:** 9/30/2022

**Project Title:** Crisis Assistance Program  
**Status:** Application Pending Submission

#### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460015047006

#### Application Eligibility Certify:

Created on:1/14/2021 3:41:06 PM By:Kimberly Isett

#### Profile Information

**Applicant Agency Name:** Killeen, City of  
**Project Title:** Crisis Assistance Program  
**Division or Unit to Administer the Project:** Killeen Police Department-Victim Services Unit  
**Address Line 1:** 101 N College  
**Address Line 2:** PO Box 1329  
**City/State/Zip:** Killeen Texas 76541-5298  
**Start Date:** 10/1/2021  
**End Date:** 9/30/2022

**Regional Council of Governments(COG) within the Project's Impact Area:** Central Texas Council of Governments

**Headquarter County:** Bell

**Counties within Project's Impact Area:** Bell

#### Grant Officials:

##### Authorized Official

**Name:** Kent Cagle  
**Email:** kcagle@killeentexas.gov  
**Address 1:** 101 N College Street  
**Address 1:**  
**City:** Killeen, Texas 76540  
**Phone:** 254-501-7700 Other Phone: 254-383-7945  
**Fax:** 254-634-2484  
**Title:** Mr.  
**Salutation:** Mr.  
**Position:** City Manager

##### Financial Official

**Name:** Kitty Guerrero  
**Email:** cvenzlauskas-guerrero@killeentexas.gov  
**Address 1:** 3304 Community Blvd  
**Address 1:**  
**City:** Killeen, Texas 76542  
**Phone:** 254-501-8952 Other Phone:  
**Fax:** 254-200-7978  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Killeen Police Dept Finance Manager

##### Project Director

**Name:** Judith Tangalin  
**Email:** jtangalin@killeentexas.gov  
**Address 1:** 802 N. 2nd Street  
**Address 1:**  
**City:** Killeen, Texas 76540

**Phone:** 254-501-7743 Other Phone:

**Fax:**

**Title:** Ms.

**Salutation:** Ms.

**Position:** Controller

### **Grant Writer**

**Name:** Kimberly Isett

**Email:** kisett@killeentexas.gov

**Address 1:** 3304 Community Blvd

**Address 1:**

**City:** Killeen, Texas 76542

**Phone:** 254-501-7698 Other Phone: 254-768-1276

**Fax:**

**Title:** Ms.

**Salutation:** Ms.

**Position:** Crime Victim Liaison

### **Grant Vendor Information**

**Organization Type:** Unit of Local Government (City, Town, or Village)

**Organization Option:** applying to provide direct services to victims only

**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI)**

**Number or Vendor ID):** 17460015047006

**Data Universal Numbering System (DUNS):** 068980739

### **Narrative Information**

#### **Introduction**

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

#### **Program-Specific Questions**

##### **Culturally Competent Victim Restoration**

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The City of Killeen has an extremely culturally diverse demographic population due to the City's proximate location to Ft. Hood which integrates multiple cultures and ethnic backgrounds associated with the military and general population. Crime victims in the City of Killeen are not limited to one culture or ethnicity, nor is there one specific group that is targeted more than another. Therefore, crime victim services must be prepared to provide services to all victims because each person has different needs, feelings, ideas, barriers, and cultural diversities. To adequately and fairly serve our diverse population, staff and volunteers from different ethnic and cultural backgrounds will be sought and all staff and volunteers are required to successfully complete cultural diversity training designed to educate them in appropriate crisis assistance for victims and families of different ethnic and cultural backgrounds. The City's crime victim services department also utilizes resources to assist our City's underserved population including our homeless, LGBTQ, mental health, disabled, veterans, seniors, and those with language barriers. Our crime victim services staff is equipped with an international interpreter service to assist with language barriers while providing assistance.

### **Culturally Specific and Underserved Populations**

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

Yes

No

If you answered '**YES**' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter '**N/A**'.

N/A

### **Certifications**

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

#### **Forensic Medical Examination Payments**

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

#### **Confidentiality and Privacy**

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

#### **Activities that Compromise Victim Safety and Recovery**

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

#### **Polygraph Testing Prohibition**

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

#### **Protection Orders**

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

#### **Offender Firearm Prohibition**

The applicant certifies that its judicial administrative policies and practices include notification to domestic

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

### **Criminal Charges**

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

### **Immigration Legal Services**

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

### **Discrimination**

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

### **Records**

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

### **Volunteers**

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

### **Crime Victims' Compensation**

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

### **Community Efforts**

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

### **Civil Rights Information**

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

### **Victims of Federal Crime**

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur

in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

### **No Charge**

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

### **Effective Services**

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

### **College Campus Confidential Direct Services Providers**

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

### **Compliance with State and Federal Laws, Programs and Procedures**

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

### **Legal Assistance for Victims (LAV) Certification**

The applicant certifies that it meets the following federal statutory requirements in regards to the provision of legal advocacy:

- (1) Any person providing legal assistance through a program funded under this VAWA Program
  - (a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
  - (b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
- (2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
- (3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
- (4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Does the applicant meet the criteria outlined above?

Yes

No

### **Civil Rights Liaison**

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Asha Pender

Enter the Address for the Civil Rights Liaison:

Killeen Police Department 3304 Community Blvd. Killeen, Texas 76542

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(254) 501-8811

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**I certify to all of the application content & requirements.**

### **Project Abstract :**

The Crisis Assistance Program will continue to promote the rights of victims of crime and provide victims with immediate access to specific services. These services will include on-scene crisis intervention and support; access to immediate counseling services; access to emergency assistance with transportation, food, clothing, and lodging; access to emergency assistance with home repairs to ensure that victims can establish and maintain safety in their residences; access to financial assistance; and connection to appropriate resources within the community. This project will also promote the continuing education and training of paid and volunteer staff with regard to the most current victim services available in the State of Texas. This project will also include the expansion of the crisis assistance program by hiring one additional staff member with grant funding to ensure that victims receive the most efficient acknowledgement and access to the above-stated services.

### **Problem Statement :**

Due to the high volume of violent incidents within the City of Killeen, Texas, and only one paid staff member dedicated to providing victim services, there is a tremendous need for victim-related services that address the unique needs of each individual case and an additional paid staff member to assist with providing victim-related services. Services provided through this project would include immediate access to crisis intervention and support, access to emergency financial assistance related to medical, transportation, food, lodging, clothing, and safety needs of victims, and immediate access to counseling. Although victims of violent crime are eligible to apply for financial assistance through the Crime Victim Compensation program administered by the Texas Office of the Attorney General, not all victims are eligible to receive benefits and the length of time required to complete the application process, eligibility review, and determination of appropriate benefits may hinder victim's ability to immediately access appropriate medical or dental care. Victim may also experience delay in receiving trauma-informed counseling. An additional need to be addressed within the project is the limited access that victims may encounter because there is only one paid staff member responsible for applying services and supervising volunteer staff. There are very limited financial resources available within the City of Killeen that would allow paid staff and volunteers to enhance and expand their knowledge in the victim services field, while ensuring that most current practices and policies regarding victim services are actively in place. Funding from this grant would allow all of these issues to be appropriately addressed.

### **Supporting Data :**

In 2020, Killeen Police officers generated more than 13,427 offense reports. More than 3,352 reports detailed criminal offenses involving acts of violence that required further investigation, arrest, and/or the application of victim services. More specifically, citizens of Killeen reported approximately 971 felony offenses involving violence and 2,319 misdemeanor offenses involving violence. This includes 31 homicides, approximately 234 sexually based offenses, and approximately 1,400 aggravated assaults. An average of 10 incidents of violence were reported each day in the City of Killeen in 2020. This number does not include general calls for service involving violence that did not result in a criminal offense report.

### **Project Approach & Activities:**



The project will involve applying victim-centered and trauma-informed services. The project activities will include initial and continued training of paid staff and volunteers; the immediate response of victim services staff to victims of violent crime; the application of specific victim services, including immediate crisis intervention/support, eligible emergency financial assistance; and immediate access to counseling services. Access to immediate counseling services would involve activities that are included in the existing program. Notification of the availability of counseling will be provided to victims at the time of initial contact with program staff and through brochures and/or social media marketing. The program will expand its services by offering emergency financial assistance to include costs of emergency related expenses; food, transportation, lodging, clothing; and making a victim's residence safe. The program will also expand with the addition of a paid staff position, a victim services clerk, whose duties will involve assisting the crime victim liaison with case management, direct interaction with victims, and the application of victim-centered and trauma-informed victim services.

### **Capacity & Capabilities:**

This project will be administered by paid staff, volunteer staff, and participating counseling professionals, with supervision by administrative and command staff of the Killeen Police Department and the City of Killeen. At this time, the Killeen Police Department employs a crime victim liaison with regard to the application of victim services. The current crime victim liaison has 13 years of Human Services experience and has been employed with the Killeen Police Department for approximately one year providing victim services in a law enforcement setting. There is no other paid staff member within the City of Killeen Police Department or the City of Killeen dedicated to victim services. This project will allow greater capacity and capability of connecting with victims of crime and it will allow victims that were once excluded from receiving certain services to access those services with little to no waiting period and very few restrictions. The addition of a paid staff member, the victim services clerk, will ensure that the program continues to function efficiently and in a timely manner in an effort to connect with as many victims as possible. By recruiting local counseling service providers, including, but not limited to licensed professional counselors, licensed medical/clinical social workers, psychiatrists, psychologists, and trauma counselors, to participate in the program, the project will ensure that all victims will have access to crisis counseling/therapeutic sessions in a timely manner with no cost to the victim. The training and continuing education that the crisis assistance program staff will receive as a result of this funding will ensure that victims are provided with the most current and efficient services in a timely manner. The project will promote the continued collaboration with local victim service-related organizations, agencies, and programs such as Families in Crisis Safe Shelter for domestic violence and sexual assault victims, Aware Central Texas-Family Violence Unit, the Sexual Assault Response Team at Baylor Scott and White Hospital, and Common Thread, a project of BCFS Health and Human Services. These collaborations will continue in an effort to provide a continuum of care for victims of family violence, sexual assault, and human trafficking.

### **Performance Management :**

The success of this project will be measured or determined by the number of individuals served and by tracking the progress of these individuals as they navigate the criminal justice system and the recovery process. We will utilize grant funded victim services tracking and reporting software to manage performance more efficiently. The crime victim liaison and victim services staff will collect and compile statistical data to track the success of the program and to determine if any modifications to the program are required to achieve the objectives. This statistical data will include, but is not limited to, the amount of time required by staff to assist the individual as well as the number of appointments and the frequency of the appointments required to apply the full scope of services. It is the goal to serve at least 300 victims and/or individuals in crisis in a timely manner, to connect those individuals with services and resources in an effort to address the need for immediate access to crisis intervention and crisis counseling. The crisis assistance program will involve paid staff and volunteers responding at the time of the reporting of the criminal/traumatic incident or initiating contact with individuals following the criminal/traumatic incident in an effort to provide timely services in an attempt to achieve the objective of providing immediate access to applicable services and resources as well as reducing or eliminating an individual's exposure to trauma and/or continued violence.

### **Target Group :**

The group of individuals that will benefit from this program are victims of violent crime, their family members, secondary victims, and at-risk witnesses. This will include residents of the City of Killeen as well as any individuals that reside outside of Killeen, but were victimized within the city limits of Killeen. In 2020, the City of Killeen Police Department responded to approximately 1,880 domestic violence related calls. Specifically, the majority of the population that this program will accommodate will be females between the ages of 25-50, and their children, who have been victims of family violence and who do not have immediate access to financial resources, safe shelter, and professional counseling due to lack of financial means.

### **Evidence-Based Practices:**

The project approach and activities of the Crisis Assistance Program are modeled after evidence based programs. Victim-centered services that include trauma-informed care is supported by research and evaluation completed by Office of Victims of Crime (Vision 21, Transforming Victim Services, May 2013 and Victims of Crime: Indicators of Success Office of Crime Victims Advocacy Victims of Crime Program March 2012 ). In 2015, an article published in the Women's Health Journal, references research that indicates that trauma-informed care is essential in the successful treatment and healing of survivors from even a medical perspective (From Treatment to Healing: The Promise of Trauma-Informed Care-Edward Machtinger, MD; Yvette Cuca, PhD.; Naina Khanna, BS; Carol Dawson Rose, RN, PhD; Leigh Kimberg, MD). Due to this evidence-based research, the practice of victim-centered, trauma-informed care has been in place at the City of Killeen Police Department Crisis Assistance Program for many years and had been well-received by survivors and their family members. Victim-centered and trauma informed services promotes cooperation and collaboration between Killeen Police Department and victims of crime, while recognizing the importance of the victim's own expertise and ability to make sound decisions concerning their recovery and healing.

## Project Activities Information

### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	80.00	Crisis services will include immediate crisis response; crisis support; medical accompaniment and transportation; emergency financial assistance with eligible expenses such as lodging, food, clothing, repair of residences in an effort to ensure safety of victims; coordination of long term safe shelter, assistance with crime victim compensation applications; death notifications; court accompaniment; protective order assistance; funeral benefits assistance; and referrals to appropriate local agencies for assistance and any other eligible activity that will aid in the recovery process.
Professional Therapy and Counseling	20.00	Counseling services, traditional and non-traditional, with participating vendors to include but not limited to licensed professional counselors; licensed clinical social workers; psychiatrists, psychologists; licensed marriage and family therapists. These services are to be provided to victims and eligible family members at no cost to the victim.

### CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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### Measures Information

#### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of counseling hours provided to survivors.	120
Number of survivors receiving counseling / therapy.	15
Number of survivors receiving crisis counseling.	325
Number of victims / survivors seeking services who were served.	325

Number of victims seeking services who were not served.	0
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#### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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#### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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#### Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

### Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

### Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

Yes

No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Grant funded projects are managed according to the terms set forth in the grant agreement, Federal and State law, the City of Killeen's Financial Governance Police, Financial management Policies and other applicable policies, procedures and regulations as listed in section VII. Grants and section IX. Grant Funded Procurement. A copy of our City of Killeen Financial Management Policy detailing specific monitoring protocol is included with this application. A confidential client list and a database detailing services and number of sessions provided to qualifying individuals will be managed by the Project Manager (Crime Victim Liaison). Monitoring deficiencies may result in delayed payments, termination of contract, and appropriate disciplinary action of the Project Manager.

### **Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

### **Fiscal Year**

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2021

Enter the End Date [mm/dd/yyyy]:

9/30/2022

### **Sources of Financial Support**

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

12499101

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

422158

### **Single Audit**

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2019

### **Equal Employment Opportunity Plan**

#### **Compliance**

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

#### **Type I Entity**

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

#### Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

#### **Type II Entity**

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

#### Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Eva Bark, Human Resources Director, 718 N. 2nd St., Bldg. H, Suite B, Killeen, TX 76541

#### **Type III Entity**

Defined as an applicant that is NOT a Type I or Type II Entity.

#### Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

## Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- Type I Entity
- Type II Entity
- Type III Entity

## Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

## FFATA Certification

### Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

## Victim Services Information

### Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Law enforcement

### Purpose of Award

- Continue an OOG-funded victim project funded in a previous year

### Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime Enter whole percentages only	Funds Dedicated to Crime Current Award x Percent Entered
Child Physical Abuse	0	\$0.00
Child Sexual Abuse	0	\$0.00
Domestic and Family Violence	60	\$45,347.04
Child Sexual Assault	6	\$4,534.70
Adult Sexual Assault	10	\$7,557.84
DUI/DWI Crashes	0	\$0.00
DUI/DWI Crashes	0	\$0.00
Assault	10	\$7,557.84
Adults Molested As Children	0	\$0.00
Elder Abuse	0	\$0.00
Robbery	0	\$0.00
Survivors of Homicide	10	\$7,557.84
Adult Human Trafficking	2	\$1,511.57
Child Human Trafficking	2	\$1,511.57
Other Violent Crimes	0	\$0.00
Description:		
Other Non-Violent Crimes	0	\$0.00
Description:		

SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget	\$75,578.40
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### Use of Funds

Does this project provide DIRECT SERVICES to victims:

Yes

No

#### Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.)

#### Personal Advocacy/Accompaniment

- Intervention with employer, creditor, landlord, or academic institution
- Child and/or dependent care assistance (includes coordination of services)
- Transportation assistance (includes coordination of services)
- Interpreter services
- Victim advocacy/accompaniment to emergency medical care
- Victim advocacy/accompaniment to medical forensic exam
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

#### Emotional Support or Safety Services



- Crisis Intervention (in-person, includes safety planning, etc.)
- On-scene crisis response (e.g., community crisis response)
- Individual counseling
- Other therapy (traditional, cultural, or alternative healing
- art, writing, or play therapy
- etc.)
- Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)

#### Shelter/Housing Services

- Relocation assistance (includes assistance with obtaining housing)

#### Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Victim impact statement assistance
- Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and victim/witness)
- Law enforcement interview advocacy/accompaniment

#### Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

## **Types of Victimitizations**

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that is not associated with any of the types provided in the list. Check all that apply:

### Types of Victimitizations

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Bullying (verbal, cyber, or physical)
- Child physical abuse or neglect
- Child pornography
- Child physical abuse or neglect
- Domestic and/or family violence
- DUI/DWI incidents
- Elder abuse or neglect
- Human trafficking: labor
- Human trafficking: sex
- Kidnapping (noncustodial)
- Kidnapping (custodial)
- Other vehicular victimization (e.g., hit and run)

- Robbery
  
- Stalking/harassment
  
- Survivors of homicide victims
  
- Teen dating victimization
  
- Other

If Other is TRUE provide explanation:

Any offense that is associated with violent crime, family violence, criminal trespass, criminal mischief, etc.

**Budget and Staffing**

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget:  
\$75,578.40

Other State Funds:  
\$0.00

Other Local Funds:  
\$0.00

Other Federal Funds:  
\$0.00

Other Non-Federal Funds:  
\$0.00

Total Victimization Program Budget:  
\$75,578.40

Total number of paid staff for all grantee victimization program and/or services:  
COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:  
2

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:

Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:

4160

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:

COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:

3

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:

Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:

180

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

The Crisis Assistance Program incorporates volunteers into program services to assist with case management, victim contact, application of victim services including immediate crisis support, and clerical duties. The program utilizes grant funding to provide necessary training to volunteer staff. Due to COVID-19, our volunteer program is not currently in operation; however, we are hopeful that in 2021, the volunteer program will be able to return.

## **Fiscal Capability Information**

### **Section 1: Organizational Information**

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

### **Section 2: Accounting System**

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

**Section 5: Internal Controls**

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

**Budget Details Information**

**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Clerk	TITLE: Victim Assistance Clerk . DESCRIPTION: Assist Crime Victim Liaison with case management, direct interaction with victims, and application of victim services. TOTAL SALARY: \$40,000	\$40,000.00	\$9,839.56	\$0.00	\$0.00	\$49,839.56	100
Personnel	Intern, Mentor, Service Provider, Student Worker, and/or Support Staff	Police Chaplain 10 hours @ \$16.0442	\$0.00	\$0.00	\$160.44	\$0.00	\$160.44	100
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews,	Professional counseling provided to primary victims, secondary victims and immediate family members. Sessions per person billed at	\$10,000.00	\$2,500.00	\$0.00	\$0.00	\$12,500.00	0

	Counseling, Outpatient, and/or Treatment Services	\$80 per session, not to exceed 8 sessions per victim. Approved COK Letters of Agreement will be kept on file in the CVL office. Potential providers of service include, but are not limited to, Counseling Solutions providers. Agency will contract individual counselors and submit invoices to the CVL as per agreement.							
Travel and Training	In-State Registration Fees, Training, and/or Travel	Crimes Against Women 2021 Virtual Conference May 17-21 & 24-26, 2021. \$525 x2 = \$1,050 . Crimes Against Children 2021 Virtual Conference Date TBD \$400 x2 = \$800 . Every Victim Every Time (EVET) Training. Dates TBD. Price estimated at \$2,700. Texas Victim Assistance Training. Dates TBD. Price estimated at \$800 . Lethality Training . Dates TBD. Price estimated at \$300.00	\$5,650.00	\$1,413.00	\$0.00	\$0.00	\$7,063.00	0	
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	National Office for Victim Assistance (NOVA). This venue changes year to year. In 2021, venue will be in Orlando, FL at the Hilton Bonnet Creek Hotel Sept 11-14, 2021. Registration fee is \$575 + \$900 hotel + \$400 flight = \$1,875	\$1,875.00	\$469.00	\$0.00	\$0.00	\$2,344.00	0	
Travel and Training	Out-of-State Incidentals and/or Mileage	National Office for Victim Assistance (NOVA). This venue changes year to year. In 2021, venue will be in Orlando, FL at the Hilton Bonnet Creek Hotel Sept 11-	\$280.00	\$70.00	\$0.00	\$0.00	\$350.00	0	

		14, 2021. \$280 per diem							
Equipment	Specialized Computer Software	VSTracking Software (SHI) for tracking and reporting to Office of the Governor. \$3,573.40 annually	\$3,573.40	\$893.00	\$0.00	\$0.00	\$4,466.40		1
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Paper, pens, folders, postage, business cards and brochures, staples, adhesive tape, printer ink cartridges, pencils, notebooks, binders, highlighters, correction tape, labels, binder clips, markers, scissors, sheet protectors, stapler, paper clips, envelopes, legal pads, post-it notes, staple remover, hole puncher, dividers, organizer, desk pad, business card holder, tape, brochure holder/displays, letter opener, desk tray, markers, disinfecting wipes, air freshener/deodorizer, USB flash drives, self-inking envelope stamp.	\$6,200.00	\$1,550.00	\$0.00	\$0.00	\$7,750.00		0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Emergency Services provides crisis assistance to victims and their dependents/household members with access to emergency services to include: Emergency transportation: \$800; Emergency food: \$1,000; Emergency clothing: \$1,500; Emergency diapers/wipes/baby supplies: \$200; Emergency home repairs to ensure victims can establish and maintain safety in their residence: \$1,000; Emergency	\$8,000.00	\$2,000.00	\$0.00	\$0.00	\$10,000.00		0



		lodging: \$3,500. Allocation of funds based on the needs of the victims. No other funding sources are available.						
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**Source of Match Information**

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
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**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Budget Summary Information**

**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$10,000.00	\$2,500.00	\$0.00	\$0.00	\$12,500.00
Equipment	\$3,573.40	\$893.00	\$0.00	\$0.00	\$4,466.40
Personnel	\$40,000.00	\$9,839.56	\$160.44	\$0.00	\$50,000.00
Supplies and Direct Operating Expenses	\$14,200.00	\$3,550.00	\$0.00	\$0.00	\$17,750.00
Travel and Training	\$7,805.00	\$1,952.00	\$0.00	\$0.00	\$9,757.00

**Budget Grand Total Information:**

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$75,578.40	\$18,734.56	\$160.44	\$0.00	\$94,473.40

**Condition Of Fundings Information**

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** kisett



VICTIMS OF CRIME ACT (VOCA)  
GRANT FOR FY 2022

RS-22-014

January 18, 2022

# Background

- The Victim Assistance Office of the Police Department has been awarded a one-year grant from the Office of the Governor, Criminal Justice Division, to fund the continuation of the Crisis Assistance Program.
- This grant will provide funding for continued professional counseling services, emergency financial assistance, and temporary shelter services for safety to victims of violent crimes.

# Background

3

- The total grant awarded to the City of Killeen is \$75,578.40.
- In-Kind match is \$18,734.56, which is included in the Crime Victims Liaison salary, and \$160.44 from volunteer hours.

# Alternatives

4

- Decline the grant and discontinue the counseling services to the victims of crime.
- Accept the grant to continue and enhance the current Crisis Assistance Program already in place that provides counseling services to victims of crime and provides training to staff and volunteers.

# Summary

5

- Staff recommends accepting the 2022 VOCA grant in order to allow the Killeen Police Department Crisis Assistance Program to continue to provide resources to the citizens and visitors of Killeen who are victims of violent crime.



# City of Killeen

## Legislation Details

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**File #:** RS-22-015    **Version:** 1    **Name:** HOME-ARP Grant  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/27/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution ratifying the acceptance of the HOME-ARP grant funding in the amount of \$1,778,641.  
**Sponsors:** Community Development Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Grant Agreement](#)  
[Award Letter](#)  
[Fact Sheet](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Leslie Hinkle, Executive Director of Community Development  
**SUBJECT:** HOME-ARP Grant Funding

### **BACKGROUND AND FINDINGS:**

Through the American Rescue Plan Act of 2021, the City of Killeen was allocated \$1,778,641 in HOME-ARP funding from the U.S. Department of Housing and Urban Development. Due to time constraints on accepting the grant, the City Manager executed the grant agreement on behalf of the City on November 4, 2021.

The HOME-ARP funds were allocated through the HOME formula to all cities/counties that qualified for an annual HOME allocation for FY 2021. HOME-ARP funds must be used for individuals or families from the following qualifying populations: homeless; at risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where providing assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability; and veterans and families that include a veteran family member that meets one of the preceding criteria.

HOME-ARP funds can be used only for four basic eligible activities including the production or preservation of affordable housing; tenant-based rental assistance; supportive services, including homeless prevention services and housing counseling; and the purchase or development of non-congregate shelter for individuals and families experiencing homelessness. Additionally, HOME-ARP provides up to 15 percent of the allocation to administrative and planning costs of the City and for any subrecipient administering all or a portion of the grant. Also, HOME-ARP can provide up to 5 percent of the grant for operating costs of non-profits, including homeless providers. Additional funding is available to these organizations for capacity building. Full funding will not be available until the City has amended its FY 21 Annual Action Plan and HUD has reviewed and accepted the substantial amendment to that plan that includes this allocation of HOME-ARP funding with the required consultation processes as outlined in the attached HOME-ARP Program Fact Sheet. The deadline of expenditure of this grant funding is September 30, 2030.

### **THE ALTERNATIVES CONSIDERED:**

1. Ratify the acceptance of HOME-ARP funding in the amount of \$1,778,641
2. Do not ratify the acceptance of HOME-ARP funding in the amount of \$1,778,641

**Which alternative is recommended? Why?**

Alternative 1 to ratify the acceptance of HOME ARP funding in the amount of \$1,778,641 is recommended because it will provide funding that the City would not otherwise receive.

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

Ratify the acceptance of HOME-ARP funding in the amount of \$1,778,641.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Agreement  
Award Letter  
Fact Sheet

# HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act  
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Killeen  Po Box 1329 Killeen, TX 76540-1329	2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP480228	
	3a Tax Identification Number 746001504	3b. Unique Entity Identifier (formerly DUNS) 137820663
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0
a. Formula Funds	\$

7. Current Transaction (+ or -)	\$1,778,641.00
a. Administrative and Planning Funds Available on Federal Award Date	\$88,932.05
b. Balance of Administrative and Planning Funds	\$177,864.10
c. Balance of Formula Funds	\$1,511,844.85

8. Revised Obligation	\$
a. Formula Funds	\$

9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	10. Federal Award Date (HUD Official's Signature Date) 09/20/2021
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11. Indirect Cost Rate*	12. Period of Performance Date in Box #10 - 09/30/2030															
<table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base														
—	—%															
—	—%															
—	—%															
—	—%															

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Shirley J. Henley, CPD Director	14. Signature 	15. Date 09/20/2021
16. For the Grantee (Name and Title of Authorized Official) Kent Cagle, City Manager, City of Killeen	17. Signature Kent Cagle <small>Digitally signed by Kent Cagle Date: 2021.11.04 08:54:20 -05'00'</small>	18. Date / /

19. Check one:     Initial Agreement     Amendment #

lkh hcc

20. Funding Information:	HOME ARP		
Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	\$1,778,641.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

## 22. Special Conditions



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Fort Worth Regional Office, Region VI  
Office of Community Planning and Development  
307 W. 7<sup>th</sup> Street, Suite 1000  
Fort Worth, TX 76102  
www.hud.gov  
cpd\_generalcorr-ftw@hud.gov

October 25, 2021

Kent Cagle, City Manager  
City of Killeen  
Attention: Cinda K. Hayward  
Community Development Administrator  
802 North Second Street  
Killeen, Texas 76541

Dear Mr. Cagle:

Sent via email to: [CHayward@killeentexas.gov](mailto:CHayward@killeentexas.gov)

The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homeless and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 13, 2021, the Department published a notice, titled: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (the Notice), which you are encouraged to review to assist in developing your program. Enclosed is the Grant Agreement for the HOME Investment Partnerships – America Rescue Plan (HOME-ARP) program:

In accordance with the Notice, and the HOME ARP Grant Agreement, a Participating Jurisdiction (PJ), as of the Federal Award Date, may use up to five percent of its total award for administrative and planning costs. Once your HOME-ARP Allocation Plan is approved by HUD, the remaining award will be made available.

HOME Investment Partnerships - American Rescue Plan (HOME-ARP)	\$1,778,641
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Transmittal of this Grant Agreement does not constitute approval of the activities described in your HOME-ARP Allocation Plan. You are reminded that you, as the PJ, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and Tyler.

To establish a Line of Credit for the HOME-ARP award, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct

Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the HOME-ARP Grant Agreement with electronic signatures. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of the agreements to this office to the attention of CPD General Correspondence Mailbox, at [cpd\\_generalcorr-ftw@hud.gov](mailto:cpd_generalcorr-ftw@hud.gov). Maintain a copy of the agreement with your original signature on site in your program files.

HUD congratulates Killeen on its grant awards, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Tyrone Wilkerson, CPD Representative, via email at [tyrone.d.wilkerson@hud.gov](mailto:tyrone.d.wilkerson@hud.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Shirley J. Henley". The signature is fluid and cursive, with the first name "Shirley" being the most prominent.

Shirley J. Henley  
Director

Enclosures

## HOME-ARP Program Fact Sheet: HOME-ARP Allocation Plan

### Overview:

As described in the Getting Your HOME-ARP Grant Fact Sheet, HUD began obligating HOME-ARP grants upon publication of the *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”) to provide PJs with access to 5 percent of the grant for eligible program administration and planning activities. However, to be provided access to the balance of its HOME-ARP funds, a PJ must engage in consultation and public participation processes and develop a HOME-ARP allocation plan. The plan must describe how the PJ intends to distribute HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying populations. PJs will submit the HOME-ARP allocation plan to HUD as a substantial amendment to the Fiscal Year 2021 annual action plan for HUD review and acceptance.

### Consultation and Public Participation:

- **Consultation:** A PJ must consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations to identify unmet needs and gaps in housing or service delivery systems. In its plan, a PJ must describe its consultation process, list the organizations consulted, and summarize the feedback received from these entities. At a minimum, a PJ must consult with:
  - CoC(s) serving the jurisdiction’s geographic area (Note: State PJs are not required to consult with every CoC);
  - Homeless and domestic violence service providers;
  - Veterans’ groups;
  - Public housing agencies (PHAs) (Note: State PJs are not required to consult with every PHA);
  - Public agencies that address the needs of the qualifying populations; and,
  - Public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.
- **Public Participation:** PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. At a minimum a PJ must:
  - Provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of no less than 15 calendar days.
  - Follow its adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan.
  - Hold at least one public hearing during the development of the HOME-ARP allocation plan prior to submitting the plan to HUD.

- Follow applicable fair housing and civil rights requirements and procedures for effective communication, accessibility, and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in its current citizen participation plan.
- Describe in the plan the public participation process, efforts made to broaden public participation, and a summary of public comments and recommendations accepted or not accepted and the reasons why.

#### HOME-ARP Allocation Plan Requirements:

- **Needs Assessment and Gap Analysis:** A PJ must evaluate the size and demographic composition of its qualifying populations and assess their unmet needs. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. In addition, the plan must:
  - Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions under HUD’s definition of “other populations.”
  - Identify priority needs for qualifying populations; and,
  - Explain how level of need and gaps in its shelter and housing inventory and service delivery systems was determined.
- **HOME-ARP Activities:** The plan must:
  - Describe how a PJ will distribute HOME-ARP funds in accordance with its priority needs including the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly.
  - Indicate the amount of HOME-ARP planned for each eligible activity type.
  - Demonstrate that planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.
  - Include a narrative about how the characteristics of its shelter and housing inventory, service delivery system, and the needs identified in the PJ’s gap analysis provided a rationale for the plan to fund eligible activities.
- **HOME-ARP Production Goals:** The plan must estimate the number of affordable rental housing units for qualifying populations that the PJ will produce and describe a specific affordable rental housing production goal and how it will address the PJ’s priority needs.
- **Preferences:** The plan must identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.
- **HOME-ARP Refinancing Guidelines:** If a PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, it must state its refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#).



- **Certifications and SF-424:** A PJ must submit the SF-424, SF-424B, and SF-424D and the required certifications with the HOME-ARP allocation plan, including the following:
  - Affirmatively Further Fair Housing;
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
  - Anti-Lobbying;
  - Authority of Jurisdiction;
  - Section 3; and,
  - HOME-ARP specific certification that a PJ will only use HOME-ARP funds consistent with ARP and the HOME-ARP Notice for eligible activities and eligible costs.

### **Submission Process:**

To submit the plan, a PJ must upload a Microsoft Word or PDF version of the plan as a Grantee Unique Appendix on either the AD-26 screen (for PJs whose Fiscal Year (FY) 2021 annual action plan is a Year 2-5 annual action Plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan), unless instructed by HUD to follow a different submission procedure.

### **HUD Review of the HOME-ARP Allocation Plan:**

- HUD will review a PJ's HOME-ARP allocation plan to determine that it is substantially complete and consistent with the purposes of ARP. If a plan is not disapproved, then the plan is deemed approved 45 days after HUD receives the plan.
- HUD may disapprove a plan in accordance with [24 CFR 91.500\(b\)](#), or if HUD determines that the plan is inconsistent with the purposes of ARP or substantially incomplete.
  - A PJ's plan is inconsistent with ARP if it allocates HOME-ARP funds for uses other than a HOME-ARP eligible activity, as described in the Notice.
  - A PJ's HOME-ARP allocation plan is substantially incomplete if:
    - The PJ does not complete the required public participation or consultation or fails to describe those efforts in the plan;
    - The PJ fails to include the required elements outlined in the Notice, including the amount of HOME-ARP funds for each eligible HOME-ARP activity type;
    - The PJ fails to identify and describe the responsibilities of the subrecipient or contractor administering all of a its HOME-ARP award, if applicable; and/or,
    - HUD rejects the PJ's HOME-ARP certification as inaccurate
- HUD will notify a PJ in writing with the reasons for disapproval and the PJ may revise and resubmit the plan within 45 days after the first notification of disapproval. HUD will respond to accept or disapprove the resubmitted plan within 30 days of receipt.
- The PJ must make the final accepted HOME-ARP allocation plan available to the public in accordance with the same requirements in the PJ's current citizen participation plan.



# RATIFICATION AND ACCEPTANCE OF HOME –ARP FUNDING

RS-22-015

January 18, 2022

# Background

2

- ❑ The American Rescue Plan Act of 2021 appropriated \$5 billion nationally to provide housing, supportive services and shelter for persons who experience homelessness
- ❑ October 25, 2021, the City was notified of the allocation and HUD presented the grant agreement to the City - allocation \$1,778,641
- ❑ All HOME-ARP funding must be expended by September 30, 2030

# Background

3

- The qualifying populations for HOME-ARP funds include:
  - ▣ Homeless persons
  - ▣ Persons At-risk of homelessness
  - ▣ Persons fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking
- HOME-ARP funds can only be used for four eligible activities:
  - ▣ Production or preservation of affordable housing
  - ▣ Tenant-based rental assistance
  - ▣ Supportive Services
  - ▣ Non-congregate shelter

# Requirements of HOME-ARP Funding

4

- **Develop an Allocation Plan** that describes how the City intends to distribute HOME-ARP funds and how the funds will address the needs of the qualifying populations
- **Meetings/Consultations** - The City must meet with agencies and service providers whose clientele include the qualifying populations to identify unmet needs and gaps in housing or service delivery systems
- **Public Participation** – The City must provide for and encourage citizen participation in the development of the HOME –ARP Allocation Plan
  - Provide residents notice and opportunity to comment on the allocation plan, and describe the efforts made to broaden that participation
  - Hold at least one public hearing during the development of the plan prior to submitting it to HUD, provide a summary of public comments

# Allocation Plan Requirements

5

- ❑ Needs Assessment and Gaps Analysis – evaluate size and demographic composition, identify gaps in current shelter and housing inventory as well as service delivery systems
- ❑ Description of HOME-ARP Activities – how the City will utilize/distribute the funds to meet priority needs
- ❑ HOME-ARP Production Goals – estimate # of affordable housing units
- ❑ Preferences- identify if City intends to give preference to one or more qualifying populations
- ❑ HOME-ARP Refinancing Guidelines –If City intends to use HOME-ARP funds to refinance existing debt on housing that is being rehabbed with HOME-ARP funds
- ❑ Certifications –must submit required federal certifications

# HUD Review of Allocation Plan

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- ❑ HUD has 45 days to determine that Allocation Plan is complete and consistent the purpose of HOME-ARP
- ❑ The City must make the approved HOME-ARP Allocation Plan available to the public
- ❑ City must set up a separate local account for deposit of these federal funds
- ❑ HOME –ARP funds have a September 30, 2030 expenditure deadline.

# Funding & Administrative Costs

7

- ❑ The City may immediately use up to 5% of the total grant for administrative and planning costs - \$88,932.05
- ❑ In order to receive the remaining 10% administrative funds \$177,864.10, the City must submit a HOME-ARP Allocation Plan approved by HUD and then all the remaining funds can be made available
- ❑ Total 15% admin/planning funding will allow for the hiring of staff for allocation plan development, project development, grant management, monitoring and compliance with federal requirements
- ❑ Remaining \$1,511,844.85 will go to the eligible projects approved in the Allocation Plan



# Alternatives

8

- Return the HOME-ARP funding to HUD
- Ratify and accept the HOME-ARP funding from HUD and begin process for developing and submitting the Allocation Plan

# Recommendation

9

- Ratify and accept the HOME-ARP funding from HUD and begin process and requirements for creating the Allocation Plan.



# City of Killeen

## Legislation Details

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**File #:** RS-22-016    **Version:** 1    **Name:** ILA - Joint System Cooperation and Strategic Plan  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/16/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution approving an Interlocal Agreement with the City of Temple for Regional Homelessness Cooperation and a Strategic Plan.  
**Sponsors:** City Manager Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Agreement](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Danielle Singh, Assistant City Manager

**SUBJECT:** Interlocal Agreement for Regional Homelessness Cooperation and a Strategic Plan

### **BACKGROUND AND FINDINGS:**

The City recognizes the ever-growing need for a coordinated approach to include community and regional partners along with their resources to functionally end homelessness within our community.

The City of Killeen started the Homeless Outreach Team (H.O.T.) in 2018 to provide professional, humane, and safe responses to individuals facing homelessness and experiencing mental health problems. The program provides support to fill services gaps and respond to individuals facing homelessness in an effort to reduce citations, arrests, EMS transports, and the use of other emergency medical resources. The team assists with basic services such as ID card recovery, obtaining birth certificates and social security cards, family reunification via bus tickets, referrals for shelter/housing, and the search for employment.

Homelessness, mental health crises, coronavirus and housing insecurity has grown tremendously in recent years, resulting in a chronic and serious public health challenge. A coordinated approach to include regional resources and partners is needed to address homelessness within our community. There are many resources within the region dedicated to providing resources to individuals experiencing homelessness, but the region lacks a coordinated effort of utilizing these resources towards a common goal of reducing and functionally ending homelessness in our community.

In March 2021, the City Council issued a motion of direction for City Staff to work with the City of Temple to join efforts on a homelessness strategic plan that would include measurable goals and strategies and identify existing County-wide resources and service gaps. In preparation of this strategic plan, a county assessment was completed by the Council of State Governments Justice Center in August, identifying strengths and gaps in crises response as it relates to mental health and homelessness. Through this process, it became evident that any effort to reduce homelessness must include a comprehensive approach to include addressing mental health issues that are often an underlying cause of homelessness.

The cities of Killeen and Temple would like to enter into an Interlocal Agreement to create a regional partnership to address homelessness and to develop a mental health and homelessness strategic plan. The City of Temple and the City of Killeen will each contribute

\$50,000 for the development of the strategic plan and will work cooperatively to ensure execution of the plan once developed.

**THE ALTERNATIVES CONSIDERED:**

1. The City may decide not to enter into an Interlocal Agreement with the City of Temple and continue to work towards addressing homelessness with current resources.
2. Enter into an Interlocal Agreement with the City of Temple to coordinate, create, and execute a strategic plan to cohesively address homelessness in the region.

**Which alternative is recommended? Why?**

Staff recommends the City enter into the Interlocal Agreement with the City of Temple to coordinate, create, and execute a strategic plan to cohesively address homelessness in the region. Entering into this agreement will allow a more strategic and targeted approach for ending homelessness in the community and provide a plan with measurable outcomes to ensure that resources are available and being used in the most beneficial manner.

**CONFORMITY TO CITY POLICY:**

This agreement conforms to all applicable state and local laws.

**FINANCIAL IMPACT:**

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

This agreement authorizes the expenditure of \$50,000 in FY22.

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

This is a one-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are available through the existing CDBG-CV planning and administration account 228-3250-426.50-86.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends the City Council approve entering into an Interlocal Agreement with the City of Temple for Regional Homelessness Joint System Cooperation and coordinate for the development of a Strategic Plan.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement

**INTERLOCAL AGREEMENT  
FOR REGIONAL HOMELESSNESS  
JOINT SYSTEM COOPERATION AND STRATEGIC PLAN**

This agreement (“AGREEMENT”) is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (“KILLEEN”) and the City of Temple, Texas, a municipal corporation situated in Bell County, Texas (“TEMPLE”), collectively referred to in this Agreement as the “Parties.” This agreement is authorized by Chapter 791 of the Texas Government Code, the “Interlocal Cooperation Act.”

**RECITALS**

**WHEREAS**, parties to this Agreement wish to coordinate to create and execute a strategic plan that will enable and facilitate a cohesive strategy to address homelessness, establish standards for and accountability of programs improving the delivery of services, and enhance the outcomes for individuals receiving such services; and

**WHEREAS**, both KILLEEN and TEMPLE recognize that the largest population of individuals experiencing homelessness and at risk of experiencing homelessness in Bell County is located within these two primary cities and find that a joint and cooperative undertaking to effectively and consistently coordinate solutions and provision of services within Bell County is beneficial; and

**WHEREAS**, each city has the desire and need to implement a systematic, long-term response that ensures homelessness is prevented whenever possible, or if it cannot be prevented, is a rare, brief and a one-time experience; and

**WHEREAS**, the collaboration of a joint project for a homelessness strategic plan, development of services, and the implementation of strategies where the communities measurably reduce and end homelessness and sustain the progress thereof is in the common interest of both parties hereto; and

**NOW THEREFORE**, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

**Section 1. Purpose.** The purpose of this AGREEMENT is to establish the scope of coordination as it relates to creating a homelessness strategic plan and implementing a regional approach to addressing homelessness and responsibilities of each party as it relates to these efforts.

**Section 2. Strategic Plan.** KILLEEN and TEMPLE will jointly work to create a five-year strategic plan addressing mental health and homelessness to reduce and prevent homelessness in the region and strengthen the physical health, mental health, and social service supports for individuals experiencing or at risk of homelessness in the region.

A. TEMPLE will serve as the project manager for the strategic plan, issue the request for proposals, and enter into a contract with the selected Consultant.

B. KILLEEN AND TEMPLE agree once the proposals are submitted, both parties will be equally involved in selecting the Consultant and work to establish an acceptable calendar of work.

C. KILLEEN AND TEMPLE agree to work jointly throughout the process and development of the plan.

D. KILLEEN AND TEMPLE will assume all costs equally associated with the strategic plan, not to exceed \$50,000 by either Party. TEMPLE will invoice KILLEEN on a monthly basis for services rendered by the selected Consultant. KILLEEN will remit payment within 30 days of receiving the invoice.

E. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. Parties agree to comply with all applicable regulations associated with the use of any federal funds.

**Section 3. Regional Coordination and Implementation.** KILLEEN AND TEMPLE will work cooperatively to implement strategies identified by the Consultant in the Strategic Plan to develop a regional plan to reduce homelessness.

**Section 4. Additional Agreements.** This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

**Section 5. Joint Obligations.** The Parties agree:

A. To meet upon request of either Party throughout the course of the Agreement to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting this Agreement.

B. Not to unreasonably interfere with or delay progress under this Agreement.

C. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.

D. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.

E. To execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.



**Section 6. Term.** This Agreement will be deemed to be effective (“Effective Date”) after approval of each Party’s governing body and upon the date of the last signature and shall terminate upon the earliest to occur: a) thirty days following written notice by any party hereto prior to expenditure of funds; b) termination pursuant to Section 8 below; OR c) mutual agreement.

**Section 7. Relationship of Parties.** The parties shall not be deemed in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the other to any agreement. This Agreement is not assignable or transferable by either party without the all other parties’ written consent.

**Section 8. Default and Remedies.**

A. Each of the following constitutes a material breach of this Agreement and an Event of Default: (i) failing to fully and timely perform any covenant under this Agreement; and (ii) making any representation found to be materially false, misleading, or erroneous in connection with the Project.

B. If any party should commit an Event of Default, the party alleging such default shall give the other party not less than ten (10) days’ notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days’ written notice is impractical due to a threat of harm to life or property, then the party alleging the failure shall give the other party such notice as may be reasonable under the circumstances.

C. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.

D. Each party waives all special, incidental, consequential or punitive damages.

E. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

F. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which that party may be entitled.

**Section 9. Notice.** All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the party to be notified or at such party's address for purposes of notice as set forth herein. A change in the notice address of any party may be affected by serving written notice of such change and of such new address upon the other party in the manner provided herein. Initially, notices shall be addressed as follows:

TO TEMPLE:

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TO KILLEEN:

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**Section 10. Miscellaneous.**

A. Assignment of Contract. Parties may not assign this Agreement or any rights under the Agreement without the prior written consent of the other party, and any attempted or purported assignment in the absence of such consent shall be void. However, nothing herein shall be construed to prevent Killeen from subcontracting as provided herein.

B. Binding Effect. Subject to the provisions regarding assignment, this Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

C. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third party claim.

D. Governing Law; Venue. The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

E. Severability. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

F. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the parties, and thus should not be construed strictly for or against either party.

G. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

H. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter

attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

I. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the subject matter of this Agreement.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF KILLEEN, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed by its authorized representative.

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

Kent Cagle, City Manager

\_\_\_\_\_

Date

ATTEST:

\_\_\_\_\_

Lucy Aldrich, City Secretary

APPROVED BY THE CITY COUNCIL FOR THE CITY OF TEMPLE, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed by its authorized representative.

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

Brynn Myers, City Manager

\_\_\_\_\_

Date

ATTEST:

\_\_\_\_\_

Jana Lewellen, City Secretary



## INTERLOCAL AGREEMENT FOR MENTAL HEALTH & HOMELESSNESS STRATEGIC PLAN

RS-22-017

January 18, 2022

# Background

- ❑ KPD Homeless Outreach Team (H.O.T.) program began in 2018 to bridge gaps and provide basic supportive services
- ❑ Homelessness, mental health issues, and housing insecurity continues to grow throughout Bell County and our nation
- ❑ Numerous services and programs exist in Bell County but agencies tend to operate individually
- ❑ A cooperative, coordinated effort is needed to address homelessness regionally
- ❑ This Interlocal Agreement will allow Killeen and Temple to organize and coordinate efforts to address homelessness in a comprehensive way
- ❑ Each city will contribute \$50,000 towards a regional strategic plan to address homelessness and mental health

# Alternatives

- ❑ Do not enter into an interlocal agreement with the City of Temple to develop and implement a regional strategic plan to address mental health and homelessness
- ❑ Enter into an interlocal agreement with the City of Temple to develop and implement a regional strategic plan to address mental health and homelessness

# Recommendation

4

- Authorize the City manager or his designee to enter into an interlocal agreement with the City of Temple to develop and implement a regional strategic plan to address mental health and homelessness





# City of Killeen

## Legislation Details

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**File #:** RS-22-017    **Version:** 1    **Name:** Election Services Contract  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/27/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution approving an election services contract with Bell County.  
**Sponsors:** City Secretary  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Contract](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Traci Briggs, City Attorney  
**SUBJECT:** Election Services Contract

### **BACKGROUND AND FINDINGS:**

On January 11, 2022, the City Council called the general election to be held on May 7, 2022. On November 19, 2021, the City Secretary received a notice from the Texas Secretary of State's office that the Texas Legislature adopted two joint resolutions in the Second and Third Special Sessions. As a result, there will be a statewide constitutional amendment election held on May 7, 2022. This constitutional amendment election will be administered by Bell County.

To eliminate voter inconvenience and confusion with multiple ballots and multiple polling sites, it is recommended that the city hold a joint election with Bell County which requires an election services contract.

As identified in the contract, Bell County will: procure and distribute all election supplies to include ballots, ballot boxes, voting booths, and voting machines; prepare the machines for use at the polling places; arrange for the use of a central counting station and for the tabulating personnel; and publish/post the legal notice of the date, time, and place of the test of the electronic equipment.

### **THE ALTERNATIVES CONSIDERED:**

The alternatives to consider are to hold a joint election with Bell County or to hold a separate election.

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

Holding a joint election with Bell County is the recommendation. Conducting a separate election could be confusing and inconvenient to the voting citizens.

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

Holding a joint election with Bell County conforms to Article IX of the City Charter authorizing for an election services agreement between governmental entities to conduct joint elections as provided for in the Texas Election Code.

**FINANCIAL IMPACT:**

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

The estimated cost is \$3,200

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

Holding an election is a recurring expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in General Fund City Secretary account 010-1010-416.50-45.

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

N/A

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

Yes.

**RECOMMENDATION:**

Staff recommends the City Council approve an election services contract with Bell County.

**DEPARTMENTAL CLEARANCES:**

Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Contract

**ELECTION SERVICES  
CONTRACT WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF BELL**

**THIS CONTRACT** made this \_\_\_\_\_ day of January, 2022, by and between  
Kent Cagle, City Manager representing City of Killeen, hereinafter referred to as  
(Person representing entity) (Entity Name)

“Political Subdivision,” and Shay Luedeke, Interim County Election Officer of Bell County, Texas hereinafter referred to as “Contracting Officer,” and by authority of Section 31.092(b), Texas Election Code, for the conduct and supervision of the City of Killeen election to be held on  
(Entity Name)

May 7, 2022. **THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out:

**DUTIES AND SERVICES OF CONTRACTING OFFICER**

The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Procure and distribute all necessary election supplies, including:
  - 1. Ballots
  - 2. Ballot boxes and voting booths
- (b) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places. Equipment includes the ES&S ExpressVote Accessible electronic ballot marker and ES&S Model DS200 Precinct scanner and Tabulator.
- (c) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment. Equipment used is ES&S Model DS850 Central Scanner and Tabulator.
- (d) Publish/Post the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (e) Perform any necessary maintenance or repair on the furnished machines and equipment.
- (f) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Political Subdivision who are responsible for holding the election.

## **GENERAL CONDITIONS**

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the Political Subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the failure to pay a claim.
- (c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Bell County, Texas.
- (d) Only actual expenses directly attributable to an election services contract may be charged, Texas Election Code Section 31.100 (b). An election services contract must include an itemized list of estimated election expenses. If the estimated expenses, not including the fee charged under Subsection (d), exceed the actual expenses, the amount of the difference shall be refunded to the contracting authority, Texas Election Code 31.100 (c). A fee charged by the officer for general supervision of the election may not exceed 10 percent of the total amount of the contract, but may not be less than \$75, Texas Election Code Section 31.100 (d).
- (e) The Political Subdivision shall have the right to terminate this contract by written notice to the Contracting Officer, and in that event the Political Subdivision shall only be liable for expenses and fees allowable under subparagraph (d) and incurred prior to the Contracting Officer's receipt of such notice of termination.
- (f) The Contracting Officer may enter into a separate elections services contract with another political subdivision for an election conducted on the same day, provided that no such contract will materially interfere with the performance of the Contracting Officer's obligations hereunder.
- (g) This contract constitutes the entire agreement of the parties concerning election services for the election described above, and there are no oral representations, warranties, agreements or promises pertaining to such services not incorporated in writing in this contract. This contract may be amended only by an instrument in writing signed by the parties. Neither party may assign this contract or its rights or duties hereunder without the written consent of the other, and any attempted or purported assignment in the absence of such consent shall be void. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions with remain in effect without the unenforceable parts.

**WITNESS** the following signatures and seal:

City of Killeen  
(Entity Name)

By: \_\_\_\_\_  
Kent Cagle, City Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Shay Luedeke, Interim Bell County Elections Administrator

\_\_\_\_\_  
Date

# CITY AND SCHOOL FEE SCHEDULE MAY ELECTIONS

Description	FEE
<b>ELECTION PROGRAMMING</b>	
Contests/Issues @ \$20.15 each	\$20.15
Candidate/Responses @ \$11.15 each	\$11.15
ExpressVote ENG Candidates / Yes-No @ \$10.75 each	\$10.75
ExpressVote ENG Contest/Issues @ \$18.45 each	\$18.45
ExpressVote ENG Props/Amends @ \$22.80 each	\$22.80
ExpressVote ENG Ballot Faces @ \$17.15 each	\$17.15
ExpressVote SPA Candidates / Yes-No @ \$10.75 each	\$10.75
ExpressVote SPA Contest/Issues @ \$18.45 each	\$18.45
ExpressVote SPA Props/Amends @ \$22.80 each	\$22.80
ExpressVote SPA Ballot Faces @ \$17.15 each	\$17.15



# ELECTION SERVICES

RS-22-016

January 18, 2022



# Background

- ❑ On January 11, 2022, City Council called the May 7, 2022 General Election
- ❑ On November 19, 2021, the Texas Secretary of State's office notified the City of a statewide constitutional amendment election, which will be administered locally by Bell County on May 7, 2022
- ❑ For voter convenience, it is recommended that the City enter into an Election Services Contract with Bell County

# Agreement

3

- Duties and Services of Bell County:
  - ▣ Oversee Election Judges and Clerks
  - ▣ Procure Ballots and Election Supplies
  - ▣ Prepare Voting Machines for Use
  - ▣ Arrange for a Central Counting Station
  - ▣ Publish Notice for Testing of Election Equipment



4

## Voting Equipment

ES&S ExpressVote Accessible Electronic Ballot Marker

DS200 Precinct Scanner and Tabulator

# Fiscal Impact

5

- The City's estimated cost to conduct the election is \$3,200

# Recommendation

6

Staff recommends the City Council approve an Election Services Contract with the Bell County for the *May 7, 2022, City of Killeen Election.*



# City of Killeen

## Legislation Details

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**File #:** RS-22-008    **Version:** 1    **Name:** Appointments to Crime Committee  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/21/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution appointing members to the Committee for Crime Solutions.  
**Sponsors:** City Council, City Attorney Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
1/11/2022	1	City Council		
1/4/2022	1	City Council Workshop		



## STAFF REPORT

**DATE:** January 4, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Traci Briggs, City Attorney  
**SUBJECT:** Appointing Members to the Committee for Crime Solutions

### **BACKGROUND AND FINDINGS:**

The City Council created the Committee for Crime Solutions in March 2021 (RS 21-033) and approved a Memorandum of Agreement (MOA) for the Committee in May 2021 (RS 21-065). When created, the concept was that various entities and citizen groups would comprise the committee. At this time, only the City of Killeen and Bell County have approved the agreement, with the City of Harker Heights declining to participate.

The City Council will appoint one (1) councilmember and three (3) City of Killeen community members. The Bell County Commissioners Court has appointed Commissioner John Driver.

### **THE ALTERNATIVES CONSIDERED:**

The City Council may choose not to appoint any members at this time, appoint one or more members or appoint one (1) councilmember and three (3) City of Killeen community members.

Councilmember	Ken Wilkerson
Community member	_____
Community member	_____
Community member	_____

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

Staff recommends that the City Council appoint one (1) councilmember and three (3) City of Killeen community members so that the committee can begin to meet.

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

This item conforms to city policy.

### **FINANCIAL IMPACT:**

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

There is no fiscal impact associated with this item.

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends that the City Council appoint the councilmember and three (3) City of Killeen community members listed above.

**DEPARTMENTAL CLEARANCES:**

N/A

**ATTACHED SUPPORTING DOCUMENTS:**

N/A





# COMMITTEE FOR CRIME SOLUTIONS APPOINTMENTS

RS-22-008

January 4, 2022

# Background

- ❑ The City Council created the Committee for Crime Solutions in March 2021 and approved a Memorandum of Agreement for the Committee in May 2021.
- ❑ The intent was for various governmental entities and community organizations to study crime, recommend solutions to crime, and coordinate and execute efforts.
- ❑ To date, the City of Killeen and Bell County have approved the agreement.

# Appointments

3

- ❑ The City Council appoints:
  - ▣ One (1) councilmember
  - ▣ Three (3) City of Killeen community members
- ❑ The Bell County Commissioners Court has appointed Commissioner John Driver.
- ❑ As provided in the MOA, the Committee will appoint other participants from youth, faith-based or civic organizations.

# Alternatives

4

- The City Council may:
  - ▣ Choose not to appoint any members at this time
  - ▣ Appoint one or more members
  - ▣ Appoint one (1) councilmember and three (3) City of Killeen community members

# Recommendation

5

- Staff recommends that the City Council appoint one (1) councilmember and three (3) City of Killeen community members to the Committee for Crime Solutions.



# City of Killeen

## Legislation Details

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**File #:** RS-22-018    **Version:** 1    **Name:** Procurement of Fleet Parts and Tires  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 12/20/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the procurement of fleet parts through NAPA, O'Reilly, and Lonestar Freightliner in an amount not to exceed \$287,000 and tires through Southern Tire Mart in an amount not to exceed \$203,000.  
**Sponsors:** Finance Department, Fleet Services, Purchasing  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Contracts](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2021  
**TO:** Kent Cagle, City Manager  
**FROM:** Jonathan Locke, Executive Director of Finance  
**SUBJECT:** Procurement of Fleet Parts and Tires

### **BACKGROUND AND FINDINGS:**

The City of Killeen Fleet Services Division provides the maintenance and repair required to keep the City's approximately 1,012 units of fleet functioning properly. To accomplish this feat, there are numerous parts and tires procured daily. The costs of those items are then charged back to the corresponding City departments as they are used. The regularly used parts and tires are stocked at Fleet Services to facilitate timely repairs. The items not stocked within the 2,911 distinct parts within Fleet Services are purchased as needed and delivered to Fleet Services by the vendor.

Fleet Services purchases parts from 47 vendors that offer cooperative pricing and/or dealer only parts totaling approximately \$745,000 annually. Four of these vendors exceed the \$50,000 annual threshold and therefore require City Council approval.

The primary vendors for fleet parts are the local NAPA, O'Reilly and Lonestar Freightliner. During the preceding three fiscal years, the combined average amount spent with these three vendors was \$271,000. The total estimated amount to be spent in FY 2022 is \$287,000.

All three vendors offer significant savings to the City through their cooperative contracts. NAPA provides cooperative pricing pursuant to Sourcwell contract #032521-GPC, effective through May 19, 2025, O'Reilly pursuant to The Interlocal Purchasing System (TIPS) contract #180603, effective through August 31, 2023 and Lonestar Freightliner pursuant to BuyBoard contract #601-19, effective through November 30, 2022. The cooperative pricing structure with NAPA offers a savings of 43% to 60% off list price, O'Reilly offers a minimum savings of 41% off list price, and Lonestar provides savings of 10% to 14% off list price.

The vendor for new tires offering significant savings and service to the City is Southern Tire Mart of Waco, TX. During the preceding three fiscal years, the average cost of tires has been \$184,000. The total estimated amount to be spent with Southern Tire Mart in FY 2022 is \$203,000.

Southern Tire Mart has provided new tires to the City for several years utilizing cooperative pricing pursuant to the TASB BuyBoard contract #636-21, effective through February 29, 2024. The cooperative pricing structure with Southern Tire Mart offers a savings of 20% to 50% off list price.

**THE ALTERNATIVES CONSIDERED:**

- 1.) Disapprove the purchase of parts through NAPA, O'Reilly, and Lonestar and tires through Southern Tire Mart.
- 2.) Approve the purchase of parts through NAPA, O'Reilly, and Lonestar and tires through Southern Tire Mart.

**Which alternative is recommended? Why?**

The second alternative is recommended. It provides the most efficient use of City resources and ensures the best value for purchasing the quantity and variety of parts and tires required by the City.

**CONFORMITY TO CITY POLICY:**

Fleet Services is seeking approval to purchase parts and tires for various departments from NAPA, O'Reilly, Lonestar Freightliner, and Southern Tire Mart through their cooperative contracts. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

**FINANCIAL IMPACT:**

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

The estimated amount to be spent in FY 2022 for fleet parts with NAPA, O'Reilly and Lonestar combined is \$287,000. The estimated amount to be spent in FY 2022 for fleet tires with Southern Tire Mart is \$203,000.

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

Recurring

**Is this expenditure budgeted?**

Yes, in each department/division's 42-51 (on-road) and/or 42-33 (off-road) repairs and maintenance accounts.

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

N/A

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

Yes



**RECOMMENDATION:**

City Council authorize the procurement of fleet parts through NAPA, O'Reilly, and Lonestar Freightliner in an amount not to exceed \$287,000 and tires through Southern Tire Mart in an amount not to exceed \$203,000.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Contracts  
Certificates of Interested Parties



## PARTS SUPPLY PROGRAM ALERT

### *NAPA Auto Parts Supply Program Activation*

Sourcewell (formerly NJPA) has awarded a contract to NAPA Auto Parts (**Contract # 032521-GPC**) for automotive and truck replacement parts and tires with related equipment, accessories and services. **This contract runs through May 19, 2025.** This national cooperative contract allows states, counties, cities, school districts and other state agencies and non-profit organizations to start purchasing parts on the program today without going to bid. Your state has already adopted the Sourcewell contract at the state level so you are eligible right now, pending establishing your own Sourcewell membership, which is completely free to governments.

***This NAPA Fleet program will benefit your parts operation by offering:***

- ***Competitive national account pricing***
- ***Service improvements by sourcing from local stores***
- ***Increased parts availability***
- ***Reduced wait times and increased on-demand fill rates***
- ***Dedicated local customer support***

NAPA has already notified the local stores in your area to reach out to you to start purchasing on the contract, but please reach out to them first if you have the opportunity.

Thank you very much for your participation in this new initiative and your dedication to supporting Sourcewell's purchasing mission. If you have any questions about this contract or your eligibility, please contact Maureen Knight, Sourcewell Contract Manager, (218) 895-4114, [maureen.knight@sourcewell-mn.gov](mailto:maureen.knight@sourcewell-mn.gov).

**If you are not currently a Sourcewell member, here's how to sign up:**

1. Visit [www.sourcewell-mn.gov/become-member](http://www.sourcewell-mn.gov/become-member)
2. Fill out the brief online membership application
3. Wait for confirmation and a membership number from Sourcewell.
4. Contact your NAPA store to buy on the program.



# Sourcewell RFP #032521 Aftermarket Vehicle Parts and Supplies

## Sourcewell 9074 Pricing Profile - United States Version

Bidder Name: **NAPA Auto Parts U.S. (Genuine Parts Company)**

Catalog Website: [www.napaprolink.com](http://www.napaprolink.com)

CATEGORY	DESCRIPTION	% DISCOUNT Off List
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	43%
4	BEARING, BALL AND ROLLER	50%
5	BELTS AND HOSES	43%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	60%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR & TRANSMISSION	56%
11	GASKETS AND SEALS	51%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	51%
14	OILS AND LUBRICANTS; REG. & SYN.	50%
15	PUMPS, FUEL AND WATER	49%
16	SUSPEN., SHOCKS, STRUTS, & STEER.	48%
17	WIPERS/WASHERS	50%
18	SHOP SUPPLIES & EQUIPMENT	45%
19	WINTER ACCESSORIES	52%

Note: '% DISCOUNT off of List' is approximate as the actual profile calculation is based on a different base factor and could vary by product line by line/family by family.



February 19, 2020

City of Killeen  
Attn: Frank Tydlacka  
PO Box 1329  
Killeen, TX. 76540

RE: Pricing for O'Reilly Account 100183, City of Killeen

Dear Frank,

O'Reilly Auto Parts thanks you for continuing to choose us as your supplier. This letter is to confirm that the pricing profile established for the City of Killeen account (# 100183) is set up with pricing in compliance with the TIPS cooperative program contract #180603 effective through 8/31/2023, with an option to renew for an additional year. When this contract is due for renewal, we fully expect to be among the awarded vendors on the new contract which will have another four to five year term. The pricing profile in place for TIPS customers has been beneficial to cooperative members as well as TIPS and will, most likely, remain in place for the new contract when it is finalized.

This pricing profile gives the City of Killeen a minimum discount of 41% off of List price on all automotive parts, tools, equipment, paint, accessories and supplies offered through our catalog. Because this was a competitively bid contract, many product lines have discounts greater than 41%. If you have not already done so, you can register your account with our online customer portal at [www.firstcallonline.com](http://www.firstcallonline.com) to look up parts, verify pricing/discounts and even place orders.

O'Reilly values keeping more of the City's money locally which is why we maintain a local presence with five stores in Killeen. Our local Killeen team members are a vital key to our success from the great services they provide such as free delivery and "hot-shot" services, when the City has a critical need, to hours of operation that extend beyond the typical business day for when a vehicle just can't wait until tomorrow to be repaired and back on the road. We look forward to providing great parts and outstanding service to the City of Killeen for many more years to come.

Respectfully,



**Roanen T.W. Barron**

Senior Bid Analyst  
Phone: 417-829-5879  
Fax: 417-874-7199  
[rbarron8@oreillyauto.com](mailto:rbarron8@oreillyauto.com)

[ELECTRIC POWER](#) [DISASTER RELIEF](#) [SIGN UP](#) [ALL CONTRACTS](#) [ALL VENDORS](#)

[HOME](#) [CONTRACTS](#) [MEMBERSHIP](#) [VENDORS](#) [EDGAR & FEDERAL COMPLIANCE](#) [COVID](#) [ABOUT US](#)



**AUTOMATED VENDOR (DO NOT SEND PO TO TIPS)**

EMAIL PURCHASE ORDER TO: [publicsector@oreillyauto.com](mailto:publicsector@oreillyauto.com)

**Notice:**

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

**[TIPS Purchase Order Procedure here](#)**

[OVERVIEW](#) [DUE DILIGENCE](#) [CONTACTS](#) [PRINT PROFILE](#) [MARKETING](#)

[REGISTRATION](#)

## O'Reilly Auto Parts

**CONTRACT 180603** Vehicle Parts, Supplies, Equipment and Affiliated Services

End Date: Aug-31-2023

EDGAR COMPLIANCE : (Contact TIPS for Verification)

CONTRACT DOCUMENTS

- [Bid Responders](#)
- [Bid Request](#)
- [Bid Advertisement](#)

VENDOR DOCUMENTS

- [Vendor Contract](#)

# TIPS VENDOR AGREEMENT

Between O'Reilly Auto Enterprises DBA O'Reilly Auto Parts  
and  
THE INTERLOCAL PURCHASING SYSTEM (TIPS),  
a Department of Texas Education Service Center Region 8  
For  
RFP 180603 Vehicle Parts, Supplies, Equipment and Affiliated Services

## General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor or vendor assigned company.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for five (5) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

- 31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? No
- 32 Yes - No Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  
  
(A) has its principal place of business in Texas;  
  
OR  
  
(B) employs at least 500 persons in Texas? Yes
- 33 Company Residence (City) Vendor's principal place of business is in the city of? Springfield
- 34 Company Residence (State) Vendor's principal place of business is in the state of? Missouri
- 35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. 41%
- 36 TIPS administration fee By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member. (No Response Required)
- 37 Yes - No Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Yes
- 38 Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? Yes





## Vendor Contract Information Summary

**Vendor Name** Lonestar Freightliner Group LLC  
**Contact** Jason Wade  
**Phone Number** 2547529735  
**Email** jwade@lonestartruckgroup.com  
**Website** www.lonestartruckgroup.com  
**Federal ID** 75-2915507  
**Accepts RFQs** Yes  
**Address Line 1** 2051 Hughes Road  
**Vendor City** Grapevine  
**Vendor Zip** 76051  
**Vendor State** TX  
**Vendor Country** USA  
**Delivery Days** 120  
**Freight Terms** FOB Destination  
**Payment Terms** Net 30 days  
**Shipping Terms** Pre-paid and added to invoice  
**Ship Via** Common Carrier  
**Is Designated Dealer** No  
**EDGAR Forms Received** Yes  
**Service-Disabled Veteran Owned** No  
**Minority Owned** No  
**Women Owned** No  
**Is National** Yes  
**No Excluded Foreign Terrorist Orgs** Yes  
**No Israel Boycott Certificate** Yes  
**Is MWBE** No  
**Regions Served** All Texas Regions  
**States Served** All States  
**Contract Name** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor  
**Contract #** 601-19  
**Effective Date** 12/01/2019  
**Expiration Date** 11/30/2022  
**Service Fee Note** Vehicle purchase orders are subject to a \$400 service fee  
**Quote Reference Number** 601-19  
**Additional Dealers** See Dealer Distributor link for dealer list



## Vendor Contract Information Summary

**Vendor Name** Southern Tire Mart, LLC  
**Contact** Richard Conwill  
**Phone Number** 8777864681  
**Email** gov-sales@stmtires.com  
**Website** www.stmtires.com  
**Federal ID** 06-1689011  
**Accepts RFQs** Yes  
**Address Line 1** 800 Highway 98  
**Vendor City** Columbia  
**Vendor Zip** 39429  
**Vendor State** MS  
**Vendor Country** USA  
**Delivery Days** 14  
**Freight Terms** FOB Destination  
**Payment Terms** Net 30 days  
**Shipping Terms** Pre-paid and added to invoice  
**Ship Via** Company Truck  
**Is Designated Dealer** No  
**EDGAR Forms Received** Yes  
**Service-Disabled Veteran Owned** No  
**Minority Owned** No  
**Women Owned** No  
**Certificate Number** N  
**Certifying Agency** N  
**Is National** Yes  
**No Excluded Foreign Terrorist Orgs** Yes  
**No Israel Boycott Certificate** Yes  
**Is MWBE** No  
**Regions Served** All Texas Regions  
**States Served** Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, Nebraska, New Mexico, Oklahoma, Tennessee, Texas, Utah, Virginia  
**Contract Name** Tires, Tubes, Supplies and Equipment  
**Contract #** 636-21  
**Effective Date** 03/01/2021  
**Expiration Date** 02/29/2024

February 3, 2021

Sent Via Email: [richard.conwill@stmtires.com](mailto:richard.conwill@stmtires.com)

Richard Conwill  
Southern Tire Mart, LLC  
800 Highway 98  
Columbia, MO 39429

Welcome to BuyBoard!

**Re:** Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 636-21, Tires, Tubes, Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of March 1, 2021 through February 28, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 636-21 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas  
Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



**Proposal No. 636-21 for Tires, Tubes, Supplies and Equipment  
EVALUATION ITEMS (As Specified)**

**EVALUATION ITEMS:** The requested pricing information will only be used for purposes of assisting with the evaluation of a Vendor's price competitiveness as it pertains to this proposal invitation. These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT. Equal alternates may be submitted on the separate EVALUATIONS ITEMS (Alternates) form only if you do not sell the specific product listed. This form must be fully completed and returned or PROPOSAL RESPONSE WILL NOT BE CONSIDERED.

Vendors that do not offer any of the evaluation or alternate items listed below shall submit a written letter providing explanation requesting exemption from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a vendor from this requirement based on all information provided with the proposal response.

Item No.	Specified Brand	Model	Size	Description	Qty.	AS SPECIFIED Unit Price (as stated in proposed catalog/pricelist)	AS SPECIFIED Indicate Discount (as stated company's proposal response)	AS SPECIFIED Calculated Buyboard Price (catalog/pricelist price less discount proposed = Buyboard Price)
1	Firestone	FRHWK GT V PRST	P265/60R17	Pursuit	1	\$ 223.97	45 %	\$ 124.40
2	Firestone	FRHWK GT Z PRST	235/55R17	Pursuit	1	\$ 191.49	42 %	\$ 111.70
3	Firestone	DESTLEZ	P265/70R17	Passenger	1	\$ 235.37	48 %	\$ 122.66
4	Firestone	TRAN HT	LT245/75R16	Light Truck	1	\$ 162.47	31 %	\$ 112.00
5	Firestone	TRAN HT	LT225/75R16	Light Truck	1	\$ 160.15	29 %	\$ 114.50
6	Firestone	SSG RB TG	14.00-24	Off The Road	1	\$ 830.55	43 %	\$ 474.57



**Proposal No. 636-21 for Tires, Tubes, Supplies and Equipment  
EVALUATION ITEMS (As Specified)**

Item No.	Specified Brand	Model	Size	Description	Qty.	AS SPECIFIED Unit Price (as stated in proposed catalog/pricelist)	AS SPECIFIED Indicate Discount (as stated company's proposal response)	AS SPECIFIED Calculated Buyboard Price (catalog/pricelist price less discount proposed = Buyboard Price)
16	Michelin	DEFENDER LTX M/S	P275/55R20	Light Truck	1	\$ 301.19	50 %	\$ 150.59
17	BF Goodrich	COMMERCIAL T/A ALL SEASON 2 112R	LT225/75R16	Light Truck	1	\$ 262.28	50 %	\$ 131.14
18	BF Goodrich	COMMERCIAL T/A ALL SEASON 2 120R	LT265/75R16	Light Truck	1	\$ 274.92	50 %	\$ 137.46
19	BF Goodrich	LONG TRAIL T/A TOUR 114T	P275/60R20	Light Truck	1	\$ 284.40	50 %	\$ 142.20
20	BF Goodrich	LONG TRAIL T/A TOUR XL 108T	LT235/75R15	Light Truck	1	\$ 175.38	50 %	\$ 87.69



**Proposal No. 636-21 for Tires, Tubes, Supplies and Equipment  
EVALUATION ITEMS (Alternates)**

Item No.	Specified Brand	Model	Size	Description	Qty.	EQUAL ALTERNATE Indicate Brand and Model Number and Catalog Page No.	EQUAL ALTERNATE Indicate Unit Price as stated in your company's catalog/pricelist	EQUAL ALTERNATE Indicate Discount (as stated in your company's proposal response)	EQUAL ALTERNATE Calculated Buyboard Price (catalog/pricelist price less discount proposed = Buyboard Price)
7	Bridgestone	R268 ECOPIA	11R24.5	Medium Truck/School Bus	1		\$ _____	_____ %	\$ _____
8	Bridgestone	M860A	315/80R22.5	Medium Truck/School Bus	1		\$ _____	_____ %	\$ _____
9	Goodyear	EAG RSA VSB	265/60R17 108V	Pursuit	1	Firestone Firehawk GT V Pursuit #023189 Firestone Catalog Page 1	\$ 223.97	45 %	\$ 124.40
10	Goodyear	INTEGRITY B03	225/60R16 97S	Passenger	1	Firestone Champion Fuel Fighter #015607 Firestone Catalog Page 6	\$ 100.74	20 %	\$ 80.60
11	Goodyear	WRL SRA	265/65R18 112T BSL	Light Truck	1	Firestone Destination LE3 #005389 Firestone Catalog Page 4	\$ 244.23	20 %	\$ 124.58
12	Goodyear	WRL SRA	265/75R16 OWL 10	Light Truck	1	Firestone Transforce HT2 #004012 Page 1	\$ 176.96	20 %	\$ 133.92
13	Goodyear	G661 HAS	12R22.5 TL 16	Medium Truck	1	Firestone FS561 #248494 Firestone Catalog Page 14	\$ 686.20	36 %	\$ 347
14	Michelin	LTX A/T2	LT245/75R16	Light Truck	1		\$ _____	_____ %	\$ _____
15	Michelin	XPS RIB	LT245/75R16	Light Truck	1	Bridgestone V-Steel Rib 285 #003489 Bridgestone Catalog Page 8	\$ 190.79	20 %	\$ 152.63



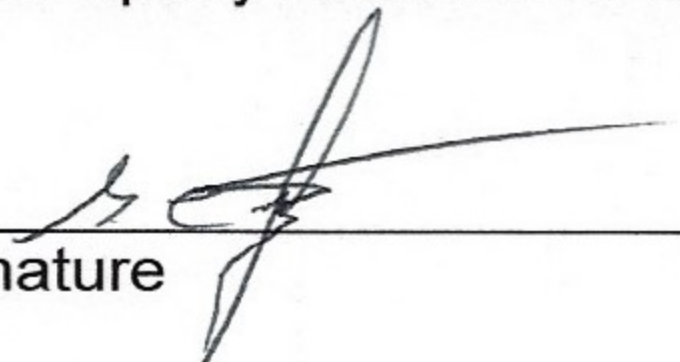
## Contract Verification

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

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

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

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

  
\_\_\_\_\_  
Signature

Gene C. Lutz  
\_\_\_\_\_  
Printed Name

09/13/2021  
\_\_\_\_\_  
Date

Central Texas Auto Parts dba NAPA Auto Parts  
\_\_\_\_\_  
Company Name

Owner  
\_\_\_\_\_  
Title



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Misty Burge  
Signature

Misty Burge  
Printed Name

09/14/2021  
Date

O'Reilly Auto Parts  
Company Name

Bid Analyst  
Title






### Contract Verification

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\_\_\_\_\_  
Signature  
J. A. Bennie  
\_\_\_\_\_  
Printed Name  
9/13/2021  
\_\_\_\_\_  
Date

Loxstar Freightliner Group LLC  
\_\_\_\_\_  
Company Name *aka Loxstar Truck Group*  
CFO  
\_\_\_\_\_  
Title *Temple*



## Contract Verification

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

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- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
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Richard B. Conwill  
Signature

Richard Conwill  
Printed Name

9/10/2021  
Date

Southern Tire Mart, LLC  
Company Name

Director of Government Sales  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2021-798476

Date Filed:  
 09/03/2021

Date Acknowledged:

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

Central Texas Auto Parts, Inc.  
 Killeen, TX United States

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

City of Killeen

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

032521-GPC  
 Automotive, Truck, and Industrial replacement parts, tires, commodities, and related accessories

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

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

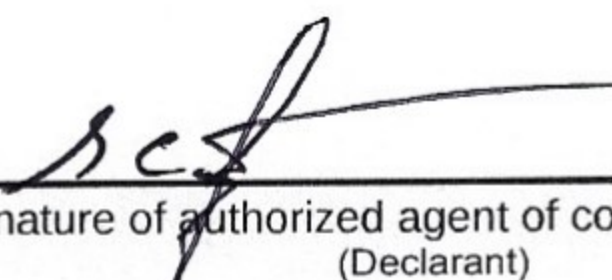
**6 UNSWORN DECLARATION**

My name is Gene C. Lutz, and my date of birth is 09/21/1970.

My address is 1200 E. Stan Schlueter Lp, Ste 101A, Killeen, TX, 76542, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 3rd day of September, 2021.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2021-801706

Date Filed:  
09/14/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts  
Springfield, MO United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
180603  
Automotive Parts

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

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

**6 UNSWORN DECLARATION**

My name is Misty Burge, and my date of birth is 12/06/1981.

My address is 233 S. Patterson Ave, Springfield, MO, 65802, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Green County, State of Missouri, on the 14 day of September, 2021.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Lonestar Freightliner Group LLC dba Lonestar Truck Group Temple  
Temple, TX United States

Certificate Number:  
2021-801079

Date Filed:  
09/13/2021

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

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
601-19  
Heavy Duty Truck Parts

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

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

**6 UNSWORN DECLARATION**

My name is James A Bennie, and my date of birth is July 29, 1964

My address is 2051 Hughes Road, Grapevine, TX, 76051, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 15<sup>th</sup> day of Sept, 2021.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2021-801481

Date Filed:  
 09/13/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Southern Tire Mart, LLC  
 Columbia, MS United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 636-21  
 Tires

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Duff, Thomas	Columbia, MS United States	X	
	Duff, James	Columbia, MS United States	X	

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

**6 UNSWORN DECLARATION**

My name is Richard Conwill, and my date of birth is 9/10/50.

My address is 800 Highway 98, Columbia, MS, 39429, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Marion County, State of MS, on the 13 day of Sept, 2021.  
(month) (year)

*Richard B. Conwill*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# PROCUREMENT OF FLEET PARTS AND TIRES

RS-22-018

January 18, 2021

# Background

2

- Fleet Services maintains & repairs 1,012 units of fleet
  - ▣ Requires the purchase of parts and tires
  - ▣ Cost of parts and tires are charged to the respective department when used
- Parts are purchased from multiple vendors totaling approximately \$745,000 annually
- Primary vendors for parts are NAPA, O'Reilly, & Lonestar Freightliner
  - ▣ Prior 3-year average cost with primary vendors - \$271,000
  - ▣ Estimated FY 2022 cost with primary vendors - \$287,000



# Background, continue

3

- Parts discount:
  - ▣ NAPA – 43% to 60% discount
  - ▣ O'Reilly – minimum 41% discount
  - ▣ Lonestar Freightliner – 10% to 14% discount
- Primary vendor for tires is Southern Tire Mart
  - ▣ Prior 3-year average cost with primary vendor - \$184,000
  - ▣ Estimated FY 2022 cost with primary vendor - \$203,000
  - ▣ Tire discount: 20% to 50%

# Alternatives

4

- ❑ Disapprove the purchase of parts through NAPA, O'Reilly, and Lonestar and tires through Southern Tire Mart
- ❑ Approve the purchase of parts through NAPA, O'Reilly, and Lonestar and tires through Southern Tire Mart

# Recommendation

5

City Council authorize the procurement of parts through NAPA, O'Reilly, and Lonestar Freightliner in an amount not to exceed \$287,000 and tires through Southern Tire Mart in an amount not to exceed \$203,000



# City of Killeen

## Legislation Details

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**File #:** OR-22-002    **Version:** 1    **Name:** Street Reconstruction Certificates of Obligation  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 12/16/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider an ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2022, for street improvements.  
**Sponsors:** City Manager Department, Finance Department  
**Indexes:** Bonds  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Draft Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Jonathan Locke, Executive Director of Finance  
**SUBJECT:** Certificates of Obligation for Street Improvements

### **BACKGROUND AND FINDINGS:**

The City maintains 539 centerline miles, or 2,191 lane miles, of paved roadways with a total replacement value of \$840 million. To better address street maintenance needs, City Council adopted an ordinance in December 2018 establishing a Street Maintenance Fee. The Street Maintenance Fee was set at a monthly rate of \$1.70 per single-family equivalent that generated approximately \$1.7 million annually for street maintenance.

A street condition assessment conducted in 2019 recommended annual street maintenance of \$4.3 million to maintain streets at their current condition. The assessment also identified \$120 million in streets that are beyond the point of maintenance and need to be reconstructed. Following the assessment, Winter Storm Uri further deteriorated street conditions and added another \$40 million of streets that require reconstruction.

During the Fiscal Year 2022 Budget process, City Council deliberated the different options to address street maintenance and reconstruction. On September 14, 2021, City Council approved adjusting the Street Maintenance Fee to a monthly rate of \$10 per single-family equivalent that is expected to generate \$9.7 million annually. The additional revenue from the Street Maintenance Fee will be used to meet the recommended \$4.3 million annual street maintenance, provide approximately \$4 million annually for street reconstruction, and repay a \$24 million bond issue for street reconstruction.

On November 16, 2021, City Council authorized proceeding with the issuance of certificates of obligation for street improvements and directed the publication of notice of intention to issue up to \$24 million of combination tax and revenue certificates of obligation for street improvements (CCMR #21-146R). The language for the public notice was approved as part of the resolution and was published in the Killeen Daily Herald on November 18, 2021, and November 25, 2021. The notice was also published on the City's website.

On January 7, 2022, a bond rating with Standard and Poor's for the certificates of obligation was facilitated. The Official Statement was distributed to bidders for the competitive sale, and bid results are due back January 25, 2022. The draft ordinance attached will be updated with the results after receipt of the bids, since the bids for the certificates of obligation are due the same day that City Council will consider the ordinance authorizing the issuance of the certificates of obligation.

The City should receive the funds from the issuance on February 16, 2022. The proceeds will be used to begin addressing the priority projects in the table below:

Street	Limits From	Limits To	Cost Estimate
Gilmer Street	Veterans Mem. Blvd.	Dead End	\$3,806,000
Willow Springs Road	Trenton	Westwood	\$4,089,449
Bunny Trail	Canadian River	Stan Schlueter	\$9,012,389
Watercrest Rd.	Clear Creek	Willow Springs	\$13,817,222
Zephyr Road	Martin Luther King, Jr.	Metropolitan	\$8,923,556
Bacon Ranch Road	Little Nolan	Dead End	\$1,766,667
Bermuda Drive	Edgefield	Quail	\$4,835,556
Rancier Avenue	Fort Hood Street	38 <sup>th</sup> Street	\$18,407,667
Stagecoach Road	TX-195	E. Trimmier Road	\$16,396,600
		Total	\$81,055,106

**THE ALTERNATIVES CONSIDERED:**

- 1) Do not issue the certificates of obligation.
- 2) Issue the certificates of obligation.

**Which alternative is recommended? Why?**

Option 2 is recommended. City Council discussed the available options to address street reconstruction during the FY 2022 Budget process and determined issuing certificates of obligation to expedite the process was the most effective course of action.

**CONFORMITY TO CITY POLICY:**

This action has been reviewed by the City’s Bond Counsel representative, Bart Fowler, of McCall, Parkhurst, & Horton, and the City’s Financial Advisor, Dan Wegmiller, of Specialized Public Finance, Inc. and conforms to state and local law, including:

- Local Government Code, Section 271.041, known as the Certificate of Obligation Act of 1971.
- City Charter, Article VI. Issuance and Sale of Bonds.
- The Financial Governance Policy, Section XIV. Debt.

**FINANCIAL IMPACT:**

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

The debt service for the certificates of obligation will be paid from Street Maintenance Fee revenues. The annual debt service payment is estimated to be \$1.6 million over a 20-year term.

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

The certificates of obligation will be repaid over a 20-year term.

**Is this expenditure budgeted?**

Yes, debt service for the certificates of obligation is budgeted in the Street Maintenance Fund, account #234-9000-489.72-10.

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

N/A

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

Yes

**RECOMMENDATION:**

City Council approve the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2022, for street improvements.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Draft Ordinance

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

**ORDINANCE  
AUTHORIZING THE ISSUANCE OF**

**\$24,000,000  
CITY OF KILLEEN, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION  
SERIES 2022**

**Adopted on January 25, 2022**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES**

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WHEREAS, the City Council (the "City Council") of the City of Killeen, Texas (the "City"), by resolution adopted on November 16, 2021, directed publication of notice of the City's intention to issue interest bearing certificates of obligation in a total aggregate principal amount not to exceed \$24,000,000, in one or more series, for the purposes hereinafter set forth;

WHEREAS, such notice was published and posted on the internet, each in the manner and to the extent required by law;

WHEREAS, there has not been filed with the City Secretary or any other officer of the City a petition protesting the issuance of such certificates of obligation and requesting an election on same;

WHEREAS, it is affirmatively found and determined that the City is authorized to proceed with the issuance and sale of such certificates of obligation as authorized by the Constitution and laws of the State of Texas, including, particularly, Tex. Loc. Gov't Code Ann. Ch. 271, subch. C, and Tex. Gov't Code Ch. 1502; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. Ch. 551; Now, Therefore

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

ARTICLE I  
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

"Certificate" means any of the Certificates.

"Certificates" means the City's certificates of obligation entitled "City of Killeen, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022" authorized to be issued by Section 3.01 of this Ordinance.

"Closing Date" means the date of the initial delivery of and payment for the Certificates, which is anticipated to be on or about February 16, 2022.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

"Construction Fund" means the construction fund established by Section 8.01(a) of this Ordinance.

"Dated Date" means the date designated as the date of the Certificates in Section 3.02(a) of this Ordinance.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable Texas law that may be used to defease obligations such as the Certificates.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its corporate trust office in Houston, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Certificates credited to an account maintained on its behalf by DTC.

"Event of Default" means any Event of Default as defined in Section 10.01 of this Ordinance.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Initial Certificate" means the Certificate described in Section 3.04(d) and 6.02(d).

"Interest and Sinking Fund" means the interest and sinking fund established by Section 8.01(a) of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on the Certificates is scheduled to be paid until the maturity of the Certificates, such dates being February 1 and August 1 of each year commencing August 1, 2022.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this Ordinance.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, any successor thereto or an entity which is appointed as and assumes the duties of paying agent/registrar as provided in this Ordinance.

"Purchaser" means the person, firm or entity initially purchasing the Certificates from the City and which is designated in Section 7.01 of this Ordinance.

"Record Date" means the last business day of the month next preceding an Interest Payment Date.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Representation Letter" means the Blanket Issuer Letter of Representations with respect to the Certificates and other obligations of the City, between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, as described in Section 3.03(b) of this Ordinance.

"Surplus Revenues" means the revenues of the City's drainage system, not to exceed \$1,000, available after deduction of the reasonable expenses of said system and the payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable in whole or in part from a pledge of all or part of the revenues of such system.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same become due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity, and remaining unclaimed for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions.

The terms "City Council" and "City" shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

## ARTICLE II SECURITY FOR THE CERTIFICATES

Section 2.01. Tax Levy for Payment of the Certificates.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Certificates or interest thereon remain outstanding

and unpaid, a tax within legal limitations on each \$100 valuation of taxable property in the City that is sufficient to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and applied to the payment of the debt service requirements on the Certificates, and the tax shall not be diverted to any other purpose.

Section 2.02. Revenue Pledge.

The Certificates are additionally secured by and shall be payable from a limited pledge of the Surplus Revenues.

Section 2.03. Perfection of Security Interest.

Chapter 1208, Texas Government Code applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance, and such pledge, therefore, is valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 2.01 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the registered owners of the Certificates of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III  
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE  
CERTIFICATES

Section 3.01. Authorization.

(a) The City's certificates of obligation to be designated "City of Killeen, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$24,000,000 for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring and equipping the City's (i) constructing, reconstructing, improving, repairing, and/or upgrading streets and roads, payment of any related sidewalk and lighting necessary to be in compliance with the Americans with Disabilities Act and drainage; and, (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Certificates shall have the Dated Date of February 16, 2022, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar.

(b) The Certificates shall mature on August 1 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing from the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 1 and August 1 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing August 1, 2022, as follows:

<b>Year</b>	<b>Principal Amounts</b>	<b>Interest Rate</b>	<b>Year</b>	<b>Principal Amounts</b>	<b>Interest Rate</b>
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Certificates shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying

Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Certificates shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Certificate shall be paid to the person in whose name such Certificate is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to Title 6, Texas Property Code, as amended, Unclaimed Payments remaining unclaimed for three years after the applicable payment or redemption date shall be paid by the Paying Agent/Registrar to the City, to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to any applicable escheat, abandoned property, or similar law.

#### Section 3.04. Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution by an officer or duly authorized representative of the Paying

Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of the Purchaser one registered definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co., as nominee for DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

#### Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

#### Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and



with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates shall be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation and Authentication.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued pursuant to the provisions of Sections 3.06 and 3.08 of this Ordinance, in conversion of and exchange for or replacement of any Certificate or Certificates issued under this Ordinance, shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Title 9, Tex. Gov't Code Ann., as amended, and particularly Chapter 1201, Subchapter D thereof, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) shall be payable as to principal of and interest, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/ Registrar may require

the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate if it has become due and payable or may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

### Section 3.09. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the register, shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The execution and delivery of the Representation Letter is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

#### Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names

Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV  
REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Redemption of Certificates Prior to Maturity.

(a) Optional Redemption.

(i) The City reserves the option to redeem the Certificates maturing on and after August 1, 2031, in whole or from time to time in part, before their scheduled maturity date, on August 1, 2030, or on any date thereafter (such redemption date or dates to be fixed by the City) at a price equal to the principal amount of the Certificates called for redemption plus accrued interest from the most recent interest payment date on which interest has been paid or duly provided for to the redemption date.

(ii) The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

(b) Mandatory Sinking Fund Redemption

(i) The Certificates scheduled to mature on \_\_\_\_\_, 20\_\_ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar (or DTC or a successor securities depository, as applicable, if the Certificates are in Book-Entry form) by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, in the dates and in the respective principal amounts, set forth in the following schedule:

**Term Certificate Maturity: August 1, 20**

<b>Mandatory Redemption Date</b>	<b>Principal Amount</b>
(maturity)	

(ii) The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirements.

(iii) The City reserves the right to purchase Term Certificates, in lieu of redemption, at a price not exceeding the principal amount thereof, plus accrued interest, with moneys on deposit in the Interest and Sinking Fund which are available for mandatory redemption of the Term Certificates, and the principal amount of Term Certificates so purchased and delivered to the Paying Agent/Registrar at least 50 days prior to a mandatory redemption date shall be credited against the amount required to be called for redemption in that year.

(iv) At least thirty (30) days prior to each scheduled Mandatory Redemption Date, the Paying Agent/Registrar shall select for redemption a principal amount of Term Certificates then to be subject to mandatory redemption equal to the aggregate Principal Amount of such Term Certificates to be redeemed, shall call such Certificates for redemption on such scheduled Mandatory Redemption Date, and shall give notice of redemption, as provided in Section 4.04 or 4.07.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.02(a), the City shall determine the maturities and amounts thereof to be redeemed and shall direct the Paying Agent/Registrar (or DTC or a successor securities depository, as applicable, if the Certificates are in Book-Entry-Only form) to call by lot Certificates, or portions thereof within such maturity and in such principal amounts, for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06, shall authenticate and deliver in exchange a Certificate or

Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City sufficient to pay the redemption price of such Certificates.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the redemption price of such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the redemption price thereof, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If any Certificate or portion thereof called for redemption is not so paid upon presentation and surrender of such Certificate for redemption, such Certificate or portion thereof shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same.

Section 4.07. Conditional Notice of Redemption.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption require by this have been met and the moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ARTICLE V  
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(c) The Mayor of the City is hereby authorized to approve and execute an agreement between the City and the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, with such changes as may be approved by the Mayor of the City.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be (i) a commercial bank, trust company, or other entity duly qualified and legally authorized under applicable law, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a single entity.



Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that no such termination shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register, stating the effective date of the change and the name of the replacement Paying Agent/Registrar and the mailing address of its Designated Payment/Transfer Office.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI  
FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any

reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof, except that the Initial Certificate submitted to the Attorney General of Texas, the definitive Certificates delivered to DTC and any temporary Certificates may be typewritten or photocopied or otherwise produced.

Section 6.02. Form of Certificates.

The form of Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) [Form of Certificate]

REGISTERED

REGISTERED

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
State of Texas

CITY OF KILLEEN, TEXAS  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION  
SERIES 2022

Interest Rate	Maturity Date	Dated Date	Closing Date	CUSIP Number
	August 1, 20__	February 16, 2022	February 16, 2022	

The City of Killeen (the "City") in the Counties of Bell, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest

on the unpaid principal amount hereof from the later of the Closing Date or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 1 and August 1 of each year, commencing August 1, 2022.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of the Paying Agent/Registrar executing the registration certificate appearing hereon, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Certificates is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates of obligation dated February 16, 2022, specified in the title hereof issued in a total aggregate principal amount of \$24,000,000 (herein referred to as the "Certificates"), issued pursuant to a certain Ordinance of the City Council of the City (the "Ordinance"), for the following purposes: (i) constructing, reconstructing, improving, repairing, and/or upgrading streets and roads, payment of any related sidewalk and lighting necessary to be in compliance with the Americans with Disabilities Act and drainage; and, (ii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation

The Certificates and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City and by a

limited pledge of certain Surplus Revenues of the City's drainage system, all as provided in the Ordinance.

The City has reserved the option to redeem the Certificates maturing on and after August 1, 2031, before their respective scheduled maturity in whole or from time to time in part in integral multiples of \$5,000, on August 1, 2030, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the redemption date. If less than all of the Certificates are to be redeemed, the City shall determine the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof within such maturity or maturities and in such amounts, for redemption.

The Bonds maturing on \_\_\_\_\_, 20\_\_ (the "Term Certificates") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date

<b>Term Certificate Maturity: August 1, 20</b>	
<b>Mandatory Redemption Date</b>	<b>Principal Amount</b>
(maturity)	

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

Notice of such redemption or redemptions shall be sent by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue. Conditional notice of redemption may also be given as provided in the Ordinance.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such

prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/ Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Certificate has been duly executed on behalf of the City, under its official seal, in accordance with law.

\_\_\_\_\_  
City Secretary, City of Killeen, Texas

\_\_\_\_\_  
Mayor, City of Killeen, Texas

[CITY SEAL]

(b) [Form of Certificate of Paying Agent/Registrar]

#### CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Certificates referred to in the within mentioned Ordinance. The series of Certificates of which this Certificate is a part was originally issued as one Initial Certificate which

was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_, \_\_\_\_\_, Texas,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(c) [Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

\_\_\_\_\_  
(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

(d) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As Shown Below" and "CUSIP Number. \_\_\_\_" deleted;

B. in the first paragraph:

the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on \_\_\_\_\_ in the years, in the principal

installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amounts	Interest Rates
-------	----------------------	-------------------

(Information to be inserted from Section 3.02(b) hereof.)

C. In the second paragraph of the Initial Certificate, "initial" shall be inserted before "Paying Agent/Registrar" in the first sentence, "executing the registration certificate appearing hereon," shall be deleted and an additional sentence shall be added to the paragraph as follows: "The initial Paying Agent/Registrar is \_\_\_\_\_.";

D. the Initial Certificate shall be numbered T-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Certificate in lieu of the Certificate of Paying Agent/Registrar:

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Certificate, and that this Certificate has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City

nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

## ARTICLE VII

### SALE OF THE CERTIFICATES; CONTROL AND DELIVERY OF THE CERTIFICATES

#### Section 7.01. Sale of Certificates, Official Statement.

(a) The Certificates are hereby sold to the bidder whose bid produced the lowest true interest cost, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchasers represented by \_\_\_\_\_ (the "Purchaser") at a price of \$\_\_\_\_\_ (representing the par amount of the Certificates of \$\_\_\_\_\_ plus a net reoffering premium of \$\_\_\_\_\_, less the underwriter's discount of \$\_\_\_\_\_). The Certificates shall initially be registered in the name of Cede & Co.

(b) The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting, is hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby confirmed as deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser of the Certificates. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser of the Certificates, may be used by the Purchaser in the public offering and sale thereof. The use and distribution of the Official Statement in the public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement for the Certificates and the preliminary public offering of the Certificates by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with this Ordinance.

(d) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser's being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date. The engagement of such firm as bond counsel for the City in connection with the issuance, sale and delivery of the Certificates is hereby approved, ratified and confirmed.

#### Section 7.02. Control and Delivery of Certificates.

(a) The Mayor of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and



approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Certificates shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor of the City, against receipt by the City of all amounts due to the City under the terms of sale.

## ARTICLE VIII CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

### Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) the City of Killeen, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022, Interest and Sinking Fund (the "Interest and Sinking Fund"); and

(ii) the City of Killeen, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022, Construction Fund (the "Construction Fund").

(b) The Interest and Sinking Fund and the Construction Fund shall be maintained at an official depository of the City.

### Section 8.02. Interest and Sinking Fund.

(a) The taxes levied and revenues pledged under Article II shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Certificates.

(b) The proceeds of the Certificates representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund for the payment of interest on the Certificates.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Certificates as such become due and payable.

### Section 8.03. Construction Fund.

(a) Money on deposit in the Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Construction Fund after the accomplishment of the purposes for which the Certificates are hereby issued, including investment earnings of the Construction Fund, shall be deposited into the Interest and Sinking Fund, unless a change in applicable law, as evidenced by an opinion of bond counsel, permits or authorizes all or any part of such funds to be used for other purposes.

Section 8.04. Security of Funds.

All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

All of the proceeds of the Certificates, including the net original issue premium, shall be deposited to the Construction Fund and used for the purposes specified in Section 3.01 hereof and for paying the costs of issuance with respect to the Certificates.

Section 8.06. Investments.

(a) Money in the funds established by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income.

Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX  
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

While any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Certificates, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly

pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Covenants Regarding Tax Exemption of Interest on the Certificates.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire

investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds not expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the

issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01(a) of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed of in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

## ARTICLE X DEFAULT AND REMEDIES

### Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(d) No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

ARTICLE XI  
DISCHARGE AND DEFEASANCE

Section 11.01. Defeasance of Certificates.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

## ARTICLE XII CONTINUING DISCLOSURE OBLIGATION

### 12.01 Annual Reports.

The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within the period stated on Exhibit "A", hereto, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.02(b) of this Ordinance, being the information described in Exhibit "A" hereto. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.



12.02. Event Notices.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
- G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws and tender offers;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

- O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

#### 12.03. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

**UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.**

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

### ARTICLE XIII AMENDMENTS; FURTHER PROCEDURES; AND SEVERABILITY

Section 13.01. Amendments. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Certificates, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising

under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, any bond insurer of the Certificates (the "Bond Insurer") and the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates and the Bond Insurer, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice

provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 13.02. Further Procedures.

The officers and employees of the City are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of and under the corporate seal of the City all such instruments, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager or Director of Finance of the City, and Certificate Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Attorney General of Texas. In the event that any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 13.03. Severability.

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Ordinance and the application of such section, article, paragraph, sentence, clause, phrase or word to other persons and circumstances nevertheless shall be valid and enforceable; and it is hereby declared that this Ordinance would have been enacted without such invalid or unenforceable provision.

ARTICLE XIV  
PAYMENT OF ATTORNEY GENERAL FEE

Section 14.01. Payment of Attorney General Fee.

The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificate or (ii) \$9,500, for each series provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures

to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificate.

[Execution Page Follows]

In accordance with Section 1201.028, Texas Government Code, PASSED AND APPROVED on first and final reading on this January 25, 2022.

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Mayor, City of Killeen, Texas

ATTEST:

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City Secretary, City of Killeen, Texas

[CITY SEAL]

APPROVED AS TO LEGALITY:

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City Attorney, City of Killeen, Texas

[Signature Page]

## **EXHIBIT A**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Article XII of this Ordinance.

#### Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article XII are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year, which shall be provided as required herein within twelve months after the end of each fiscal year.
2. Statistical and financial data set forth in Tables 1 through 4, inclusive, and 6 through 10, inclusive, which shall be provided as required herein within six months after the end of each fiscal year.

#### Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.





# CERTIFICATES OF OBLIGATION FOR STREET IMPROVEMENTS

OR-22-002

January 18, 2022

# Background

- October 1, 2021 – Street Maintenance Fee adjusted to \$10 per single family equivalent to address annual street maintenance and street reconstruction:
  - ▣ \$4.3 million annually for street maintenance
  - ▣ \$4.0 million annually for cash funded street reconstruction
  - ▣ \$1.6 million annually for the repayment of a \$24 million bond issue for street improvements
- November 16, 2021 – City Council approved proceeding with the issuance of certificates of obligation (COs) for street improvements and directed the publication of a notice

# Background, cont.

- January 7, 2022 – rating call for the COs held
- January 18, 2022 – Official Statement distributed to bidders
- January 25, 2022 – bids for the COs received and City Council considers an ordinance authorizing the issuance of the COs
- February 16, 2022 – estimated closing date and funds delivered

# Priority Project List

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## TRANSPORTATION Street Reconstruction Priority List

Street	Limits From	Limits To	Classification	Cost Estimate
Gilmer Street	Veterans Memorial Blvd	Dead End	Local	\$ 3,806,000
Willow Springs Road	Trenton	Westwood	Collector	4,089,449
Bunny Trail	Canadian River	Stan Schlueter	Minor Arterial	9,012,389
Watercrest Road	Clear Creek	Willow Springs	Minor Arterial	13,817,222
Zephyr Road	MLK Jr Street	Metropolitan	Collector	8,923,556
Bacon Ranch Road	Little Nolan	Dead End	Collector	1,766,667
Bermuda Drive	Edgefield	Quail	Collector	4,835,556
Rancier Avenue	Fort Hood St	38th St	Principal Arterial	18,407,667
Stagecoach Road	TX-195	E. Trimmier Road	Principal Arterial	16,396,600
<b>Total Estimate</b>				<b>\$ 81,055,106</b>

# Alternatives

5

- Do not issue the certificates of obligation
- Issue the certificates of obligation

# Recommendation

6

City Council approve the ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2022, for street improvements



# City of Killeen

## Legislation Details

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**File #:** OR-22-003    **Version:** 1    **Name:** 2022 Building and Fire Code Changes  
**Type:** Ordinance    **Status:** Ordinances  
**File created:** 12/9/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Consider an ordinance amending the Code of Ordinances Chapter 8, Building and Construction Regulations, and Chapter 11, Fire Prevention and Protection, to adopt updated international building construction and fire codes.  
**Sponsors:** Building Inspections, Fire Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Summary of Changes](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Earl Abbott, Building Official  
**SUBJECT:** Adoption of New Construction and Fire Codes

### **BACKGROUND AND FINDINGS:**

New construction codes become available in three-year cycles. By updating and adopting newer building construction and fire codes, the community is afforded safer buildings in which to live and work. Designers and builders have access to newer construction materials and methods and property owners are afforded lower insurance rates due to improved ISO insurance ratings.

Currently, Killeen is enforcing the *2018 International Construction and Fire Codes* and the *2017 National Electrical Code* which became effective January 1, 2019.

On November 4, 2021, the Building Inspections staff and the Killeen Construction Board participated in two public meetings to review the significant changes between the existing and proposed new construction codes and proposed changes to *Chapter 8* of the Code of Ordinances. On November 9, 2021, after taking comments from the builders in attendance, the Board voted unanimously to recommend to City Council adoption of the *2021 International Construction Codes* with one amendment, *2020 National Electrical Code*, and the proposed amendments to *Chapter 8* as presented. The one amendment recommended to the *2021 International Construction Code* is to change the new attic insulation level from R49 back to R38 as it is currently in the 2018 Construction Code.

### **THE ALTERNATIVES CONSIDERED:**

1. Approve the adoption of the *2021 International Construction Codes*, *2021 International Fire Code*, *2020 National Electrical Code* and the proposed amendments to *Chapter 8* and *Chapter 11* as presented, with a suggested effective date of March 01, 2022.
2. Postpone or delay new code adoptions and amendments until the 2024 codes become available (Fall 2024).
3. Make amendments to the changes as presented.

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

Building Inspection and Fire Department staff both recommend approval of the draft changes to Chapters 8 and 11 as submitted.



The adoption of new codes keeps Killeen up to date with the latest construction codes, and on November 9, 2021, the Killeen Construction Board of Appeals recommended these changes for adoption.

**CONFORMITY TO CITY POLICY:**

This item conforms to all applicable City Policies.

**FINANCIAL IMPACT:**

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

City staff recommends that City Council adopt 2021 International Construction Codes, the 2021 International Fire Code, the 2020 National Electrical Code, and proposed amendments to Chapter 8 and Chapter 11 of the Code of Ordinances as presented.

**DEPARTMENTAL CLEARANCES:**

Development Services  
Fire Department  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Summary of Changes

## Summary of Changes

### **Residential Building Code changes:**

- Amendment: R302.5.1 = entry doors from the garage that opens into the house shall also be self-latching.
- Amendment: R506.2.3 = increase the poly vapor barrier between the ground and slab from 6 mil to 10 mil.
- Amendment: Table R403.1(1) = new 2 story concrete slab beams min size went from 12" wide to 13" wide.
- Amendment: R314.3 = smoke alarms are required in rooms that open from the hallway over 24 inches or more in height.
- Amendment: R609.4.1 = garage doors must have manufacturer's label

### **Commercial Building Code changes:**

- New code Sec 3115.1 for shipping container construction.
- New code IBC 3313.1 mandates permanent or temporary fire protection is required when combustible building materials arrive on site

### **Plumbing & Gas Code changes:**

- Amendment: P2503.5 = 10 ft head water on DWV, with a new -5 lbs vacuum option
- New: P2905.3 = 100 ft max distance required from water heater to last fixture
- Amendment: G2415.5 = allows threaded plugs and caps to be in concealed places
- Amendment: G2427.10.7 = vent connectors must be with either a Tee or Wye
- Amendment: G2447.2 = Listed commercial only type cooking appliances cannot be used in dwelling units
- Amendment: IPC 606.1 multi-tenant buildings shall have a water valve near the curb and at the entrance to the tenant space.
- Amendment: Sec 403.2 new unisex rules for Separate Facilities

### **Energy Code changes:**

- ~~IECC = attic insulation from R38 to R49.~~ *For this item, the CBOA recommended to delete this requirement and keep R38 for the attic.*
- Amendment: IECC = can use Continuous R10 or R13 in walls
- Amendment: R402.2.4 attic access doors and hatches shall be weather-stripped
- Amendment: R402.2.4 pull down attic stairs shall be min R-13 and U 0.10
- Amendment: R404.1 = all (100%) light lamps shall be high=efficacy type
- Amendment: R402.2.2.3 = continuous eve baffles
- Amendment: Energy C303.1.2 = all insulation and its value shall be marked
- New: Energy C401.3 = a permanent thermal envelope certificate shall be placed near the space conditioning equipment
- Clarification: Energy C402.4.1.2 no credit for insulation installed on top of suspended ceilings with removable tile
- New: Energy C402.5 = continuous air barrier is required (inside or outside or combo)
- New: Energy C402.5 = such air barrier shall be installed in all group R and I use buildings plus other buildings less than 5,000 sq ft
- New: Energy C402.5.1.5 = such building envelope performance shall be verified by design documents, through inspection and a final commissioning report.
- New: Energy C402.5.2 = Dwelling and sleeping unit enclosure testing of the first 8 units, then 20% after

### **Electrical Code changes (for reference only, already adopted by the state):**

- Sec 210.8 = the measuring distance from receptacles to sinks has been modified by removing doors and doorways
- Sec 210.8(A) = all 240-volt receptacles installed within 6 ft of wet locations must be GFCI protected (laundry rooms)
- Sec 210.8(A) (11) = GFCI required for all indoor damp and wet locations (mud rooms, dog washrooms)
- Sec 210.8(F) all 240-volt outdoor outlets for dwelling shall be GFCI

- Sec 210.52(C) (2) = Island and Peninsular countertops now require more receptacles
- Sec 230.71 = two to six service disconnects must be in separate enclosures
- Sec 230.85 Fireman's disconnect for 1 & 2 Family dwelling units (at Service or meter)
- Sec 250.64(B),(2) = the grounding electrode conductor shall be protected in Sch 80 PVC or other listed materials
- Sec 250.121(B) = the metal frames of buildings or structures shall not be used as an equipment grounding conductor.
- Sec 314.27 (C) = Electrical boxes for ceiling suspended paddle fans shall be listed for such
- Sec 406.9 (C) = receptacles shall not be installed within a 3 x 8 ft zone from bathtub or shower
- Sec 406.12 = tamper resistant receptables are now required in motels, dormitory units and assisted living facilities
- Sec 450.9 = transformer tops shall be marked to prohibit storage
- Sec 518.6 = illumination shall be provided for service equipment for assembly occupancies.

**Solar Related Code changes:**

- 690.13(A) = where the PV system disconnect means above 30 V are readily accessible to unqualified persons, the enclosure door or cover that exposes live parts when open shall be locked or require a tool to open.
- 690.13(E) = the PV system disconnecting means shall be one of the following items listed in (1) through (5).
- 690.41(B) = DC circuits over 30 volts or 8 amps shall have dc GFCI protection
- 690.53 = DC PV circuits shall have a visible label indicating the highest max dc voltage of the system.

**Electric Vehicle charging rule changes:**

- Sec 625.54 = GFCI protection shall be provided for electric vehicle charging

- 625.56 = electric vehicle charging receptables using an outlet box hood shall be listed and shall be identified as extra duty. There are exemptions for devices not using an outlet box hood.

**Swimming Pool electrical code rules:**

- 680.21(C) = the code added 3-phase outlets supplying swimming pool motors shall be GFCI protected
- 680.21(D) = GFCI protection shall be provided when replacing pool motors
- 680.22 (A)(5) = at least one GFCI receptacle shall be located in a pool equipment room

**Swimming Pool Construction Code changes (for reference only, already adopted by the state):**

- ISPSC 305.1.1 = in ground pool construction sites shall have a 4 ft fence when construction starts
- ISPSC 305.3 = barrier doors and gates must accommodate a locking device and swing outward.
- ISPSC 305.8 = outdoor public pools means of egress shall be per Chapter 10 IBC
- ISPSC 316.6 allows solar thermal water heating systems

**Mechanical Code changes:**

- IMC 307.1.1 both the primary and secondary drain terminations must be labeled
- IMC 307.2.2 = Condensate drainpipes must be min  $\frac{3}{4}$  inch size
- IMC 502.1 manicure and pedicure stations shall have continuous ventilation when occupied
- M1411.6 = vapor suction lines must be insulated to minimum R3
- M1411.8 = support refrigerant piping within 6 ft of condensing unit.
- IMC 1502.3 = clothes dryer vent to be min of 3 ft from building openings, including soffit vents

## Fire Code Changes:

- **Section 1103.7.5.1. Fire Alarm in R-1 Hotel/Motel uses**
  - Manual fire alarm systems required in existing R-1 hotel or motel when greater than 1-story or more than 20 sleeping rooms.
    - Exception #1: Fire alarm system is not required if only 1-story with more than 20 sleeping rooms AND each room has direct access to public way AND each sleeping room is separated by 1-hour rated walls.
    - Exception #2: Fire alarm system not required if 3 stories or less with 20 or less sleeping rooms AND is fire sprinklered with NFPA 13 or 13R.
    - Exception #3: Fire alarm system required, but only 1 manual fire alarm box IF fire sprinklered with NFPA 13 or 13R
  
- **Section 1103.9. CO Detection in Existing Buildings:**
  - CO detection required in existing:
    - Group I-1 (24-hour custodial care)
    - Group I-2 (24-hour medical care)
    - Group I-4 (Custodial care in place other than home of person)
    - Group R (Buildings or areas used for sleeping other than 1 & 2 family homes)
    - Classrooms in Group E (Childcare)
  - Can be battery operated CO alarms if the code in effect at the time of construction did not require CO detection.
  - Can be CO alarms or CO detection.

**AN ORDINANCE AMENDING CHAPTERS 8 AND 11 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, ADOPTING THE 2021 INTERNATIONAL CONSTRUCTION CODES, THE 2020 NATIONAL ELECTRIC CODE AND THE 2021 INTERNATIONAL FIRE CODE INCLUDING APPENDIX D; ADOPTING LOCAL AMENDMENTS TO THESE CODES; 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 establishing of minimum regulations governing the construction, maintenance and use of property, buildings and structures is essential to protect the health, safety, and general welfare of the public and property.

**WHEREAS** the City of Killeen desires to provide for the protection and welfare of the citizens of and visitors to the City of Killeen;

**WHEREAS** the City of Killeen desires to provide the most current life safety codes as standards for compliance;

**WHEREAS** the City of Killeen seeks to provide for the protection of the life and property located within its jurisdictional boundaries;

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

**SECTION I.** That Chapter 8, Articles II, III, and IV of the City of Killeen Code of Ordinances are hereby amended to read as follows:

**Chapter 8 BUILDING AND CONSTRUCTION REGULATIONS**

\*\*\*\*\*

**ARTICLE II. ADMINISTRATION**

**DIVISION 1. PERMIT FEES**

**Sec. 8-11. Fees.**

- (a) *Fee adjustment.* Permits that have not expired in accordance with Section 8-28 below may be extended at no fee. However, an owner of an expired permit may make written request within thirty (30) days after date of expiration to the building official to reinstate said permit and shall be charged a fee of one-half the amount required for a new permit for such work, provided no changes have been made in the original plans and specifications for such work or there have been no applicable code amendments or code revisions made since the original project permit issuance.
- (b) *Penalty.* Where construction is commenced before a permit is obtained, the permit fees shall be doubled.
- (c) *Occupy without a certificate of occupancy.* It shall be an offense for the contractor, whether commercial or residential, to allow an owner or tenant of property to occupy a new or remodeled building or space before the contractor obtains a certificate of occupancy. Upon conviction, a person violating this section shall be fined in an amount not less than two hundred fifty dollars (\$250.00), nor more than two thousand dollars (\$2,000.00). For the second or subsequent conviction within a twelve-month period, such person shall be fined not less than five hundred dollars (\$500.00), nor more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate and distinct offense and shall be punishable as such.
- (d) *Fees waived.* Projects for city-owned facilities requiring permits shall be exempt from permit fees. However, contractors shall be responsible for contractor registration, construction trailers and/or other temporary construction structures, failed inspection penalties, or other penalties and fees.
- (e) *Fee refunds.* The building official shall authorize the refund of fees as follows:



- 
- (1) The full amount of any fee paid hereunder which was erroneously paid or collected.
  - (2) Not more than fifty (50) percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.
  - (3) Not more than fifty (50) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.
  - (4) Once the application has been received and the application technology fee has been collected, the application technology fee shall not be refunded.

The building official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment.

\* \* \* \* \*

## DIVISION 2. BUILDING AND INSPECTIONS DIVISION

\* \* \* \* \*

### Sec. 8-23. Permit required and issuance.

- (a) *Permit required.* Any owner or authorized agent who intends to construct, enlarge, alter, repair, make structural repairs (including foundation repair), move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this chapter, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.
- (b) *Permit issuance.* Construction permits shall only be issued to a registered contractor or to a homeowner as defined in this chapter performing such work with their own hands.

\* \* \* \* \*

### Sec. 8-28. - Expired permit.

Construction permits issued shall become invalid because of failure to commence work within one hundred eighty (180) days after the issuance of the permit, when work is suspended or abandoned for a period of one hundred eighty (180) days after the time the work is commenced, or failure to perform substantial amount of work authorized by such permit within one hundred eighty (180) days after the issuance of the permit. The building official is authorized to grant one (1) or more extensions of time, for periods not more than one hundred

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eighty (180) days each. The extension shall be requested by the applicant in writing and justifiable cause demonstrated.

\* \* \* \* \*

**Sec. 8-32. Form check building placement verification required.**

For projects involving the construction of new buildings or additions to existing buildings, a form placement verification document, sealed by a Texas Registered Professional land surveyor, must be submitted for approval at the time the foundation forms are set. The form check verification document shall verify and document that there are no encroachments into the required building setbacks. No foundation related inspections can be performed until the sealed form check verification document has been submitted.

This document may either be a sealed field survey or a sealed written narrative document stating the building placement does not intrude over boundary lines, easements or encroach into building setbacks for its location on the property. In lieu of sealed documents for projects twelve or more inches from such setbacks, the builder can accurately place string lines so the building placement can be verified during inspection.

**Secs. 8-~~32~~33—8-35. Reserved.**

\* \* \* \* \*

**Sec. 8-37. Jurisdiction.**

- (a) The construction board of appeals shall hear appeals and requests for variances, as provided in this chapter. The board shall have no authority to waive requirements of the construction standards adopted in this chapter. However, the board may consider modifications of the adopted construction standards.
- (b) The term "board" or similar term in such construction codes shall mean the construction board of appeals and all characteristics and duties of such board shall be as provided herein.
- (c) The board shall hold hearings for the revocation or suspension of a holder of contractor's registration as set forth in this chapter.
- (d) The board shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this chapter. A majority vote is required to overturn a decision made by the building official.
- (e) The board shall hold hearings regarding dangerous buildings, structures, or building portions and its systems.

~~(f) The board shall hear and decide appeals or variances to the landscape regulations.~~

\* \* \* \* \*

## ARTICLE III. CONSTRUCTION CONTRACTORS

\* \* \* \* \*

### Sec. 8-61. Application for registration; updates.

- (a) Persons shall file an application for a registration with the department, on a form provided by the department, giving full name, residence address, name and address of business, email address, type of construction operation to be performed, proof of state license where required, persons authorized to obtain permits, and such additional information as may be needed for proper guidance of the department in issuing the registration.

\* \* \* \* \*

### Sec. 8-62. Fees.

Fees for registrations shall be paid at time of application. Unless prohibited by state law, contractor registration ~~F~~ fees shall be in accordance with the adopted fee schedule, paid per calendar year, renewable each January first.

\* \* \* \* \*

## ARTICLE IV. CONSTRUCTION STANDARDS

### DIVISION 1. BUILDING CODE

#### Sec. 8-180. Adopted.

There is hereby adopted by the city the International Building Code, ~~2018~~2021 Edition, together with Appendices C [Group U—Agricultural Buildings], F [Rodent Proofing], H [Signs], I [Patio Covers], K [Administrative Provisions (Electrical)] and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

#### Sec. 8-181. Amendments.

The following sections of the International Building Code, ~~2018~~2021 Edition, together with Appendices C [Group U—Agricultural Buildings], F [Rodent Proofing], H [Signs], I [Patio Covers],

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K [Administrative Provisions (Electrical)] and amendments, are hereby amended to read as follows:

- (1) Section 101.1 of the International Building Code, ~~2018~~2021 Edition, is amended to read as follows:

*"101.1 Title.* These regulations shall be known as the building code of the City of Killeen, Texas, hereinafter referred to as "this code."

- ~~(2) Section 102 of the International Building Code, 2018 Edition, is amended by adding section 102.7 as follows:~~

~~*"Section 102.7 Historic buildings.* All buildings or structures that are listed in the State or National Register of Historic Places; designated as a historic property under local or state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, are exempt from this code. Permit applications for new construction, demolition, renovation or repair of any historic building, structure or site, including secondary buildings and landscape features, within the city shall be initially reviewed by the historic preservation officer and forwarded with a recommendation to the building official. If the property is determined by the historic prevention officer to be a contributing building or is potentially significant, the applicant shall be required to apply for a hearing before the historic preservation board for a determination of significance pursuant to article V, division 9, heritage preservation of the city's zoning ordinance prior to the application for any building permit."~~

- (2) Section 103.1 of the International Building Code, 2021 Edition, is amended to read as follows:

*"103.1 Creation of agency.* The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

- (3) Section 105.2 of the International Building Code, ~~2018~~2021 Edition, is amended by deleting Building, item 6 and amending Building, items 1 and 2 to read as follows:

*"Building:*

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet.
2. Fences not over 2 feet high."

- (4) Section 107.1 of the International Building Code, ~~2018~~2021 Edition, is amended to read as follows:

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"107.1 *Submittal documents*. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in ~~two or more paper sets along with an electronic copy~~ a digital format with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

1. Group A - assembly occupancies with a design occupant load ~~over~~ of 100 or more persons.
2. Group E - educational occupancies with a design occupant load over 50.
3. All group H - hazardous and I - institutional occupancies.
4. Projects that require engineer sealed drawings and details:
  - a. As required by state law.
  - b. Structural repair projects, including foundation repair.
  - c. Masonry columns or walls; retaining walls; all over four (4) feet in height.

*Exception:* The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."

- (5) Section 110 of the International Building Code, ~~2018~~2021 Edition, is amended by adding subsections 110.7.1, 110.7.2, and 110.7.3 to read as follows:

"110.7.1 *Reinspection*. Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for reinspection. A fee shall be paid to the department for each failed inspection.

110.7.2 *Subsequent reinspection*. Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A fee shall be paid to the department prior to each subsequent failed inspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

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*110.7.3 Requirements prior to inspections.* No inspection for new commercial or new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.
  2. Project address number posted and visible from street.
  3. Construction worker toilet facilities shall be provided as required in 311.1 of the ~~2018~~2021 IPC."
- (6) Section 113 of the International Building Code, ~~2018~~2021 Edition, is amended by amending the title and section 113.1 to read as follows:

*"SECTION 113 CONSTRUCTION BOARD OF APPEALS*

*113.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

- (7) Section 114.1 of the International Building Code, ~~2018~~2021 Edition, is amended by adding section 114.1.1 to read as follows:

*"114.1.1 Project nuisances.* A stop work order may be issued if any of the following occur:

1. Construction litter and debris not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public property or any right-of-way.
  2. Project address is not posted or visible from the street or the construction worker toilet facility missing or not in sanitary condition.
  3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."
- (8) Section 406.7.2 of the International Building Code, ~~2018~~2021 Edition, is amended to read as follows:

*"406.7.2 Canopies.* Canopies under which fuels are dispensed shall have a clear, unobstructed height of not less than 14 feet 0 inches (4,267.2 mm) to the lowest projecting element in the vehicle drive through area. [The remaining section in the code remains in effect and is not amended].

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- (9) Chapter 11 of the International Building Code, ~~2018~~2021 Edition, is amended by deleting sections 1102 through 1111 in their entirety, and amending section 1101.2 to read as follows:

*"1101.2 Design.* Buildings and facilities shall be designed and constructed to be accessible in accordance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act. Buildings subject to the requirements of the Texas Accessibility Standards are described in Administrative Rules of the Texas Department of Licensing and Regulation, Title 16 Texas Administrative Code, Part 4, Chapter 68 Elimination of Architectural Barriers.

*Exception:* Buildings regulated under State Law and built-in accordance with State certified plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of this chapter."

- (10) Section 1612.3 of the International Building Code, ~~2018~~2021 Edition, is amended to read as follows:

*"1612.3 Establishment of flood hazard areas.* To establish flood hazard areas, the governing ~~body~~authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency an engineering report entitled "The Flood Insurance Study for the City of Killeen," as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section. (REF. Chapter 12 Flood Damage Prevention of the City of Killeen's Code of Ordinances)"

**Secs. 8-182—8-185. Reserved.**

## **DIVISION 2. EXISTING BUILDING CODE**

**Sec. 8-186. Adopted.**

There is hereby adopted by the city the International Existing Building Code, ~~2018~~2021 Edition, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified, or amended.

**Sec. 8-187. Amendments.**

The following sections of the International Existing Building Code, ~~2018~~2021 Edition, is hereby amended to read as follows:

- (1) Section 101.1 of the Existing International Building Code, ~~2018~~2021 Edition, is amended to read as follows:

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"101.1 Title. These regulations shall be known as the existing building code of the City of Killeen, Texas, hereinafter referred to as 'this code.'"

(2) Section 103.1 of the Existing International Building Code, 2021 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

(~~23~~) Section 105.2 of the International Existing Building Code, ~~2018~~2021 Edition, is amended by deleting Building, items 1 and 5.

(~~34~~) Section 106.1 of the International Existing Building Code, ~~2018~~2021 Edition, is amended to read as follows:

"106.1 *Submittal documents.* Construction documents, special inspection and structural observation programs, and other data shall be submitted in ~~one or more sets~~ a digital format with each application for a permit. The construction documents shall be prepared by a registered design professional where required by statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

1. Group A - assembly occupancies with a design occupant load ~~over~~of 100 or more persons.
2. Group E - educational occupancies with a design occupant load over 50 persons.
3. All Group H - hazardous occupancies and I - institutional occupancies.
4. Projects that require engineer sealed drawings and details:
  - a. As required by state law.
  - b. Structural repair projects, including foundation repair.
  - c. Masonry columns or walls; retaining walls; all over four (4) feet in height.

*Exception:* The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this code."



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(45) Section 109.6 of the International Building Code, ~~2018~~2021 Edition, is amended by adding subsections 109.6.1, 109.6.2, and 109.6.3 to read as follows:

*109.6.1 Reinspection.* Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for failed reinspection. A fee shall be paid to the department for each failed inspection.

*109.6.2 Subsequent reinspection.* Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

*109.6.3 Requirements prior to inspections.* No inspection for new commercial or new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.
2. Project address number posted and visible from street.
3. Construction worker toilet facilities shall be provided as required in 311.1 of the ~~2018~~2021 IPC."

(56) Section 112 of the International Existing Building Code, ~~2018~~2021 Edition, is amended by amending the title and section 112.1 to read as follows:

*"SECTION 112 CONSTRUCTION BOARD OF APPEALS*

*112.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

(67) Section 114.1 of the International Existing Building Code, ~~2018~~2021 Edition, is amended by adding section 114.1.1 to read as follows:

*"114.1.1 Project nuisances.* A stop work order may be issued if any of the following occur:

1. Litter not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public right-of-way.

- 
2. Project address is not posted or visible from the street or the construction worker toilet facility missing or not in sanitary condition.
  3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."

(78) Section 110.1 of the Existing International Building Code, ~~2018~~2021 Edition, is amended by adding sections 110.1.2 and 110.1.3 to read as follows:

*110.1.2 Change in tenancy.* It shall be unlawful to make a change in tenancy of any existing commercial use building, ~~or business lease space~~ including an apartment complex business office without first making application for and obtaining approval for a certificate of occupancy.

*110.1.3 Nontransferable.* Once issued, a property used for a business activity, its certificate of occupancy is not transferable to another owner, person, business or property."

**Secs. 8-188—8-189. Reserved.**

### **DIVISION 3. RESIDENTIAL CODE**

**Sec. 8-190. Same Adopted.**

There is hereby adopted by the city the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, together with Appendices AA [Sizing and Capacities of Gas Piping], AB [Sizing of Venting Systems], AC [Exit Terminals of Mechanical Draft and Direct-vent Venting Systems], AD [Recommended Procedure for Safety Inspection of an Existing Appliance Installation], AE [Manufactured Housing used as Dwellings], AF [Radon Control Methods], AG [Piping Standards for Various Applications], AH [Patio Covers], AJ [Existing Buildings and Structures], AK [Sound Transmission], AM [Home Day Care], AN [Venting Methods], AO [Automatic Vehicular Gates], AP [Sizing of Water Piping], AQ [Tiny Houses], AT [Solar-Ready Provisions] and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-191. Same—Amendments.**

The following sections of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition and amendments, are hereby amended to read as follows:

- (1) Section R101.1 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, is amended to read as follows:

*"R101.1 Title.* These provisions shall be known as the residential code for One- and Two-Family Dwellings, of the City of Killeen, hereinafter referred to as "this code."

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(2) Section R105.1 of the International Residential Code for One- and Two-Family Dwellings, 2021 Edition, is amended by adding Section R105.1.1 to read as follows:

"R105.1.1 Structural Repairs. A permit is required to perform structural repairs to buildings covered by this code including foundation repair projects."

(~~2~~3) Section R105.2 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, is amended by deleting Building, items 5 and 10 and amending Building, items 1 and 2 to read as follows:

"Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet (3.71 m<sup>2</sup>).
2. Fences not over 2 feet high."

(4) Section R106.1 of the International Residential Code for One- and Two-Family Dwellings, 2021 Edition, is amended by adding Section R105.1.1 to read as follows:

"R106.1 Submittal Documents. Engineered documents are required to perform structural repairs to buildings covered by this code to include foundation repair projects; consisting of but not limited to masonry columns or walls or retaining walls, all over four (4) feet in height."

(~~3~~5) Section R109.4 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, is amended by adding subsections R109.4.1, R109.4.2, and R109.4.3 to read as follows:

"R109.4.1 *Reinspection.* Where any work or installation does not pass any initial inspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for reinspection. A failed inspection fee shall be paid to the department for each failed inspection.

R109.4.2 *Subsequent reinspection.* Where any work or installation does not pass a reinspection, the necessary corrections shall be made so as to achieve compliance with this code. The work or installation shall then be resubmitted to the code official for a subsequent reinspection. A failed inspection fee shall be paid to the department prior to any subsequent inspection.

R109.4.3 *Requirements prior to inspections.* No inspection for new residential construction shall occur if any of the following are not placed at each permitted construction site:

1. Trash receptacle. Such trash receptacle shall be sufficient in size for the project but not smaller than 24 square feet by 4 feet in height with openings no larger than 9 square inches and must be capable of containing construction debris. Such receptacles must be properly maintained and serviced.
2. Project address number posted and visible from street.
3. Construction worker toilet facilities shall be provided as required in R306.5 of the ~~2009~~2021 IRC."

(46) Section R112 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, is amended by amending the title and section R112.1, and by deleting sections R112.2 through R112.4 to read as follows:

"SECTION R112 CONSTRUCTION BOARD OF APPEALS

*R112.1 General.* In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

(57) Section 114.1 of the International Residential Code for One and Two-Family Dwellings, ~~2018~~2021 Edition, is amended by adding section 114.1.2 to read as follows:

"114.1.2 *Project nuisances.* A stop work order may be issued if any of the following occur:

1. Litter not kept in an approved receptacle designed in a manner so as not to allow it to be blown, carried, or deposited by the wind upon any private or public property or right-of-way.
2. Project address is not posted or visible from the street or the construction worker toilet missing or not in sanitary condition.
3. Excessive construction noise in violation of chapter 16 - miscellaneous provisions and offenses of the Killeen Code of Ordinances."

(68) Section R301.1 of the International Residential Code for One-and Two-Family Dwellings, ~~2009~~2021 Edition, is amended by inserting the appropriate design criteria in Table R301.2(1) as follows:

Ground Snow Load	Wind Speed <sup>d</sup> (mph)	Seismic Design Category <sup>f</sup>
5 lb/ft <sup>2</sup>	115 (3-sec-gust)	A

Subject to damage from

Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>	Decay <sup>d</sup>	Winter Design Temp <sup>f</sup>	Flood Hazards <sup>g</sup>
Moderate	4"	Moderate to heavy	Slight to moderate	26° F	Local code

(79) Section R306 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, is amended by adding section 306.5 to read as follows:

"R306.5 Toilet facilities for workers. Each contractor shall provide toilet facilities for construction workers and such facilities shall be maintained in a sanitary condition. Construction worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3. The path of travel to required facilities shall not exceed a distance of 150 feet (45.5 m)."

(810) Section R313.2 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition, is amended by deleting section 313.2 in its entirety.

~~(9) Section G2417.4.1 of the International Residential Code for One- and Two-Family Dwellings, 2018 Edition, is amended to read as follows:~~

~~"G2417.4.1 Test pressure. The test pressure to be used shall be no less than one and one-half times the proposed maximum working pressure but not less than 10 psig (68.9 kPa gauge) and the test gauge shall not be rated higher than 30 PSI, or at the discretion of the code official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer, low pressure diaphragm gauge or slope gauge. For welded piping, and for piping carrying gas at pressures in excess of 0.5 psig or fourteen (14) inches water column pressure (3.48 kPa), the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa)."~~

(1011) Chapters 34 through 4043 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~2021 Edition [Electrical Requirements], are amended by deleting them in their entirety.

**Secs. 8-192—8-209. Reserved.**

## **DIVISION 4. ELECTRICAL CODE**

### **Subdivision 1. Code Adoption**

**Sec. 8-210. Adopted.**

There is hereby adopted by the city the National Electrical Code (NFPA 70), ~~2017~~2020 Edition, a copy of which is attached hereto and made a part of this chapter for all purposes, the

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same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified, or amended.

**Secs. 8-211—8-219. Reserved.**

## **Subdivision 2. Additional Local Requirements**

### **Sec. 8-220. General installation requirements for residential and commercial buildings and structures.**

- (a) All electrical construction and all materials and appliances used in connection with the installation, maintenance, and operation of electrical wiring, apparatus, or equipment for the utilization of electrical energy for light, heat or power shall conform to the rules and regulations of this section, the adopted electrical code, and in harmony with the electrical service guidelines of the local electrical utility provider.
- (b) *Abandoned wiring.* Whenever new wiring is replacing old wiring, the old wiring shall be completely removed where possible. Abandoned wiring that cannot be removed shall be rendered unusable for future use before final approval shall be given for the new wiring.
- (c) *Additions to existing wiring.* Where additions or extensions are made, and part of the existing wiring remains in use, and if defects exist in same, the existing wiring must be corrected and shall meet standards for new work.
- (d) *Electrical service upgrade required.* The electrical service shall be upgraded on a structure when electrical power is disconnected for any of the following conditions:
  - (1) Dangerous or unsafe electrical hazards;
  - (2) Substantial damage to electrical service over fifty percent (50%);
  - (3) Loss of electrical power for a period of one (1) year or longer.
- (e) *Electrical system upgrade required (total rewire).* The electrical system shall be upgraded on a structure when any of the following occur:
  - (1) Dangerous or unsafe electrical hazards.
  - (2) Substantial damage to electrical system over fifty percent (50%).
  - (3) Change from residential use to commercial use. For the purpose of this section, apartment dwellings are considered residential use and hotel/motel structures are considered commercial use.
- (f) *Service masts as supports.* In addition to the requirements in the NEC, section 230-28, all service masts installed as support for service-drop conductors shall meet the following:
  - ~~(1) Only service-drop conductors shall be permitted to be attached to a service mast.~~

~~(2)~~(1) Service conduit extending through the roof and used for a service support shall be sealed at the roof with an approved flashing and extend a minimum of thirty of thirty-six (36) inches above the roof. Such service conduit shall be anchored just before entering the roof.

~~(3)~~(2) A minimum size of two (2) inches rigid conduit shall be used for service mast. E.M.T. or I.M.C are not acceptable for service masts supports.

(g) *Services—general.* In addition to the requirements in the NEC, Section 230, all services installed shall meet the following:

(1) All entrance service conductors shall be enclosed in galvanized conduit or electrical metallic tubing. A minimum of one and one-quarter inch (1-1/4") conduit shall be used for service other than for service masts.

(2) Length of outside service wire extension beyond service weatherhead shall not be less than (1) one foot.

(3) Unless otherwise allowed in Section 230 of the adopted NEC, tenant or lease space buildings shall have only (1) electrical service meter allowed for each individual tenant space. Reconfigured tenant spaces that combine the interior, through doors or other access points, of two or more originally separate tenant spaces in order to serve one (1) tenant exclusively shall be required to remove all but one (1) electrical service meter.

(h) *Electrical metallic tubing installation.* Electrical metallic tubing shall not be permitted for direct burial in earth or installed in or under concrete on grade or below grade. (REF. NEC Article 348-10 Uses Permitted.)

(i) *Main disconnects.* Service entrance conductors hereafter installed on all buildings, shall require a single main disconnect ~~(limited to six (6) overcurrent devices)~~ or manual shunt-trip device located outside the building or structure. When a remote shunt-trip button is installed, it shall be located on the exterior of the building or structure and shall have a visual indication that the service has been disconnected when the trip has been activated. The shunt-trip button shall be in a sturdy, exterior cabinet that can be secured with a padlock. The cabinet shall be permanently marked on the exterior, stating "shunt-trip disconnect."

**Sec. 8-221. Reserved.**

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## **DIVISION 5. PLUMBING CODE**

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**Sec. 8-240. Adopted.**

There is hereby adopted by the city the International Plumbing Code, ~~2018~~2021 Edition, together with Appendices B (Rates of Rainfall for Various Cities, C (Structural Safety), D (Degree Day and Design Temperatures, and E (Sizing of Water Pipe System) and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

**Sec. 8-241. Amendments.**

The following sections of the International Plumbing Code, ~~2018~~2021 Edition, together with Appendices B, C, D and E, and amendments, are hereby amended to read as follows:

- (1) Section 101.1 of the International Plumbing Code, ~~2018~~2021 Edition, is amended to read as follows:

*"101.1 Title.* These regulations shall be known as the plumbing code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Plumbing Code, 2021 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

- ~~(2)~~(3) Section 305.4.1 of the International Plumbing Code, ~~2018~~2021 Edition, is amended to read as follows:

*"305.4.1 Building Sewers.* Building sewers that connect to private sewage systems shall be a minimum of 6 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 6 inches below grade."

- ~~(3)~~(4) Section 903.1 of the International Plumbing Code, ~~2018~~2021 Edition, is amended to read as follows:

*"903.1 Roof extension.* ~~All~~Open vent pipes that extend through a roof shall be terminated at least 6 inches (152 mm) above the roof, ~~except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall terminate at least 7 feet (2,134 mm) above the roof.~~

**Secs. 8-242—8-259. Reserved.**



## DIVISION 6. FUEL GAS CODE

### Sec. 8-260. Adopted.

There is hereby adopted by the city the International Fuel Gas Code, ~~2018~~2021 Edition, together with Appendix A (Sizing and Capacities of Gas Piping), B (Sizing of Vent Systems), C (Exit Terminations), D (Recommended Procedures for Safety Inspections) and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified or amended.

### Sec. 8-261. Amendments.

The following sections of the International Fuel Gas Code, ~~2018~~2021 Edition, are hereby amended to read as follows:

- (1) Section 101.1 of the International Fuel Gas Code, ~~2018~~2021 Edition, is amended to read as follows:

*"101.1 Title.* These regulations shall be known as the fuel gas code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Fuel Gas Code, 2021 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

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- ~~(2) Section 406.4.1 of the International Fuel Gas Code, 2018 Edition, is amended by amending sections 406.4.1 and 406.4.2 to read as follows:~~

~~"406.4.1 Test pressure.~~ The test pressure to be used shall be no less than 1 1/2 times the proposed maximum working pressure but not less than 10 psig (69 kPa gauge) and the test gauge shall not be rated higher than 30 PSI, or at the discretion of the code official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer, low pressure diaphragm gauge or slope gauge. For welded piping, and for piping carrying gas at pressures in excess of 0.5 psig or fourteen (14) inches water column pressure (3.48 kPa), the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa). Where

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~~the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~

~~406.4.2 Test duration. Test duration for residential dwellings shall be not less than 10 minutes. For larger piping systems the code official may require a longer test duration, not to exceed 24 hours."~~

**Secs. 8-262—8-279. Reserved.**

## **DIVISION 7. MECHANICAL CODE**

**Sec. 8-280. Adopted.**

There is hereby adopted by the city the International Mechanical Code, ~~2018~~2021 Edition, together with Appendix A (Chimney Connector Pass-Throughs), and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified, or amended.

**Sec. 8-281. Amendments.**

The following sections of the International Mechanical Code, ~~2018~~2021 Edition, are hereby amended to read as follows:

- (1) Section 101.1 of the International Mechanical Code, 2018 Edition, is amended to read as follows:

"101.1 Title. These regulations shall be known as the mechanical code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Mechanical Code, 2021 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

**Secs. 8-282—8-299. Reserved.**

## **DIVISION 8. ENERGY CONSERVATION CODE**

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**Sec. 8-300. Adopted.**

There is hereby adopted by the city the International Energy Conservation Code, ~~2018~~2021 Edition, together with Appendix RA (Solar-Ready Provisions) with amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified, or amended.

**Sec. 8-301. Amendments.**

The following sections of the International Energy Conservation Code, ~~2018~~2021-Edition, are hereby amended to read as follows:

- (1) Section C101.1 of the International Energy Conservation Code, ~~2018~~2021-Edition, is amended to read as follows:

"C101.1 Title. These regulations shall be known as the energy conservation code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section R101.1 of the International Energy Conservation Code, 2021Edition, is amended to read as follows:

"R101.1 Title. These regulations shall be known as the energy conservation code of the City of Killeen, hereinafter referred to as "this code."

- (3) Section Table R402.1.3 of the International Energy Conservation Code, 2021 Edition, is amended to read as follows:

"Table R402.1.3 Insulation minimum R-Values and Fenestration Requirements by Component. The Ceiling R-Value for Zone 2 is R38."

**Secs. 8-302—8-309. Reserved.**

## **DIVISION 9. SWIMMING POOL AND SPA CODE**

**Sec. 8-310. Adopted.**

There is hereby adopted by the city the International Swimming Pool and Spa Code, ~~2018~~2021 Edition, together with amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified, or amended.

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**Sec. 8-311. Amendments.**

The following sections of the International Swimming Pool and Spa Code, ~~2018~~2021 Edition, are hereby amended to read as follows:

- (1) Section 101.1 of the International Swimming Pool and Spa Code, ~~2018~~2021 Edition, is amended to read as follows:

*"101.1 Title.* These regulations shall be known as the swimming pool and spa code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Swimming Pool and Spa Code, 2021 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Building Inspections Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

**Secs. 8-312—8-319. Reserved.**

## **DIVISION 10. PROPERTY MAINTENANCE CODE**

**Sec. 8-320. Adopted.**

There is hereby adopted by the city the International Property Maintenance Code, ~~2018~~2021 Edition, and amendments, a copy of which is attached hereto and made a part of this chapter for all purposes, the same as if copied in full herein, with the exception of such sections thereof as are hereinafter deleted, modified, or amended.

**Sec. 8-321. Amendments.**

The following sections of the International Property Maintenance Code, ~~2018~~2021 Edition, and amendments, are hereby amended to read as follows:

- (1) Section 101.1 of the International Property Maintenance Code, ~~2018~~2021 Edition, is amended to read as follows:

*"101.1 Title.* These regulations shall be known as the property maintenance code of the City of Killeen, hereinafter referred to as "this code."

- (2) Section 103.1 of the International Property Maintenance Code, 2021 Edition, is amended to read as follows:

"103.1 Creation of agency. The Killeen Code Enforcement Division is hereby created, and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code."

~~(2) Section 103.5 of the International Property Maintenance Code, 2018 Edition, is amended to read as follows:~~

~~"103.5 Fees. The fees for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. The fee for activities and services performed by the department in carrying out its responsibilities under the property maintenance code shall be as indicated in section 8-11 of the City of Killeen Code of Ordinances."~~

~~(3) Section 106.4 of the International Property Maintenance Code, 2018 Edition, is amended to read as follows:~~

~~"106.4 Violation penalties. Persons who shall violate a provision of this code or fail to comply therewith, or fail to comply with any of the requirements thereof or who shall erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit issued under the provisions of this code, shall be guilty of a Class C misdemeanor, punishable by a fine of not more than \$2,000 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense."~~

~~(4) Section 107.1 of the International Property Maintenance Code, 2018 Edition, is amended to read as follows:~~

~~"107.1 Notice to owner or to person or persons responsible. Whenever the building official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given to the owner or the person or persons responsible therefore in the manner prescribed in sections 107.2 and 107.3."~~

~~(5) Section 108 of the International Property Maintenance Code, 2018 Edition, is amended by amending section 108.1 and by deleting sections 108.1.1 through 108.7 to read as follows:~~

~~"108.1 General. When a structure or equipment is found by the building official to be unsafe, dilapidated, imminently dangerous, found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of article V of chapter 8 of the code of ordinances."~~

~~(6) Section 109 of the International Property Maintenance Code, 2018 Edition, is amended by deleting it in its entirety.~~

~~(7) Section 110 of the International Property Maintenance Code, 2018 Edition, is amended by deleting it in its entirety.~~

~~(8)~~(3) Section ~~111~~107 of the International Property Maintenance Code, ~~2018~~2021 Edition, is amended by amending section ~~111~~107.1 and by deleting sections ~~111~~107.2 through ~~111~~107.8 to read as follows:

"SECTION ~~111~~107 CONSTRUCTION BOARD OF APPEALS

~~111~~107.1 *General*. In order to hear and decide appeals of orders, decisions or determinations made by the ~~building~~Code official relative to the application and interpretation of this code, there shall be and is hereby created a construction board of appeals. The construction board of appeals is established in this chapter. Where board of appeals appears in this code, it shall hereinafter read construction board of appeals."

~~(9)~~(4) Section 302.4 of the International Property Maintenance Code, ~~2018~~2021 Edition, is amended to read as follows:

"302.4 *Weeds*. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches (304.8 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."

~~(10)~~(5) Section 302.7 of the International Property Maintenance Code, ~~2018~~2021 Edition, is amended to add Section 302.7.1 to read as follows:

"302.7.1 *Fence Maintenance*.

For the purposes of the chapter, fence shall be as defined in Chapter 31, Division 10 of the Killeen Code of Ordinances.

All fences shall be maintained as follows:

- a. Fences shall not be out of vertical alignment more than one (1) foot from the true vertical (90-degree angle from adjacent grade) measured at the top of the fence.
- b. Any and all broken, loose, damaged, insect damaged, or missing parts (i.e., slats, posts, wood rails, bricks, panels) shall be replaced, removed, or repaired within ~~thirty (30) days~~ a reasonable time to make corrections as indicated in the ~~of~~ notification of non-compliance. Fences enclosing swimming pools or spas must be repaired immediately.
- c. Repairs of any nature shall be made with materials of comparable composition, color, size, shape, and quality of the original fence to which the repair is being made. Nothing herein shall be construed so as to prohibit the complete removal of a fence, unless such fence encloses a swimming pool or spa, or the fence is required for screening purposes in accordance with Chapter 31 - Zoning."

~~(11)~~(6) Section 304.14 of the International Property Maintenance Code, ~~2018~~2021 Edition, is amended to read as follows:

"304.14 *Insect screens*. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored, shall be supplied with approved tightly fitted screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

*Exception:* Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed."

(12)(7) Sections 602.3 and 602.4 of the International Property Maintenance Code, ~~2018~~2021 Edition, are amended to read as follows:

"602.3 *Heat supply*. Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

*Exception:* When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

602.4 *Occupied workspaces*. Indoor occupiable workspaces shall be supplied with heat to maintain a temperature of not less than 65°F (18°C) during the period the space is occupied. Exceptions:

1. Processing, storage, and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

(8) Section 607 of the International Property Maintenance Code, 2021 Edition, is amended to add Section 607.2 to read as follows:

"607.2 *Duct Cleaning*. Existing heating and/or air conditioning ducts are required to be free of excessive dust, lint, mold, or other contaminants.

Secs. 8-322—8-339. Reserved.

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**SECTION II.** That Chapter 11, Articles III and V of the City of Killeen Code of Ordinances are hereby amended to read as follows:

**ARTICLE III - FIRE PREVENTION CODE**

\* \* \* \* \*

**Sec. 11-61. - Adopted.**

There is hereby adopted by the city for the purpose of prescribing regulations consistent with nationally recognized practices for the reasonable protection of life and property from the hazards of fire and explosion within the city, that certain code known as the International Fire Code, ~~2018~~2021 edition, together with Appendices B [Fire-Flow Requirements For Building], D [Fire Apparatus Access Roads], E [Hazard Categories], F [Hazard Ranking], G [Cryogenic Fluids - Weight and Volume Equivalents] thereto, save and except such portions as are hereinafter deleted, modified or amended. Such code shall be controlling within the limits of the city and shall become a part of this Code.

**Sec. 11-62. - Amendments.**

The fire prevention code adopted by this article is hereby amended and changed in the following respects:

- (1) Section 202 of the International Fire Code, ~~2018~~2021 Edition, is amended by adding the definition to read as follows:

" *Standby personnel* is qualified fire service personnel, approved by the fire chief. When utilized, the number required shall be as directed by the fire chief. Charges for utilization shall be as normally calculated by the jurisdiction."

- (2) Section 307.1 of the International Fire Code ~~2018~~2021 Edition, is amended to read as follows:

"A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and in accordance with this section. Burning shall be commenced and completed between 7:00 a.m. and 6:00 p.m. The fire department shall be notified before the fire is kindled and when the fire is exhausted or extinguished."

- (3) Section 307.2 of the International Fire Code, ~~2018~~2021 Edition, is amended to read as follows:

"307.2 *Permit required* . A permit shall be obtained from the code official in accordance with section 105.6 prior to kindling a fire for recognized land development or silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. A permit shall likewise be obtained prior to kindling a fire for land clearing, farming, or agricultural purposes, which shall be permitted only on tracts zoned and used A (agricultural) or A-R1 (agricultural single-family residential). Application for such



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approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled."

- (4) Section 307.4 of the International Fire Code, ~~2018~~2021 Edition, is amended to read as follows:

" *307.4 Location* . The location for open burning shall not be less than 300 feet (91440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91440 mm) of any structure."

- (5) Section 503.1.1 of the International Fire Code, ~~2018~~2021 Edition, is amended by deleting the exceptions.

- (6) Section 503.2.1 of the International Fire Code, ~~2018~~2021 Edition, is amended to read as follows:

" *503.2.1 Dimensions* . Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 14 feet 0 inches (4,752 mm)."

- (7) Section 503.2.3 of the International Fire Code, ~~2018~~2021 Edition, is deleted in its entirety.

- (8) Section 507.5.1 of the International Fire Code, ~~2018~~2021 Edition, is amended to read as follows:

" *507.5.1 Where required*. Fire hydrants and mains shall be provided where required by local ordinance."

- (9) Section 913 of the International Fire Code, ~~2018~~2021 Edition, is amended to read as follows:

" *913 Fire pump system supervision*. The fire-pump system shall be supervised for 'loss of power,' 'phase reversal' and 'pump running' conditions by the supervisory signal on distinct circuits."

- (10) Section 5601.1.3 of the International Fire Code, ~~2018~~2021 Edition, is amended to read as follows:

" *5601.1.3 Fireworks*. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

*Exceptions:*

1. Storage and handling of fireworks as permitted in section 5604.
2. Manufacture, assembly and testing of fireworks as permitted in section 5605.
3. The use of fireworks for display as permitted by local ordinances."

- (11) Section 5608 of the International Fire Code, ~~2018~~2021 Edition, is amended by deleting sections 5608.2 through 5608.10 and amending section 5608.1 to read as follows:

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" 5608.1 General. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions shall comply with local ordinances and NFPA 1123 or NFPA 1126."

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## ARTICLE V. - FIRE HYDRANTS AND FIRE LANES

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### Sec. 11-115. - Same—Restrictions.

- (a) Required fire lanes when not connected at both ends to a public street shall terminate in a turnaround having a minimum radius of fifty (50) feet or approved hammerheads as seen in the International Fire Code, ~~2018~~2021 edition Appendix D figure D103.1.
- (b) All required fire lanes shall be all-weather surfaced. For the purposes of this article, "all-weather surface" means asphalt or concrete.
- (c) Fire lanes shall be installed prior to the issuance of the certificate of occupancy.
- (d) All required fire lanes shall be approved by the fire marshal.
- (e) All required fire lanes shall not be used as loading zones.
- (f) There shall be no parking in any fire lane at any time.

**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 on March 1, 2022.

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**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this \_\_\_ day of January, 2022, 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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Jose L. Segarra, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

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Lucy C. Aldrich, CITY SECRETARY

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Traci S. Briggs, CITY ATTORNEY



# 2021 INTERNATIONAL BUILDING CODES ADOPTION

OR-22-003

January 18, 2022

# Construction Codes locations:

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- 10 construction codes are located in **Chapter 8 – *Building and Construction Regulations***
- The Fire Code is located in **Chapter 11- *Fire Prevention and Protection***
- International Residential Code
- International Building Code
- International Existing Building Code
- International Plumbing Code
- International Fuel Gas Code
- International Mechanical Code
- International Electrical Code
- International Energy Conservation Code
- International Swimming Pool and Spa Code
- International Property Maintenance Code
- International Fire Code

# The code adoption process is normally a repeating 3-Year Cycle. Our history is:

3

<u>Code Set</u>	<u>Effective Date</u>	<u>Years Enforced</u>
1988 SBC / 1990 NEC	May 1990	12 years
2000 IBC & IFC / 1999 NEC	May 2002	4 years
2003 IBC & IFC / 2005 NEC	Feb 2006	3 years
2006 IBC & IFC / 2009 NEC	Feb 2009	3 years
2009 IBC & IFC / 2008 NEC	Feb 2011	5 years
2012 IBC / 2011 NEC	(Skipped)	
2015 IBC & IFC / 2014 NEC	Jan 2016	3 years
2018 IBC & IFC / 2017 NEC	Jan 2019	3 years
<b>2021 IBC &amp; IFC / 2020 NEC</b>	<b>Mar 2022?</b>	

# Code Adoption - Area Cities Report:

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## □ **Currently:**

- Killeen is on the 2018 Codes and the 2017 NEC
- Harker Heights since Jan 1, 2022 is on the **2021 Codes** and **2020 NEC**
- Temple is on the 2015 Codes and 2008 NEC
- Copperas Cove is on the 2015 Codes and 2014 NEC
- Waco is on 2018 Codes and **2020 NEC**

## □ **Future Code Adoptions:**

- Killeen is considering to adopt the new codes effective Mar 1, 2022.
- Copperas Cove, Temple and Waco all report no timeline to adopt 2021 Codes

# FYI-Codes adopted by the State of Texas:

5

## □ **Currently:**

- 2012 Building Code
- 2012 Residential Code
- **2020 Electrical Code**
- 2018 Plumbing Code
- 2015 Mechanical Code
- 2015 Energy Code
- **2021 Swimming Pool and Spa Code**
- 2015 Fire Code

**These codes are the minimum standards that apply to construction in Texas.**



# Benefits of Adopting New Codes

6

- Provide up to date, **highest quality codes**, standards and products in which to construct with.
- Improve the health, safety, and general welfare for our citizens by creating **safer buildings**.
- Improve the standards for **energy-efficient buildings**.
- Maintain and/or improve our **ISO** (Insurance Services Office) Rating.

# ISO Building Code Effectiveness

## Grading Schedule

7

Grading ranges are between 1 and 10 with 1 being favorable. This audit occurs every 4 to 6 years.

### The City of Killeen's past scores:

Year	Residential	Commercial
<b>2018</b>	<b>4</b>	<b>4</b>
2014	5	4
2008	5	5

Waco, HH and Pflugerville all report they all scored 5 and 4 respectfully; Leander received 6 and 4.

**The state average score in 2018 was 6 and 6**

# ISO's Building Code Effectiveness Grading Schedule is Based upon:

8

- The building codes in effect at the time of audit.
- Well-enforced, up-to-date codes demonstrates a lower loss experience during **natural disasters**.
- Benefits include **safer** buildings and less damage.
- Grading is based upon;
  - ▣ Adoption of **newer** construction codes;
  - ▣ Level of **certified** staff;
  - ▣ Use of **check list** in plans review and inspections; and
  - ▣ Level of enforcement through **Stop Work Orders**.

# Joint public review of new codes:

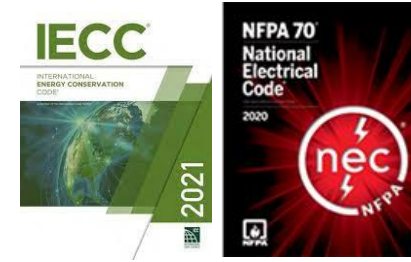
9

On **Nov 4 & 9, 2021**, staff hosted two public meetings with the local building community with the construction board of appeals to review **significant** code changes affecting Killeen construction.

Staff presented over 80 significant code changes affecting construction in Killeen.

On **November 9, 2021**, the **construction board of appeals** made recommendation to the **city council** for the adoption of the new 2021 International Construction Codes, the 2020 National Electric Code and local amendments to Chapter 8 as presented; **with one code amendment – to keep the attic insulation at R38 (14”) instead of the new code level of R49 (18”).**

# Significant Construction Code Changes



10

- Most significant overall code changes are primarily in the:
  - ▣ **Energy Code** and
  - ▣ **Electrical Code.**
- Major Energy Code items identified:
  - ▣ Increase the attic insulation from:
    - R38 to **R49**
    - From 14” to **18**” (4” increase)
  - ▣ Increased attic vent baffles to be continuous.
  - ▣ Require air barriers and air leakage testing of new apartments and new commercial buildings less than 5,000 sq ft.

# Significant **Energy Code** Changes

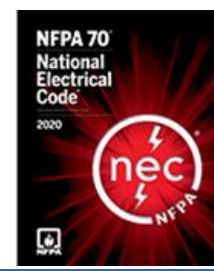


11

- The one code amendment from the Construction Board:
  - *The Construction Board per the request of some attending homebuilders recommended keeping **R38** attic insulation as it is now and not require the new **R49** increase.*
  - *Cost increase would be about \$1,600*
  - *Benefit energy savings would be about 3%*



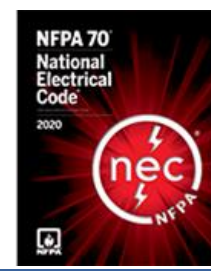
# Significant **Residential and Commercial Electrical Code** Changes



12

- ❑ State adopted the 2020 NEC effective November 1, 2020. It has been law in Texas for little over one year.
- ❑ State requires all licensed electricians to wire per the new 2020 NEC Code.
- ❑ Harker Heights and Waco has already adopted 2020 NEC.
- ❑ If adopted, Killeen will be current with this state code.

# Significant **Electrical Code** Changes



13

Most major safety changes in the new **2020 Electric Code** code changes are related about:

- **Surge protection**
- **GFCI protection**
- **Fire department's disconnect**
- **Solar power**
- **Electric vehicle charging**



# Residential Estimated Code Cost of Compliance



14



- Total estimate (without electrical or attic insulation increase) = **\$650 to \$1,050** depending on size of house.



# Fire Alarm in R-1 Hotel/Motel

15

- Manual fire alarm required in existing R-1 hotel or motel when  $> 1$  story or  $> 20$  sleeping rooms.

## Exceptions:

1. Fire alarm system not required if only 1-story with  $> 20$  sleeping rooms AND each room has direct access to public way AND each sleeping room is separated by 1-HR
2. Fire alarm system not required if  $\leq 3$  stories with  $\leq 20$  sleeping rooms AND is sprinklered with NFPA 13 or 13R
3. Fire alarm system I required but only 1 manual fire alarm box IF sprinklered with NFPA 13 or 13R



# CO Detection in Existing Buildings

16

- CO detection required in existing:
  - ▣ Group I-1, I-2, I-4
  - ▣ Group R
  - ▣ Classrooms in Group E

Can be battery operated CO alarms if the code in effect at the time of construction did not require CO detection.

# Code Review Conclusion

The Killeen Construction Board of Appeals and the Building Inspections staff both recommends the adoption of the new construction codes with changes to Chapter 8 as presented and the Fire Marshal's office recommends the adoption of the new fire code as amended in Chapter 11:

- ❑ New 2021 International Construction Code Set
- ❑ New 2020 National Electric Code
- ❑ New 2021 International Fire Code
- ❑ Local amendments to both Chapter 8 and 11



# City of Killeen

## Legislation Details

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**File #:** OR-22-004    **Version:** 1    **Name:** Ordinance amending Chapter 26, Division VI-Traffic Impact Analysis

**Type:** Ordinance    **Status:** Ordinances

**File created:** 1/6/2022    **In control:** City Council Workshop

**On agenda:** 1/18/2022    **Final action:**

**Title:** Consider an ordinance amending the Code of Ordinances Chapter 26, Subdivisions and Other Property Developments, to establish the requirements for a Traffic Impact Analysis.

**Sponsors:** Development Services, City Attorney Department

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Andrew Zagars, City Engineer

**SUBJECT:** Consider an Ordinance amending Chapter 26 to establish the requirements for a Traffic Impact Analysis

### **BACKGROUND AND FINDINGS:**

The City currently has no requirements for development proposals to analyze and report the impact to the City infrastructure as a result of increased traffic. The traffic impact analysis (TIA) is a study that assesses the adequacy of the existing and future transportation infrastructure as it relates to additional traffic generated by a proposed development, redevelopment, or land rezoning. The TIA also includes any necessary improvements to the City's transportation infrastructure that would be needed as a result of a proposed development, redevelopment, or land rezoning. A TIA allows the city to better manage their transportation infrastructure by requiring developers to participate in needed improvements to the infrastructure as a result of the proposed developments, redevelopment, or land rezoning.

### **THE ALTERNATIVES CONSIDERED:**

1. Take no action
2. Request a modification or further studies to the proposed ordinance change
3. Adopt the ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances

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

Alternate 3 is recommended by staff. The addition of the Traffic Impact Analysis in developments that generate large amounts of traffic allow the city to better manage their traffic infrastructure system. This also allows the City a process to have developers participate in improvements to the City's infrastructure as a result of the development.

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

This complies with City Policy as established by Chapter 26, Subdivisions and Other Property Developments, and ensures the health, safety and general welfare of the city and the safe, orderly, and healthful developments of the city.

**FINANCIAL IMPACT:**

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

This action requires no expenditures at this time.

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

This action requires no expenditures at this time.

**Is this expenditure budgeted?**

This action requires no expenditures at this time.

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

Not applicable.

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

This action requires no expenditures at this time.

**RECOMMENDATION:**

Staff recommends that the attached ordinance to amend Chapter 26, Subdivision and Other Property Developments, be approved to allow the City of Killeen to require Traffic Impact Analysis reports to be a requirement for developments that generate large amounts of traffic that impact our infrastructure.

**DEPARTMENTAL CLEARANCES:**

Development Services  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

**AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION AND PROPERTY DEVELOPMENT REGULATIONS; ADDING STANDARDS FOR TRAFFIC IMPACT ANALYSES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City of Killeen has declared the application and enforcement of the City's subdivision and development regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

**WHEREAS**, the City Council desires to amend subdivision and development regulations to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality;

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

**SECTION I.** That Chapter 26 of the City of Killeen Code of Ordinances is hereby amended as follows:

\*\*\*\*\*

**Sec. 26-2. Definitions.**

The following words, terms, and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Words not specifically defined shall have the meanings given in Webster's Ninth New Collegiate Dictionary, as revised.

\*\*\*\*\*

*Level of Service (LOS)* shall mean a qualitative measure of roadway capacity and intersection delay, as set forth in the edition of the Highway Capacity Manual approved by the City Engineer.

*Traffic Impact Analysis (TIA)* shall mean a specialized engineering study that determines the potential traffic impacts of a proposed traffic generator or development.

\*\*\*\*\*

*DIVISION 5. RESERVED*

*Secs. 26-128—26-179. Reserved.*



DIVISION 6. TRAFFIC IMPACT ANALYSIS

**Sec. 26-180. When required.**

(a) A Traffic Impact Analysis (TIA) shall be submitted to and approved by the City Engineer prior to any application for a preliminary plat, commercial site plan, zoning change request, or Certificate of Occupancy where a change of use which will generate traffic in excess of 2,000 average daily trips or 100 peak hour trips, as based upon the edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual approved by the City Engineer. If specific land uses for the development are not specified at the time of application, the daily trip generation rate for the most intensive land use from the ITE Manual for the land use classification of the application shall be used to compute the estimated average daily trips. The average daily trip and peak hour trip estimates shall include a breakdown of trips by type of vehicle in accordance with the Federal Highway Administration Vehicle Classification Types.

**Sec 26-181. Study scope.**

(a) When a TIA is required, the scope of the analysis shall be determined during a scoping meeting with the City Engineer. The City Engineer may involve representatives of or request assessments from other agencies and departments. The elements to be determined during the scoping session shall include the following:

(1) The points of access and key streets and intersections that may be affected by development of the subject tract constitute the impact area. Traffic recorder and turning movement assessment locations shall be determined.

(2) The area for the TIA shall include traffic being generated by adjacent developments at a minimum of one-half (½) mile of the development boundaries that will be utilizing any street infrastructure or if the adjacent development is in the jurisdiction of another City or ETJ, the applicant must include that area in its TIA scope.

(3) Periods of analysis shall include average daily traffic, peak AM and PM, or weekend peak hour, if found to be higher than the weekday.

(4) Scenarios for analysis include existing conditions, opening year conditions with and without development, and 10 years after opening with and without development.

(5) Process for determining trip generation and distribution, including trip generation category, diversion assumptions, distribution assumptions, and capacity analysis.

(6) The rate of growth assumed in background traffic assumptions.

(7) Anticipated developments projects in the area of the study that have been approved or are under review.

(b) If a TIA is required, it shall be based on the ITE Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the road network to serve the proposed development, and whether off-site road dedication and improvements should be made to mitigate the effects of the development proposed in the application.

(c) An initial TIA shall be approved by the City Engineer prior to submittal of a preliminary plat. An updated TIA shall be approved prior to the submittal of all final plat applications and shall be generally consistent with the initial TIA. The initial TIA shall be updated whenever a subdivision plat or site plan is modified to authorize more intensive development.

**Sec 26-182. Traffic Impact Analysis elements.**

When a TIA is required, the following items shall be included in the submitted report:

- (a) An existing condition survey of the transportation system, which includes the following:
- (1) The street system shall be described including geometric features lane usage traffic control, signage, sight distances and adjacent uses and curb cuts.
  - (2) Existing traffic volumes shall be provided for the impact area including both ADT (average daily traffic) and “Design” peak hour volumes. ADT shall be derived from the latest available counts taken by the City or Texas Department of Transportation. Peak hour volumes shall be obtained from field counts. Data shall be adjusted for daily and seasonal variations. Turning movement counts for the peak hour shall be provided for critical intersections. Peak hour periods shall be as determined at the scoping meeting.
  - (3) Existing capacity analysis of signalized and un-signalized intersections. The analysis shall state the existing Level of Service (LOS) of all intersections in the study.
  - (4) Other items may be required at the discretion of the City Engineer depending upon the type and scale of the project. These may include, but are not limited to, queue length analysis, pedestrian counts, accident data, traffic speeds (both 50th and 85th percentile), and stopping sight distances.
- (b) A calculated future condition of the transportation system without development, which includes the following:
- (1) Capacity analysis to be provided for opening year plus ten (10) years for key intersections (and roadway segments where appropriate) without the development but including any planned developments. The analysis shall be based upon the edition of the Highway Capacity Manual approved by the City Engineer, or other methodologies approved in advance by the City Engineer. The analysis shall state the future LOS for all intersections within the study.
- (c) A calculated condition of the future transportation system with development, which includes the following:
- (1) Projections of the daily and peak hour traffic generation of the project shall be made using the ITE Trip Generation Manual unless the City Engineer determines that locally derived data will provide more accurate forecasts. Data from similar facilities may be used where the information is not available from ITE.
  - (2) The projected trips shall be distributed onto the road network as agreed in the scoping meeting.
  - (3) Capacity analysis for opening year and plus 10-year for key intersections (and roadway segments where appropriate). The analysis shall state the future LOS for all analysis intersections within the study.
  - (4) Special analysis as may be required to determine warrants for signalization, minimum safe sight distances, gap analysis, turning radius requirements, queue length analysis, turning lane length analysis, curb cut locations or similar requirements.
- (d) Mitigation Plan of the transportation system as a result of the study.
- (1) The TIA shall identify any transportation improvements needed to maintain a LOS D or better as a result of the proposed development. Where the existing LOS is below D, the TIA shall clearly state needed improvements needed to match the existing conditions, and also obtain a LOS D that includes the increase traffic from the development. Where the analysis indicates that the project will create deficiencies in the impact area as a result of the development, improvements shall be recommended and include projected cost estimates. Cost estimates shall include right-of-way acquisition, utility relocation, and transportation facility design and construction. All cost estimates shall be approved by the City Engineer or the City Manager or his/her designee prior to acceptance of the TIA. The design of improvements shall be in accordance with specifications of the City Engineer and, where appropriate, the Texas Department of Transportation. The mitigation

plan shall also include any dedications necessary to comply with the City Minimum Road Standards. Where the final approval authority for any procedure determines that a mitigation plan is not adequate to address the traffic impacts of the project, it may serve as a basis for denial of the permit or subdivision plat.

**Sec. 26-183. Level of Service Standards.**

In conducting the TIA in accordance with this Division, the intersection and roadway segment LOS standard shall be a minimum of D.

**Sec. 26-184. Consultants.**

The City may require an independent licensed professional traffic engineer to review of all or part of the TIA submitted by the applicant. The fee for this additional review shall conform with the City's adopted fee schedule.

**Sec. 26-185. City evaluation and action.**

The City shall evaluate the adequacy of the TIA prepared by the applicant. Based upon such evaluation, the City shall determine (1) whether the application may be approved in the absence of dedication of rights-of-way or construction of improvements to each affected thoroughfare and (2) the extent of the applicant's obligations to make such dedications or improvements. **If additional dedication or improvements are necessary, as determined by the TIA, the City shall condition the approval of the application on one or more of the following performances by the applicant:**

- (a) Delay or phasing of development until thoroughfares with adequate capacity or intersection improvements are constructed.
- (b) A reduction in the density or intensity of the proposed development sufficient to assure that the road network has adequate capacity to accommodate the additional traffic to be generated by the development.
- (c) The dedication or construction of thoroughfares or traffic control improvements needed to mitigate the traffic impacts generated by the proposed development.

**Sec. 26-186. Deferral of obligation.**

Upon request of the applicant or property owner, the obligation to dedicate or improve thoroughfare rights-of-way or to make intersection improvements imposed on an application may be deferred to a later stage of the development process. As a condition of deferring the obligation to dedicate rights-of-way for or to improve thoroughfares, which deferral shall be **at** the sole discretion of the City, the City **may** specify the amount and timing of the rights-of-way dedication or improvements to thoroughfares.

**Sec. 26-187. Cash contributions.**

In lieu of the obligation to improve thoroughfares or make traffic control improvements to achieve road adequacy, the applicant may propose to make equivalent cash contributions based upon the development project's proportionate share of the costs of improvements, which the City in its sole discretion may accept in satisfaction of road adequacy standards in this **Division**. Any funds accepted by the City shall be earmarked for construction of the improvements for which the contribution was made.

**Sec 26-188. Options.**

Whenever the proposed development's share of the costs of a thoroughfare or traffic control improvement needed to mitigate traffic generated by the development is less than 100 percent, the City in its sole discretion may do the following:

- (a) Participate in excess costs;

- (b) Aggregate the costs of improving the multiple thoroughfares or intersections identified in the Traffic Impact Analysis and require improvements to only some of the thoroughfares or intersections affected by the development; or
- (c) Cooperate with the developer in the use of its governmental powers to assist in the timely and cost-effective implementation of improvements. Assistance shall not mean financial aid in the actual easement/right-of-way acquisition, construction or engineering costs. Specifically, the City may:
  - (1) Assist in the acquisition of necessary right-of-way and easements;
  - (2) Assist in the relocation of utilities;
  - (3) Assist in obtaining approvals from Bell County
  - (4) Assist in obtaining approvals from TXDOT;
  - (5) Assist in securing financial participation from major thoroughfare improvements from Bell County, TXDOT or the Killeen-Temple Metropolitan Planning Organization (KTMPO) or other area wide transportation planning and management entities as may be established in the future.

**Sec. 26-189. Appeal of road adequacy conditions.**

- (a) An applicant may appeal the following decisions under this Division to the City Manager or designee:
  - (1) Denial of application resulting from a determination that the Mitigation Plan was insufficient;
  - (2) Some or all of the conditions required by the TIA for approval of the application;
- (b) The appeal may also allege that the imposition of the conditions deprives the owner of the economically viable use of the land, or of a vested property right.
- (c) The applicant shall provide a study in support of the appeal including information that includes the total vehicle miles of road capacity utilized by the proposed development, employing average trip length and equivalency Tables. The applicant shall provide the total vehicle miles of road capacity supplied by proposed dedications of rights of-way or improvements to thoroughfares.
- (d) The City Manager or designee shall consider the appeal and determine whether the street or traffic control dedication and construction requirements are roughly proportional to the nature and extent of the impacts on the road network created by the development proposed. If the petition also alleges that the proposed dedication or construction requirements constitute a deprivation of economically viable use or of a vested property right, the City Manager or designee also shall consider such issues. Following such determinations, the City Manager or designee may take any of the following actions regarding the road adequacy portion of the appeal:
  - (1) Deny the appeal, upon determining that the required dedications of rights-of-way for or improvements to thoroughfares or traffic control improvements are roughly proportional to the nature and extent of the impacts created by the development, and order that such dedication or improvements be made as a condition of approval of the application.
  - (2) Deny the appeal, finding that the dedication or improvement requirements are inadequate to achieve road adequacy, and either deny the application or require that additional dedications of rights-of-way dedication for or improvements to thoroughfares, or traffic control improvements, be made as a condition of approval of the application; or
  - (3) Grant the appeal and waive in whole or in part any dedication or construction requirement that is not roughly proportional.

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

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 25<sup>th</sup> day of January, 2022, 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**

\_\_\_\_\_  
Jose L. Segarra, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lucy C. Aldrich, CITY SECRETARY

\_\_\_\_\_  
Traci S. Briggs, CITY ATTORNEY



## TRAFFIC IMPACT ANALYSIS ORDINANCE

OR-22-004

January 18, 2022

# Background

- On September 21, 2021, City Council directed staff to move forward with a discussion on Traffic Impact Analysis (TIA) requirements
- Planning and Zoning Commission reviewed Municipal Code Section 26, and 31 Update Ordinance that included the Traffic Impact Analysis
- On January 4, 2022, Staff presented a discussion item on the proposed Traffic Impact Analysis progress
  - Based on feedback received, the TIA ordinance is being presented separately from other amendments, to avoid any delays

# Traffic Impact Analysis

- Developer studies impacts of a particular development
  - ▣ Provides improvements when traffic conditions reach undesirable level due to increased traffic
- Improvements can include turn lanes, deceleration lanes, and participation in traffic signals
- Improvements happen when impact occurs
  - ▣ Built and designed by developer
- Incremental approach to improvements based on need



# Alternatives Considered

4

- Take no action
- Request a modification or further studies to the proposed ordinance change
- Adopt the ordinance amending Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances

# Recommendation

- Adopt the ordinance amending Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances to require a traffic impact analysis with certain developments



# City of Killeen

## Legislation Details

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**File #:** PH-22-008    **Version:** 1    **Name:** Public Hearing on Proposed Charter Amendments  
**Type:** Public Hearing    **Status:** Public Hearings  
**File created:** 12/29/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** HOLD a public hearing and discuss proposed charter amendments.  
**Sponsors:** City Attorney Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Proposed Charter Amendments](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Holli Clements, Deputy City Attorney  
**SUBJECT:** Public Hearing on Proposed Charter Amendments

### **BACKGROUND AND FINDINGS:**

The charter is the fundamental governing document of a home rule city in Texas. The City of Killeen originally adopted its home rule charter in 1949 and it has been amended various times since then, most recently in 2018. The Charter may only be amended by popular vote at an election.

On August 17, 2021, City Council directed that a Council-led charter review be scheduled with an anticipated May 2022 municipal election date. Over the past several months, Council has reviewed all twelve articles of the charter, proposed changes to various sections, and held a townhall meeting to solicit citizen input on proposed changes. City Council further directed that two public hearings be held on January 11, 2022, and January 25, 2022. The last day to order a May 2022 election is February 18, 2022, per state law.

If a charter amendment election is ordered, the charter election will be May 7, 2022, to coincide with the general election for Mayor and Councilmembers at Large.

### **THE ALTERNATIVES CONSIDERED:**

After holding public hearings, the alternatives will be to order a charter election on proposed amendments, not order a charter election, or order a charter election on different or additional charter amendments.

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

Staff recommends that City Council hold a public hearing at this time to gain additional public input and decide on February 8, 2022, whether to order a charter election on May 7, 2022, on proposed amendments with revisions as appropriate based on further input and discussion.

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

This item conforms to charter provisions as well as relevant provisions of the Texas Election Code.

**FINANCIAL IMPACT:**

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

There is no fiscal impact associated with this public hearing.

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends that City Council hold a public hearing at this time and decide on February 8, 2022, whether to order a charter election on May 7, 2022, on proposed amendments with revisions as appropriate based on further input and discussion.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Proposed Charter Amendments

## **PART I CHARTER<sup>1</sup>**

### **CHARTER OF THE CITY OF KILLEEN**

## **ARTICLE I. INCORPORATION: FORM OF GOVERNMENT: TERRITORY**

### ***INCORPORATION***

Section 1. The inhabitants of the City of Killeen, within the corporate limits as now established or as hereafter established in the manner provided by this charter, shall continue to be a municipal body politic and corporate in perpetuity, under the name of the "City of Killeen."

### ***FORM OF GOVERNMENT***

Section 2. The municipal government provided by this charter shall be known as the "council-manager government." Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by this charter, all powers of the city shall be vested in an elective council, hereinafter referred to as "the council," which shall enact local legislation, adopt budgets, determine policies, and employ the city manager, who shall execute the laws and administer the government of the city. All powers of the city shall be exercised in the manner prescribed by this charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance.

### ***BOUNDARIES***

Section 3. The bounds and limits of the City of Killeen shall be established and described by ordinance passed and approved by the city council.

### ***CREATION OF DISTRICT BOUNDARIES***

Section 4. Until and unless changed as provided by this Charter, the City of Killeen shall be divided into four (4) districts for voting purposes. Districts 1, 2, 3, and 4 shall be single member districts, and their boundaries shall be established by ordinance passed and approved by the City Council. (Amend. of 5-3-97; Amend. of 5-7-05)

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<sup>1</sup>Editor's note(s)—Printed in this part is the home rule charter for the City of Killeen, Texas. The charter was adopted by the voters of the city on March 3, 1949 and amended on April 1, 1958 and May 4, 1971. This part is derived from a copy of the charter furnished by the city in which such amendments had been included in the text. The charter is printed as found in such copy, except that obvious spelling errors have been corrected. Any other change is encased in brackets.

## ARTICLE II. CORPORATE AND GENERAL POWERS

### ***POWERS OF THE CITY***

Section 5. The City shall have all the powers granted to municipal corporations and to cities by the constitution and laws of the State of Texas, together with all the implied powers necessary to carry into execution all the powers granted. The city may acquire property within or without its corporate limits for any city purposes in fee simple or any lesser interest or estate, by purchase, gift, devise, lease, or condemnation, and may sell, lease, mortgage, hold, manage and control such property as its interests may require; and, except as prohibited by the constitution of this state or restricted by this charter, the city shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever. The city may use a corporate seal; may sue and be sued, may contract and be contracted with; may implead and be impleaded in all courts and places and in all matters whatever; may cooperate with the government of the State of Texas or any agency thereof, the Federal Government or any agency thereof, or any political subdivision of the State of Texas, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety, and convenience of the city or its inhabitants; and may pass such ordinances as may be expedient for maintaining and promoting the peace, welfare and government of the city, and for the performance of the functions thereof. The enumeration of particular powers by this charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Killeen shall have, and may exercise, all powers of local self-government, and all powers enumerated in Chapter 13, Title 28, Revised Civil Statutes of the State of Texas of 1925, and the acts amendatory thereof and supplementary thereto, now or hereafter enacted, or any other powers which, under the constitution and laws of the State of Texas, it would be competent for this charter specifically to enumerate, and also such further powers as may hereafter be granted under the constitution and laws of Texas.

### ***EXTENSION OF CITY LIMITS UPON REQUEST, PETITION OR ELECTION***

Section 6. The City Council may, by ordinance, annex an area if each owner of land in the area requests the annexation in accordance with Texas Local Government Code 43.0671, et seq, and as it may be hereinafter amended.

When a majority of the ~~inhabitants, qualified to vote for members of the Texas State Legislature, of any territory adjoining Killeen~~ registered voters of an area with a population of less than 200 ~~, as said territory may be designated by the City Council~~ desires the annexation of such ~~territory area to Killeen~~, they may present a written petition to that effect to the City Council and shall attach to said petition the affidavit of one or more of their number to the effect that said petition is signed by a majority of such ~~qualified~~ registered voters, and thereupon, the City Council ~~at the next regularly scheduled session held not sooner than twenty (20) days after the presentation of said petition~~ may, by ordinance, annex such territory to Killeen in accordance with Texas Local Government Code 43.0681, et seq, and as it may be hereinafter amended. If the registered voters of the area do not own more than 50 percent of the land in the area, the petition must be signed by more than 50 percent of the owners of the land in the area.

The City Council may, by ordinance, annex an area with a population of 200 or more after the City holds an election in the area to be annexed at which a majority of the votes received approved the annexation and if the registered voters of the area do not own more than 50 percent of the land in the area, the City obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.

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On the effective date of the ordinance, the area becomes a part of the City of Killeen and the inhabitants thereof shall be entitled to all the rights and privileges of other citizens of the City of Killeen and shall be bound by the acts, ordinances, resolutions and regulations of the city.

~~Should there be no such qualified voters in said territory, the owners may petition the City Council in accordance with Texas Local Government Code, § 43.028 or any successor statute thereto, and the City Council by ordinance consistent with State law, may annex the area. (Amend. of 5-4-91)~~

### **EXTENSION OF CITY LIMITS BY THE CITY COUNCIL**

Section 7. The City Council shall have power, by ordinance, to fix and extend the boundaries of Killeen and to exchange area with other municipalities, ~~with or without the consent of the territory and inhabitants annexed or relinquished~~. Upon the introduction of such ordinance by the city council, the procedures for annexation set forth by state law shall be followed, as found in Chapter 43, Local Government Code, and as may hereafter be amended. Once annexed, the territory and inhabitants shall be a part of Killeen, entitled to all rights and privileges and shall be bound by the acts, ordinances, resolutions and regulations of Killeen. (Amend. of 5-3-97; Amend. of 5-5-01)

### **CHANGE OF DISTRICT BOUNDARIES**

Section 8. The City Council may, by ordinance, alter or change the district boundaries of the City of Killeen, and resubdivide the City into districts, designating and describing same by metes and bounds or other adequate means, provided there shall at all times be four districts within the city. Each district now existing or that may hereafter be established shall be designated so that each district shall contain as nearly as possible the same number of qualified electors. The City Council shall review such districts for possible boundary changes within two (2) years after the federal decennial census has been conducted and reported; and the City Council, at its discretion, may review and change such districts at any time deemed necessary. ~~All amendments of existing district boundaries shall be effective only after preclearance approval under Section 5, Federal Voting Rights Act, 42 U.S.C. Section 1973c and the acts amendatory thereof and supplementary thereto, now or hereafter enacted.~~ If district boundaries are altered or changed and a councilmember no longer lives in the district for which he was elected, he shall remain in office until the end of his term. (Amend. of 5-4-91; Amend. of 5-7-05; Amend. of 5-11-13)

### **EMINENT DOMAIN**

Section 9. The City shall have the full right, power and authority to exercise the power of eminent domain when necessary and desirable to carry out any of the powers conferred upon it by this charter, or by the constitution or laws of the state of Texas. (The City shall have and possess this power of condemnation of property within or without the corporate limits for any municipal or public purpose, even though not specifically enumerated herein or in this charter.) (Amend. of 5-3-97)

### **ESTABLISHMENT AND CONTROL OF STREETS**

Section 10. The City of Killeen, shall have the power to lay out, establish, open, alter, widen, lower, extend, grade, abandon, discontinue, abolish, close, care for, pave, supervise, maintain and improve streets, alleys, sidewalks, parks, squares, public places and bridges; and regulate the use thereof and require the removal from streets, sidewalks, alleys and other public property or places of all obstructions and encroachments of every nature or character.



### ***STREET IMPROVEMENTS***

Section 11. The City of Killeen shall have exclusive dominion, control and jurisdiction in, upon, and over and under the public streets, avenues, alleys and highways of the city, and may provide for the improvement thereof by paving, re-paving, raising, draining, or otherwise. Such exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, alleys and highways of the city shall also include, but not be limited to, the right to regulate, locate, relocate, remove or prohibit the location of, all utility pipes, lines, wires, or other property.

### ***GARBAGE DISPOSAL***

Section 12. The city council shall have the right by ordinance to adopt and prescribe rules and regulations for the handling and disposition of all garbage, trash, refuse and rubbish within the City of Killeen, and shall further have the right to fix charges and compensation to be charged by the city for the removal of garbage, trash, refuse and rubbish, providing rules and regulations for the collection thereof.

### ***MUNICIPAL COURT***

Section 13. There shall be a court for the trial of misdemeanor offenses known as the Municipal Court of Record of the City of Killeen, with such powers and duties as are given and prescribed by the laws of the State of Texas, with a Municipal Court judge and a Municipal Court clerk whose duties shall be in accordance with the laws of the State of Texas.

### ***HOSPITAL: OPERATION***

Section 14. Deleted from the Charter. (Amend. of 5-11-13)

### ***HOSPITAL: FINANCES***

Section 15. Deleted from the Charter. (Amend. of 5-11-13)

### ***SANITARY SEWER SYSTEM***

Section 16. The City of Killeen shall have the power to provide for a sanitary sewer system and to require property owners to connect their premises with such sewer system; to provide for fixing penalties for failure to make sanitary sewer connections; and shall further have the right to fix charges and compensation to be charged by the City for sewerage services, providing rules and regulations for the collection thereof. In the event any property owner fails or refuses to connect his property with the sanitary sewer system in accord with the requirements of the City then the city may itself connect such premises to the sewer system and the cost thereof shall be assessed and levied against the property so connected and the City of Killeen shall have a lien against such property for such cost plus interest and such lien shall be paramount and prior to any and all other liens against such property except State, County, City and School taxes and any prior assessment made against such property by the City of Killeen.

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POLICE FORCE

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***POLICE FORCE***

Section 17. There shall be a police department for the City of Killeen, the head of which shall be the Chief of Police. The officers of the police department are vested with the powers and authorities given to them as peace officers under the laws of the State of Texas, the laws of the United States, and the ordinances of the City of Killeen. (Amend. of 5-11-13)

***NUISANCES***

Section 18. The City of Killeen shall have the power to define and regulate any nuisance which may be created or occur in the city limits of Killeen or within five thousand feet of the city limits of the City of Killeen, except on the Military Reservation of Fort Hood, Texas.

***OCCUPATION AND LICENSE TAXES***

Section 19. Deleted from the Charter. (Amend. of 5-11-13)

***REMOVAL OF DANGEROUS STRUCTURES***

Section 20. The City of Killeen shall have power to condemn and cause to be torn down and removed any dangerous or dilapidated building or structure as authorized in the constitution and state law. (Amend. of 5-11-13)

***ADOPTING STATE LAWS***

Section 21. The City of Killeen adopts and shall have all the benefits conferred by and powers extended by state law. (Amend. of 5-3-97)

**ARTICLE III. THE COUNCIL**

***NUMBER, SELECTION, TERM MAYOR AND THE COUNCIL***

Section 22. The members of the City Council of the City of Killeen shall be composed of a mayor and seven councilmembers. Four (4) of the councilmembers shall represent "single member districts," such districts being numbered and designated 1, 2, 3, and 4, and defined in this charter or by ordinance hereafter passed. The mayor and three (3) of the councilmembers shall represent the city at large. Such council shall be elected in the following manner:

At an election held on a uniform election date in even-numbered years, a mayor and three councilmembers shall be elected by a plurality vote of the city at large for a term of two (2) years. At an election held on a uniform election date in odd-numbered years, there shall be elected one councilmember from each of the single member districts 1, 2, 3, and 4, by a plurality vote of the registered voters residing within each district, to serve a term of two (2) years. All elections are to be held in a manner provided in Article IX of this charter and in accordance with state law.

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The members of the City Council shall serve not more than three (3) terms in succession, in whole or in part, whether appointed (to fill an unexpired portion of a term) or elected, and until their successors shall have been elected and qualified and they shall be ineligible to succeed themselves or another councilmember for an additional successive term; except if any member of the City Council holding office desires to run for a different office than that which the member holds, at the next election, the member must resign and vacate their present office at least forty (40) days prior to such election and his resignation shall be effective on the date of such resignation. For the purposes of this provision there shall be only two offices: the office of the mayor and the office of the councilmember. (Amend. of 5-3-97; Amend. of 5-7-05; Amend. of 5-11-13)

### **QUALIFICATIONS**

Section 23. Candidates for mayor and councilmember shall meet the qualifications for elective office as established in the Texas Elections Code. In addition to the foregoing, candidates for the four district councilmembers herein above provided shall be bona fide residents of the district from which they seek election. A member of the council ceasing to possess any of the qualifications specified in this section or any other section of this charter, failing to attend three (3) consecutive regular meetings of the council without being excused by the council, or convicted of a felony while in office shall immediately forfeit his office. (Amend. of 5-4-91; Amend. of 5-11-13)

### **COMPENSATION OF MEMBERS**

Section 24. The compensation for the councilmembers shall not exceed \$~~100~~250.00 per month and compensation for the mayor shall not exceed \$~~200~~350.00 per month. Said compensation shall be fixed by the city council. (Amend. of 5-5-01; Amend. of 5-11-13)

### **PRESIDING OFFICER: MAYOR**

Section 25. The mayor shall preside at the meetings of the council and shall be recognized as head of the City of Killeen government for all ceremonial purposes, and by the governor for purposes of military Law; but he shall have no regular administrative duties. The mayor shall only be entitled to vote upon matters considered by the council in the event there is a tie vote resulting from absence of a member or members or failure or refusal of a member to vote. However the mayor shall have no veto power. The council shall elect a mayor protem from their number, who shall act as mayor during the absence or disability of the mayor, and, if a vacancy should occur, shall become mayor until the next regular election.

### **VACANCIES**

Section 26. A vacancy in the council of the City of Killeen, except the office of Mayor, shall be filled by a majority vote of the remaining members of the council, by the selecting of a person possessing all the qualifications prescribed by Section 23 of this Article, and who shall be a bona fide resident of the district in which the vacancy occurs; unless the vacancy in office is that of a councilmember at large, in which case the person selected to fill the vacancy shall be a bona fide resident of the City of Killeen without regard to the district in which he resides. However, if the vacancy occurs within 90 days before a regular municipal election, the vacancy is not required to be filled. Where more than one vacancy shall develop at any one time, then a special election shall be called on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with the other requirements of law, and that occurs on or after the 30th day after the date the ordinance

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calling the election is adopted, and any vacancy shall be filled in the same manner as herein provided for general election. If the Mayor protem succeeds to the office of Mayor under the provisions of Section 25 of this Article, then his office of councilmember shall be considered vacant within the meaning of this Section. (Amend. of 5-4-91; Amend. of 5-7-05; Amend. of 5-11-13)

***POWERS***

Section 27. All powers of the City of Killeen and the determination of all matters of policy shall be vested in the City council. Except where in conflict with and otherwise expressly provided by this charter the city council shall have all powers authorized to be exercised by the city council by Chapter 4 of Title 28, Vernon's Annotated Civil Statutes, and acts amendatory thereof and supplementary thereto, now or hereafter enacted. Without limitation of the foregoing and among the other powers that may be exercised by the council, the following are hereby enumerated for greater certainty:

- (1) Appoint and remove the city manager.
- (2) Establish other administrative departments and distribute the work of divisions.
- (3) Adopt the budget of the city.
- (4) Authorize the issuance of bonds by a bond ordinance.
- (5) Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs.
- (6) Provide for a planning commission, a zoning commission and a zoning board of adjustment, and appoint the members of all such commissions and boards, and as well the members of the hospital board, if a hospital is established. The planning [and] zoning commissions may be combined. Such boards and commissions shall have all powers and duties now and hereafter conferred and created by this charter, by city ordinance or by law.
- (7) Adopt plats.
- (8) Adopt and modify the official map of the city.
- (9) Adopt, modify and carry out plans proposed by the planning commission for the clearance of slum districts and rehabilitation of blighted areas.
- (10) Adopt, modify and carry out plans proposed by the planning commission for the replanning, improvement, and redevelopment of neighborhoods and for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or in part by disaster.
- (11) Regulate, license and fix the charges or fares made by any person owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- (12) Provide for the establishment and designation of fire limits and to prescribe the kind and character of buildings or structures or improvements to be erected therein, and to provide for the erection of fireproof buildings within certain limits, and to provide for the condemnation of dangerous structures or buildings or dilapidated buildings or buildings calculated to increase the fire hazard, and the manner of their removal or destruction.
- (13) Provide for creation of the following departments: Finance, Police, Fire, and Public Works, and such other departments as may be established by the council as hereinafter provided. The council may

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POWERS

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create, change, and abolish offices, departments and agencies other than those established by this charter.

### ***APPOINTMENT AND REMOVAL OF CITY MANAGER***

Section 28. The Council shall appoint a City Manager who shall have the powers and perform the duties in this charter provided. No councilmember shall receive such appointment during the term for which he shall have been elected, nor within one year after he leaves office.

The salary of the City Manager shall be fixed by the City Council, and he shall hold office at its will; ~~but if removed at any time after six months from his appointment, he may demand written charges and a public hearing thereon before the City Council prior to the date on which his final removal shall take effect, but during such hearing the Council may suspend him from office.~~ The action of the Council in suspending or removing the City Manager shall be final, it being the intention of this charter to vest all authority and fix all responsibility for such suspension or removal in the City Council. During the absence or disability of the City Manager, the Council shall designate some properly qualified person to perform the duties of the office; except in case of his temporary absence or disability. (Amend. of 5-11-13)

### ***COUNCIL NOT TO INTERFERE IN APPOINTMENTS OR REMOVALS***

Section 29. Neither the council nor any of its members shall direct the appointment of any person to, or his removal from office, by the city manager or by any of his subordinates; provided, however, that the appointment of assistant city managers, department heads and the city secretary shall be subject to the approval of the council. Except for the purpose of inquiry the council and its members shall deal with the administrative service solely through the city manager and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately. (Amend. of 5-11-13)

### ***RIGHTS OF THE CITY MANAGER AND OTHER OFFICERS IN COUNCIL***

Section 30. The City manager, and such other officers of the city as may be designated by vote of the council, shall be entitled to seats in the council, but shall have no vote therein. The city manager shall have the right to take part in the discussion of all matters coming before the council, and other officers shall be entitled to take part in all discussions of the council relating to their respective offices, departments or agencies.

### ***CITY SECRETARY***

Section 31. There shall be a city secretary who shall be the city clerk. He shall give notices of council meetings, shall keep the journal of its proceedings, shall authenticate by his signature and record in full in a book kept and indexed for the purpose all ordinances and resolutions, and shall perform such other duties assigned to him, and those elsewhere provided for in this Charter, by city ordinance or in state law. (Amend. of 5-11-13)

### ***MUNICIPAL JUDGE***

Section 32. There shall be a Municipal Court of Record for Killeen. The City Council shall appoint a magistrate as a presiding judge for the court, and associates judges, as deemed necessary for the benefit and conduct of the court. Each judge shall be a competent and duly-licensed attorney. The initial appointments of the presiding judge

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and associate judges shall be by resolution of the City Council at their first regular meeting in June, following the May 3, 1997 election and their initial terms shall be staggered, not to exceed 4 years, as may be decided by the City Council. Thereafter, all judges shall serve terms of 4 years and may serve successive terms, but may be removed by the city council at any time for incompetency, misconduct, malfeasance, or disability. Judges shall receive such salary as may be fixed by the council.

When the municipal judge and the associate judge(s) are absent at the same time, the Mayor shall appoint a temporary municipal judge. All costs and fines imposed by the Municipal Court, or by any court in cases appealed from judgments of the Municipal Court, shall be paid into the City treasury for the use and benefit of the city. (Amend. of 5-3-97; Amend. of 5-7-05)

### **LEGAL DEPARTMENT**

Section 33. There shall be Legal Department, the head of which shall be the City Attorney. The City Attorney shall be a competent and duly-licensed attorney and shall represent the city in all litigation. He shall be the legal advisor of and attorney and counsel for the city and all offices and departments thereof. There shall be such deputy or assistant city attorneys as may be authorized by the council and appointed by the City Attorney, who shall be authorized to act for and on behalf of the City Attorney. (Amend. of 5-11-13)

### **INDUCTION INTO OFFICE: MEETINGS**

Section 34. ~~On the next regular~~The Council shall hold a special meeting following each regular municipal election held under this Charter, or any special election for the purpose of filling vacancies in the council, ~~or as soon thereafter as practicable, the council shall meet at the usual time and place for holding meetings, for the purpose of qualifying~~ and the newly elected members ~~shall qualify and assume the duties of office~~. Thereafter, the council shall meet regularly at such times as may be prescribed by its rules but not less frequently than twice each month. All meetings shall be open to the public, in accordance with the Texas Government Code; special meetings shall be called by the city clerk upon request of the mayor, or a majority of the members of the council. (Amend. of 1-15-94)

### **COUNCIL TO BE JUDGE OF QUALIFICATIONS OF ITS MEMBERS**

Section 35. Deleted from the Charter. (Amend. of 5-11-13)

### **RULES OF PROCEDURE: JOURNAL**

Section 36. The council shall determine its own rules and order of business. It shall keep an indexed journal of its proceedings and the journal shall be open to the public inspection.

### **ORDINANCES**

Section 37. In addition to such acts of the council as are required by statute or by this charter to be by ordinance, every act of the council establishing a fine or other penalty or providing for the expenditure of funds or for the contracting of indebtedness shall be by ordinance. The enacting clause of the ordinances shall be "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN."

## ***PROCEDURE FOR PASSAGE OF ORDINANCES***

Section 38. Every ordinance shall be introduced in written or printed form and, upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than ten days from the date of its passage; subject to the provisions of Article X of this charter. Any ordinance imposing or increasing a fine or fee shall require a public hearing. The city clerk shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty, of any such ordinance to be published in accordance with state law. He shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the charter, and the date of such publication, which shall be prima facie evidence of the legal publication and promulgation of such ordinance; provided that the provisions of this correction, amendment, revision and codification of the ordinances of the city for publication in book or pamphlet form. Except as otherwise provided by Article XI of this charter, it shall not be necessary to the validity of any ordinance that it shall be read more than one time or considered at more than one session of the City Council. Every ordinance shall be authenticated by the signature of the mayor and city clerk and shall be systematically recorded and indexed in an ordinance book in a manner approved by the council. It shall only be necessary to record the caption or title of ordinances in the minutes or journal of council meetings. The city council shall have power to cause the ordinances of the city to be corrected, amended, revised, codified and printed in code form as often as the council deems advisable, and such printed code, when adopted by the council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof. (Amend. of 5-11-13)

## ***INVESTIGATION BY COUNCIL***

Section 39. ~~The council~~ Councilmembers shall have power to inquire into the conduct of any office, department, agency, or officer of the city. and to Council shall have power to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers and other evidence. Failure to obey such subpoena or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor and shall be punishable by fine not to exceed the maximum amount allowed by law. (Amend. of 5-11-13)

## ***AUDITORS***

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

The city council may appoint a city auditor. The city auditor shall carry out the internal audit functions, shall perform such other duties as the city council shall assign to him and shall be a Certified Public Accountant. (Amend. of 5-11-13)

### ***PUBLIC LIBRARY***

Section 41. The City Council shall have the authority to establish and maintain a free public library within the City and to cooperate with any person, firm, association or corporation under such terms as the City Council may prescribe for the establishment or maintenance of such public library. For the budget purposes, the library shall be considered as a division of the City and the appropriations therefor shall comply with all the budgetary requirements as outlined in this charter and as may be prescribed from time to time by the City Council. (Amend. of 5-11-13)

### ***HOUSING AUTHORITY***

Section 42. The City Council may create a housing authority of such number and terms of members as the Council may determine and may delegate to the housing authority such powers relating to the planning, construction, reconstruction, alteration, repair, maintenance or operation of housing projects and housing accommodations as the Council may determine. (Amend. of 5-11-13)

### ***DISABLED EMPLOYEES' PENSIONS AND INSURANCE***

Section 43. Deleted from the Charter. (Amend. of 5-11-13)

## **ARTICLE IV. THE CITY MANAGER**

### ***QUALIFICATIONS***

Section 44. The city manager shall be chosen by the city council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of his office as hereinafter set forth. At the time of his appointment, he need not be a resident of the city or state, but during his tenure of office he shall reside within the city.

### ***POWERS AND DUTIES***

Section 45. The city manager shall be the chief executive officer and the head of the administrative branch of the city government. He shall be responsible to the council for the proper administration of all affairs of the city and to that end he shall have power and shall be required to:

- (1) Appoint and, when necessary for the good of the service, remove all officers and employees of the city except as otherwise provided by this charter and except as he may authorize the head of a department to appoint and remove subordinates in such department.
- (2) Prepare the budget annually and submit it to the council and be responsible for its administration after adoption.
- (3) Prepare and submit to the council at the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.



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- (4) Keep the council advised of the financial condition and future needs of the city and make such recommendations as may seem to him desirable.
- (5) Perform such other duties as may be prescribed by this charter or required of him by the council, not inconsistent with this charter.

***ABSENCE OF CITY MANAGER***

Section 46. To perform his duties during his temporary absence or disability, the manager may designate by letter filed with the city clerk a qualified administrative officer of the city.

***DIRECTORS OF DEPARTMENTS***

Section 47. At the head of each administrative department there shall be a director, who shall be an officer of the city and shall have supervision and control of the department subject to the city manager.

Two or more departments may be headed by the same individual, the manager or assistant city manager may head one or more departments, and directors of departments may also serve as chiefs of divisions. (Amend. of 5-11-13)

***DEPARTMENTAL DIVISIONS***

Section 48. The work of each administrative department may be distributed among such divisions thereof as may be established by ordinance upon the recommendation of the manager. Pending the passage of an ordinance or ordinances distributing the work of departments under the supervision and control of the manager among specific divisions thereof, the manager may establish temporary divisions.

**ARTICLE V. THE BUDGET**

***FISCAL YEAR***

Section 49. The fiscal year of the City of Killeen shall begin the 1<sup>st</sup> day of October and shall end on the last day of September of each calendar year. Such fiscal year shall also constitute the budget and accounting year.

***PREPARATION AND SUBMISSION OF BUDGET***

Section 50. Not less than forty-five (45) days prior to the beginning of each fiscal year, the city manager shall submit to the council a proposed budget, which budget shall provide a complete financial plan for the fiscal year, and shall contain the following:

- (1) A budget message, explanatory of the budget, which message shall contain an outline of the proposed financial policies of the city for the fiscal year, shall set forth the reasons for salient changes from the previous fiscal year in expenditures and revenue items, and shall explain any major changes in financial policy.
- (2) A consolidated statement of receipts and expenditures of all funds.

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PREPARATION AND SUBMISSION OF BUDGET

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- (3) An analysis of property valuations.
- (4) An analysis of tax rate.
- (5) Tax levies and tax collections by years for at least five years or, if records for five years are not available, then for as many years as are available.
- (6) General fund resources in detail.
- (7) Summary of proposed expenditures by function, department, and activity.
- (8) Summary of proposed expenditures by character and subject.
- (9) Detailed estimates of expenditures shown separately for each activity to support the summaries No. 7 and 8 above. Such estimates of expenditures are to include an itemization of positions showing the number of persons having each title and the rate of pay.
- (10) A revenue and expense statement for all types of bonds.
- (11) A description of all bond issues outstanding, showing rate of interest, date of issue, maturity date, amount and authorized, amount issued, and amount outstanding.
- (12) A schedule of requirements for the principal and interest of each issue of bonds.
- (13) A special funds section.
- (14) The appropriation ordinance.
- (15) The tax levying ordinance.

(Amend. of 5-11-13)

***ANTICIPATED REVENUES COMPARED WITH OTHER YEARS IN BUDGET***

Section 51. In preparing the budget, the City Manager shall in the preparation of the budget place in parallel columns opposite the several items of revenue the actual amount of each item for the last completed fiscal year, the estimated amount for the current fiscal year, and the proposed amount for the ensuing fiscal year.

***PROPOSED EXPENDITURES COMPARED WITH OTHER YEARS***

Section 52. The City Manager in the preparation of the budget shall in parallel columns opposite the various items of expenditures place the actual amount of such items of expenditures for the last completed fiscal year, the estimated amount for the current fiscal year, and the proposed amount for the ensuing fiscal year.

***BUDGET A PUBLIC RECORD***

Section 53. The budget and all supporting schedules shall be filed with the City Clerk when submitted to the Council and shall be a public record for inspection by anyone. The City Manager shall cause copies to be made for inspection by all interested persons. (Amend. of 5-11-13)

### ***NOTICE OF PUBLIC HEARING ON BUDGET***

Section 54. At the meeting of the Council at which the budget is submitted, the Council shall fix the time and place of a public hearing on the budget and shall cause to be published a notice of the hearing setting forth the time and place thereof at least five days before the date of hearing.

### ***PUBLIC HEARING ON BUDGET***

Section 55. At the time and place set forth in the notice required by Section 54, or at any time and place to which such public hearing shall from time to time be adjourned, the council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained.

### ***PROCEEDINGS ON BUDGET AFTER PUBLIC HEARING AMENDING OR SUPPLEMENTING BUDGET***

Section 56. After the conclusion of such public hearing, the Council may insert new items or may increase or decrease the items of the Budget, except items in proposed expenditures fixed by law. Before inserting any additional item or increasing any item of appropriation, it must cause to be published a notice setting forth the nature of the proposed increases and fixing a place and time, not less than five days after publication, at which the Council will hold a public hearing thereon.

### ***PROCEEDINGS ON ADOPTION OF BUDGET***

Section 57. After such further hearing, the Council may insert the additional item or items, and make the increase or increases, to the amount in each case indicated by the published notice, or to a lesser amount, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such total proposed expenditures.

### ***VOTE REQUIRED FOR ADOPTION***

Section 58. The budget shall be adopted by the favorable vote of a majority of the members of the whole Council.

### ***DATE OF FINAL ADOPTION: FAILURE TO ADOPT***

Section 59. The budget shall be finally adopted not later than the twentieth day of the last month of the fiscal year. Should the council take no action on or prior to such day, the budget as submitted by the city manager shall be deemed to have been finally adopted by the council.

***EFFECTIVE DATE OF BUDGET: CERTIFICATION: COPIES MADE AVAILABLE***

Section 60. Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be filed with the City Clerk, the County Clerk of Bell County, ~~and the State Comptroller of Public Accounts at Austin~~. The final budget shall be made available for the use of all offices, departments and agencies, and for the use of interested persons and civic organizations. (Amend. of 5-11-13)

***BUDGET ESTABLISHES APPROPRIATIONS***

Section 61. From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes therein named.

***BUDGET ESTABLISHES AMOUNT TO BE RAISED BY PROPERTY TAX***

Section 62. From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute a determination of the amount of the levy for the purposes of the City in the corresponding tax year.

***CONTINGENT APPROPRIATION***

Section 63. Deleted from the Charter. (Amend. of 5-11-13)

***ESTIMATED EXPENDITURES SHALL NOT EXCEED ESTIMATED RESOURCES***

Section 64. The total estimated expenditures of the general fund and debt service fund shall not exceed the total estimated resources of each fund (Prospective income plus cash on hand.) The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to the uniform classification as promulgated by the National Committee on Municipal Accounting, or some other nationally accepted classification.

***EMERGENCY APPROPRIATIONS***

Section 65. Deleted from the Charter. (Amend. of 5-11-13)

**ARTICLE VI. ISSUANCE AND SALE OF BONDS**

***POWER TO BORROW***

Section 66. The City of Killeen shall have the right and power to issue its general obligation bonds on the full faith and credit of the City, payable from ad valorem taxes not to exceed the maximum rate permitted by the Texas Constitution, for the purpose of providing permanent public improvements or for any other public purpose. The City also shall have the right and power to issue its revenue bonds payable from the revenues of any municipally owned utility or utilities, ~~and may secure such revenue bonds by a mortgage or deed of trust on the~~

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~~physical properties of such utility or utilities.~~ The City also shall have the right and power to issue interest bearing time warrants pursuant to state law. (Amend. of 5-11-13)

***ISSUANCE OF BONDS AND TIME WARRANTS***

Section 67. All bonds and warrants of the City of Killeen shall be issued pursuant to the procedures and requirements established by the general laws of the State of Texas.

**ARTICLE VII. FINANCE ADMINISTRATION**

***DIRECTOR OF FINANCE: APPOINTMENT***

Section 68. There shall be a department of finance, the head of which shall be the director of finance. (Amend. of 5-11-13)

***DIRECTOR OF FINANCE: QUALIFICATIONS***

Section 69. The director of finance shall have the proper knowledge of municipal accounting and sufficient experience in budgeting and financial control to properly perform the duties of the office, and shall be a Certified Public Accountant. (Amend. of 5-11-13)

***DIRECTOR OF FINANCE: POWER AND DUTIES***

Section 70. Under the direction of the city manager, the director of finance shall have charge of the administration of the financial affairs of the city and to that end he shall have authority and shall be required to:

- (1) Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
- (2) Maintain a general accounting system for the city government and each of its offices, departments, and agencies, keep books for and exercise financial budgetary control over each office, department and agency; keep separate accounts for the items of appropriation contained in the city budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of the city government to be made daily or at such intervals as may be deemed expedient;
- (3) Submit to the council through the city manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city;
- (4) Prepare, as of the end of each fiscal year, a complete financial statement and report;
- (5) Collect license fees and other revenues of the city or for whose collection the city is responsible and receive all money receivable by the city from state or federal government, or from any court, or from any office, department or agency of this city;
- (6) Have custody of all public funds belonging to or under the control of the city, or any office, department or agency of the city government, and deposit all funds coming into his hands in such depository or

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DIRECTOR OF FINANCE: POWER AND DUTIES

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depositories as may be designated by the city council, subject to the requirements of law in force from time to time as to the furnishing of bond or the deposit of securities and the payment of interest on deposits. All such interest shall be the property of the city and shall be accounted for and credited to the proper account;

- (7) Have custody of all investments and invested funds of the city government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the city and the receipt and delivery of city bonds and notes for transfer, registration or exchange;
- (8) Supervise and be responsible for the purchase, storage and distribution of all supplies, materials, equipment and other articles used by any office, department or agency of the city government;
- (9) Approve all proposed expenditures; unless he shall certify that there is an unencumbered balance of appropriation and available funds, no expenditure shall be made.

### ***TRANSFERS OF APPROPRIATIONS***

Section 71. The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another. (Amend. of 5-11-13)

### ***ACCOUNTING SUPERVISION AND CONTROL***

Section 72. Deleted from the Charter. (Amend. of 5-11-13)

### ***LAPSE OF APPROPRIATIONS***

Section 73. Except for an appropriation approved as part of the Capital Improvement Program, all appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered. An appropriation approved as part of the Capital Improvement Program shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from the appropriation.

( Amend. of 5-15-18 )

### ***FEES SHALL BE PAID TO CITY***

Section 74. All fees received by any officer or employee shall belong to the city government and shall be paid to the department of finance at such times as required by the director of finance.

### ***SALE OF CITY PROPERTY***

Section 75. Any sale or contract for the sale of any property belonging to the City, either in the form of land, real estate or other real or personal properties, shall be in accordance with the Texas Constitution, Texas Local Government Code, Chapters 252, 253, 271, 272, 273, and 280, and the acts amendatory thereof and supplementary thereto, now or hereafter enacted, and all other applicable State law. (Amend. of 5-4-91)

### ***PURCHASE PROCEDURE***

Section 76. The Director of Finance shall have authority to make expenditures from one or more municipal funds without the approval of the City Council for all budgeted items up to that amount which, under State law, triggers the competitive Procurement process. All contracts or purchases requiring expenditures from one or more municipal funds in the amount involving more than the dollar amount which, according to Section 252.021 of the Local Government Code, or any successor statute thereto, triggers the competitive procurement process, shall be let in compliance with the procedures prescribed by Chapter 252 of the Local Government Code and the acts amendatory thereof and supplementary thereto, now or hereafter enacted. (Amend. of 5-4-91; Amend. of 5-5-01; Amend. of 5-7-05)

### ***CONTRACTS FOR IMPROVEMENTS***

Section 77. Any city contract requiring an expenditure by, or imposing an obligation or liability on the City of more than the amount provided in Section 271.054 of the Texas Local Government Code and the acts amendatory thereof and supplementary thereto, must comply with the competitive bidding process of the Local Government Code. These contracts shall include contracts for the construction of public works or the purchase of materials, equipment, supplies, or machinery for which competitive bidding is required by the Local Government Code. (Amend. of 5-4-91; Amend. of 5-5-01; Amend. of 5-11-13)

### ***DISBURSEMENT OF FUNDS***

Section 78. All checks, vouchers or warrants for the withdrawal of money from the city depository shall be signed by the director of finance, or his deputy, and countersigned by the city manager. In the event the city manager is the director of finance, all checks signed by him shall be countersigned by the assistant city manager or the city clerk. (Amend. of 5-11-13)

### ***ACCOUNTING CONTROL OF PURCHASES***

Section 79. All purchases made shall be pursuant to a written requisition from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be issued to any seller unless and until the director of finance certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued.

### ***BORROWING IN ANTICIPATION OF PROPERTY TAXES***

Section 80. For the purpose of temporary borrowing, the City Council shall have the power by ordinance to raise money on the credit of the city by the issuance of warrants and notes in anticipation of the collection of taxes and of special assessments.

***SALE OF NOTES: REPORT OF SALE***

Section 81. All notes issued pursuant to this article may be sold at not less than par and accrued interest at private sale by the director of finance without previous advertisement, but such sale shall be authorized by the Council.

***SURETY BONDS***

Section 82. Deleted from the Charter. (Amend. of 5-11-13)

**ARTICLE VIII. TAX ADMINISTRATION**

***DIRECTOR OF TAXATION: APPOINTMENT***

Section 83. Deleted from the Charter. (Amend. of 5-11-13)

***POWER TO TAX***

Section 84. The City Council shall have the power under the provisions of State Law to levy, assess and collect an annual tax upon taxable property within the city to the maximum provided by the Constitution and general laws of the State of Texas.

***PROPERTY SUBJECT TO TAX: METHOD OF ASSESSMENT***

Section 85. Deleted from the Charter. (Amend. of 5-11-13)

***BOARD OF EQUALIZATION: APPOINTMENT: QUALIFICATIONS***

Section 86. Deleted from the Charter. (Amend. of 5-11-13)

***BOARD OF EQUALIZATION: PUBLIC HEARINGS: NOTICE TO OWNER***

Section 87. Deleted from the Charter. (Amend. of 5-11-13)

***BOARD OF EQUALIZATION: POWER AND DUTIES***

Section 88. Deleted from the Charter. (Amend. of 5-11-13)

***BOARD OF EQUALIZATION: RECORDS: APPROVAL OF ROLLS***

Section 89. Deleted from the Charter. (Amend. of 5-11-13)



### ***TAXES: WHEN DUE AND PAYABLE***

Section 90. Deleted from the Charter. (Amend. of 5-11-13)

### ***SEIZURE AND SALE OF PERSONAL PROPERTY***

Section 91. Deleted from the Charter. (Amend. of 5-11-13)

### ***TAX LIENS***

Section 92. The tax levied by the city is hereby declared to be a lien, charge, or encumbrance upon the property upon which the tax is due, which lien, charge, or encumbrance the city is entitled to enforce and foreclose in any court having jurisdiction over the same, and the lien, charge and encumbrance on the property in favor of the city, for the amount of the taxes due on such property is such as to give the state courts jurisdiction to enforce and foreclose said lien on the property on which the tax is due, not only as against any resident of this state or person whose residence is unknown, but also as against non-residents. All taxes upon real estate shall especially be a lien and a charge upon the property upon which the taxes are due, which lien may be foreclosed in any court having jurisdiction. The city's tax lien shall exist from January 1 in each year until the taxes are paid. Such lien shall be prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can defeat such lien.

All persons or corporations owning or holding personal property or real estate in the City of Killeen on the first day of January of each year shall be liable for all municipal taxes levied thereon for such year.

The personal property of all persons owing any taxes to the City of Killeen is hereby made liable for all of said taxes, whether the same be due upon personal or real property, or upon both.

## **ARTICLE IX. NOMINATIONS AND ELECTIONS**

### ***MUNICIPAL ELECTIONS***

Section 93. The regular election for the choice of members of the council as provided in Section 22 of Article III of this Charter, shall be held each year on an authorized uniform Election Date provided for in the Texas Election Code. The council may, by resolution, order a special election on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with other requirements of law as may be authorized by law. The Council shall set the date of all other elections in accordance with applicable provisions of the Election Code, Local Government Code, Constitution and other general laws of the State of Texas. (Amend. of 5-4-91; Amend. of 5-11-13)

### ***REGULATIONS OF ELECTIONS***

Section 94. The council shall make all regulations which it considers needful or desirable, not inconsistent with this charter or the laws of the State of Texas, for the conduct of municipal elections, for the prevention of fraud in such elections and for the recount of ballots in case of doubt or fraud. Municipal elections shall be

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conducted by the appointed election authorities, who shall also have power to make such regulations not inconsistent with this charter, with any regulations made by the council or the laws of the State of Texas.

### ***HOW TO GET NAME ON BALLOT***

Section 95. Any qualified person may have his or her name placed on the official ballot as a candidate for Mayor or Councilmember at any election held for the purpose of electing a Mayor or Councilmember by filing with the City Secretary, in accordance with the Texas Election Code, a sworn application on a form prepared by the City Secretary in conformance with Section 141.031 of the Texas Election Code or any successor statute thereto. (Amend. of 5-4-91)

### ***COUNCIL BALLOTS***

Section 96. The ~~full~~ names of all candidates for the council as hereinbefore provided, except such as may have withdrawn, died, or become ineligible, shall be printed on the official ballots without party designations. If two candidates with the same surnames or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence shall be placed with their names on the ballot. The order of the names on the ballot shall be determined by lot. The official ballots shall be printed not less than twenty (20) days before the date of the election.

### ***ELECTION OF MAYOR & COUNCILMEMBERS BY PLURALITY***

Section 97. At the regular municipal election (or any special election held to fill vacancies on the City Council) the candidates for the office of mayor or councilmember, to the number to be elected, who shall have received the highest number of votes cast in such election for each office to be filled shall be declared elected.

In case of a tie vote a new election shall be ordered and held conformably to the following section of this charter; at which the only persons eligible to have their names printed on the ballot shall be those whose votes were tied in the election at which they were candidates. (Amend. of 5-3-97)

### ***LAWS GOVERNING CITY ELECTIONS***

Section 98. All city elections shall be governed by the laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto; and in event there should be any failure of the general laws or this charter to provide for some feature of the city elections, then the city council shall have the power to provide for such deficiency, and no informalities in conducting a city election shall invalidate the same, if it be conducted fairly and in substantial compliance with the general laws, where applicable, and the charter and ordinances of the city. (Amend. of 5-11-13)

### ***CANVASSING ELECTIONS***

Section 99. Returns of elections following general or special elections shall be made in accordance with state law. (Amend. of 5-3-97)

## **ARTICLE X. INITIATIVE, REFERENDUM AND RECALL**

### ***POWER OF INITIATIVE***

Section 100. The electors shall have power to propose any ordinance except an ordinance appropriating money or authorizing the levy of taxes or subject to state or federal law requirements that cannot be met through the initiative ordinance process, and to adopt or reject the same at its polls, such power being known as the initiative. Any initiative ordinance may be submitted to the council by a petition signed by qualified electors of the city equal in number to at least twenty-five per cent of the number of voters in the last regular municipal election of the mayor and at-large councilmembers. (Amend. of 5-11-13)

### ***POWER OF REFERENDUM***

Section 101. The electors shall have power to approve or reject at the polls any ordinance passed by the council, or submitted by the council to a vote of the electors, such power being known as the referendum, except in cases of bond ordinances and ordinances making the annual tax levy. Ordinances submitted to the council by initiative petition and passed by the council without change shall be subject to the referendum in the same manner as other ordinances. Within twenty days after the enactment by the council of any ordinance which is subject to a referendum, a petition signed by qualified electors of the city equal in number to at least twenty-five per centum of the number of voters at the last preceding regular municipal election of the mayor and at-large councilmembers may be filed with the city clerk requesting that any such ordinance be either repealed or submitted to a vote of the electors. (Amend. of 5-11-13)

### ***FORM OF PETITIONS: COMMITTEE OF PETITIONERS***

Section 102. Initiative petition papers shall contain the full text of the proposed ordinance. The signatures to initiative or referendum petitions need not be appended to one paper, but to each separate petition there shall be attached a statement of the circulator thereof as provided by this section. Each signer of any petition paper shall sign his name in ink and shall indicate after his name his place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. Attached to each separate petition paper there shall be an affidavit of the circulator thereof that he and he only, personally circulated the foregoing paper, that it bears a stated number of signatures, that all signatures appended thereto were made in his presence, and that he believes them to be the genuine signatures of the persons whose names they purport to be. (Amend. of 5-11-13)

### ***FILING, EXAMINATION AND CERTIFICATION OF PETITIONS***

Section 103. All petition papers comprising an initiative or referendum petition shall be assembled and filed with the city clerk as one instrument. Within ten days after the petition is filed, the city clerk shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition is signed by a sufficient number of qualified electors. The city clerk shall declare any petition paper entirely invalid which does not have attached thereto an affidavit signed by the circulator thereof. If a petition paper is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. If a petition paper is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After completing his examination of the petition, the city clerk shall certify the result thereof to the council at its regular meeting. If he shall certify that the petition

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is insufficient he shall set forth in his certification the particulars in which it is defective and shall at once notify the committee of the petitioners of his findings.

**AMENDMENT OF PETITIONS**

Section 104. An initiative or referendum petition may be amended at any time within ten days after the notification of insufficiency has been sent by the city clerk, by filing a supplementary petition upon additional papers and filed as provided in case of an original petition. The city clerk shall, within five days after such an amendment is filed, make examination of the amended petition and, if the petition is still insufficient, he shall file his certificate to that effect in his office and notify the committee of petitioners of his findings and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

**EFFECT OF CERTIFICATION OF REFERENDUM PETITION**

Section 105. When a referendum petition, or amended petition as defined in Section 104 of this article, has been certified as sufficient by the city clerk, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless approved by the electors, as hereinafter provided.

**CONSIDERATION BY COUNCIL**

Section 106. Whenever the council receives a certified initiative or referendum petition from the city clerk, it shall proceed at once to consider such petition. A proposed initiative ordinance shall be read and provision shall be made for a public hearing upon the proposed ordinance. The council shall take final action on the ordinance not later than sixty days after the date on which such ordinance was submitted to the council by the city clerk. A referred ordinance shall be reconsidered by the council and its final vote upon such reconsideration shall be upon the question, "Shall the ordinance specified in the referendum petition be repealed?"

**SUBMISSION TO ELECTORS**

Section 107. If the council shall fail to pass an ordinance proposed by the initiative petition, or shall pass it in a form different from that set forth in the petition thereof, or if the council fails to repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with the other requirements of law. The council may, in its discretion, and if no regular election is to be held within such period shall, provide for a special election. (Amend. of 5-11-13)

**FORM OF BALLOT FOR INITIATED AND REFERRED ORDINANCES**

Section 108. Ordinances submitted to vote of the electors in accordance with the initiative and referendum provisions of this charter shall be submitted by ballot title, which shall be prepared in all cases by the city attorney. The ballot title may be different from the legal title of any such initiated or referred ordinance and shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance, if a paper ballot, shall have below the ballot title the following propositions, one above the other in the order indicated: "FOR

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THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot, but any paper ballot used for voting thereon, shall be for that purpose only. If voting machines are used, the ballot title of any ordinance shall have below it the same two propositions, one above the other or one preceding the other in the order indicated, and the elector shall be given an opportunity to vote for either of the two propositions and thereby to vote for or against the ordinance.

**RESULTS OF ELECTION**

Section 109. If a majority of the electors voting on a proposed initiative ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the city. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

**REPEALING ORDINANCES: PUBLICATION**

Section 110. Initiative and referendum ordinances adopted or approved by the electors shall be published, and may be amended or repealed by the council, as in the case of other ordinances.

**RECALL: GENERAL**

Section 111. Any member of the City Council, including the mayor, may be removed from office by recall.

**RECALL PROCEDURE**

Section 112. Any elector of the City of Killeen may make and file with the city clerk an affidavit containing the name or names of the officer or officers whose removal is sought and a statement of the grounds for removal. By the close of business on the first business day following receipt of the affidavit, the clerk shall deliver to the elector making such affidavit copies of petition blanks demanding such removal. Such blanks when issued by the city clerk shall bear the signature of that officer and be addressed to the city council, and shall be numbered, dated, and indicate the name of the person to whom issued. The petition blanks when issued shall also indicate the number of such blanks issued and the name of the officer whose removal is sought. The city clerk shall enter in a record to be kept in his office the name of the elector to whom the petition blanks were issued and the number issued to said person.

**RECALL PETITIONS**

Section 113. The recall petition to be effective must be returned and filed with the city clerk within thirty days after the date on which the petition blanks are provided by the city clerk. A recall petition for the mayor or an at-large councilmember must be signed by qualified electors of this city equal in number to more than fifty percent (50%) of the total number of voters in the last municipal election at which three at-large councilmembers and the mayor were elected. A recall petition for a district councilmember must be signed by qualified electors of the district represented by the councilmember in number equal to more than fifty percent (50%) of the total number of voters for that district in the last municipal election where the district seat was filled. Each signer of any petition

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blank shall sign his name in ink and shall indicate after his name his place of residence by street and number, or other description sufficient to identify the place.

The elector may allow others to circulate a petition. Upon submitting the petition, the elector must submit a list to the city clerk of the names and addresses of all circulators that were authorized by him to collect signatures for the petition, and a list of the pages of the petition upon which each circulator obtained signatures. Attached to each petition, there shall be an affidavit of the circulator(s) thereof that he/they and he/they only, personally circulated the foregoing paper, that it bears a stated number of signatures, that all signatures appended thereto were made in his/their presence, and that he/they believes them to be the genuine signatures of those persons whose names they purport to be. No petition papers shall be accepted as part of a petition unless it bears the signature of the city clerk as required in Section 112 of this Article.

### ***RECALL ELECTION***

Section 114. The city clerk shall at once examine the recall petition and if he finds it sufficient and in compliance with the provisions of this article of the charter, he shall within ten (10) days submit it to the city council with his certificate to that effect and notify the officer sought to be recalled of such action. If the officer whose removal is sought does not resign within five (5) days after such notice the city council shall order and fix a date for holding a recall election. Any such election shall be held on the first authorized uniform election date prescribed by the Election Code that allows sufficient time to comply with the other requirements of law.

Only a resident qualified to vote in an election for a candidate may vote in a recall election for that candidate.

### ***BALLOTS IN RECALL ELECTION***

Section 115. Ballots used at recall elections shall conform to the following requirements:

- (1) With respect to each person whose removal is sought the question shall be submitted "Shall (name of person) be removed from the office of councilman by recall?"
- (2) Immediately below each question there shall be printed the two following propositions, one above the other, in the order indicated:  
"For the recall of (name of person)"  
"Against the recall of (name of person)"

### ***RESULTS OF RECALL ELECTION***

Section 116. If a majority of the votes cast at a recall election shall be against the recall of the officer named on the ballot, he shall continue in office for the remainder of his unexpired term, subject to recall as before, if a majority of the votes cast at such an election be for the recall of the officer named on the ballot, he shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy shall be filled by the City Council as in other vacancies.

### ***LIMITATIONS OF RECALLS***

Section 117. No recall petition shall be filed against a councilmember within six months after he begins a term nor in respect to an officer subjected to a recall election and not removed thereby, until at least six months after such election. If a councilmember is subject to recall pursuant to the provisions of this Article but is re-elected before the recall election takes place, the recall petition is negated and the councilmember retains his seat.

### ***DISTRICT JUDGE MAY ORDER ELECTION***

Section 118. Should the city council fail or refuse to order any of the elections as provided for in this charter, an elector may seek recourse in a court of competent jurisdiction.

## **ARTICLE XI. FRANCHISES AND PUBLIC UTILITIES**

### ***CONTROL OVER AND POWERS WITH REFERENCE TO CITY PROPERTY***

Section 119. The ownership, right of control and use of streets, highways, alleys, parks, public places and all other real property of the City of Killeen is hereby declared to be inalienable to said City, except by ordinances passed by vote of the majority of the governing body of the city, as hereinafter provided; and no franchise or easement involving the right to use same, either along, across, over or under the same, shall ever be valid unless expressly granted and exercised in compliance with the terms hereof, and of the ordinances granting the same. No act or omission of the city, its governing body, officers or agents shall be construed to confer or extend by estoppel or indirection, any right, franchise or easement not expressly granted by ordinance.

The City of Killeen shall have the power, subject to the terms and provisions hereof, by ordinance to confer upon any person or corporation the franchise or right to use the property of the City, as defined in the preceding paragraph, for the purpose of furnishing to the public any general public service.

### ***LIMITATIONS***

Section 120. No exclusive franchise or privilege shall ever be granted and no franchise shall be directly or indirectly extended beyond the term originally fixed by the ordinance granting the same, except as provided by the terms of the City Charter.

### ***PROCEDURE***

Section 121. The City of Killeen shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinances shall not be passed finally until its third and final reading shall be at three separate regular meetings of the City Council of the City of Killeen, the last of which shall take place not less than thirty days from the first. No ordinance granting a franchise shall pass any reading except by a vote of the City Council, and such ordinance shall not take effect until sixty days after its adoption on its third and final reading.

## ***TERMS AND CONDITIONS***

Section 122. No determinate or fixed term franchise shall ever be granted for a longer term than twenty-five years; nor shall any right, privilege or franchise now in existence be extended beyond the period now fixed for its termination, directly or indirectly, or through any means whatsoever, and any ordinance in violation or evasion of this prohibition shall be absolutely void; provided, however, that any corporation, person or association of persons now holding any franchise under any charter or charters or ordinances of the City of Killeen may, with the consent of the City Council of the City surrender such franchise or franchises, subject to the provisions of the City Charter then in force, and take a new franchise under such charter or a new franchise may be granted to a new company or another person with the privilege of acquiring the properties of such franchise holder upon the surrender of the franchise rights then held.

No holder of a franchise heretofore or hereafter granted shall have a right (unless such right is granted in the franchise) to transfer or assign its properties and franchise to any other person, firm or corporation without the consent of the city, and such consent when given shall not operate as the granting of a franchise or as a new franchise.

The City Council shall have the power to compel all persons, firms or corporations operating any public utilities in this City, whether operating under existing franchises, or franchises that may be hereafter granted, to extend their service, lines, pipes, etc., if the person to be benefitted by such extension will pay the costs thereof, or if it can be shown that the revenue resulting from such extension will, within a reasonable time after same is made, pay a reasonable return on the investment, after making the customary allowance for depreciation.

All public utility franchises in the City of Killeen shall be held whether expressed in the ordinance or not, subject to the right of the City (each of the following being a condition):

- (1) To repeal the same by ordinance at any time for failure to begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing.
- (2) To require an adequate extension of plant and service, and the maintenance of the plant and fixture at the highest reasonable standard of efficiency.
- (3) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates.
- (4) To collect from every public utility operating in the city such proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping and sprinkling the streets, alleys, bridges, culverts, viaducts and other public places of the city as represents the increased cost of such operating resulting from the occupancy of such public places by such public utilities, and such proportion of the costs of such operations as results from the damage to or disturbance of such public places caused by such public utility; or to compel such public utility to perform at its own expense, such operations as above listed which are made necessary by the occupancy of such public places by such utility or by damage to or disturbance of such public places caused by such public utility.
- (5) At any time to examine and audit the accounts and other records of any such utility and to require annual and other reports, including on local operations by each such public utility.
- (6) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare, and accommodation of the public.



PART I - CHARTER  
ARTICLE XI. - FRANCHISES AND PUBLIC UTILITIES  
TERMS AND CONDITIONS

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Every public utility franchise hereafter granted shall be subject to the terms and conditions of this Charter, whether such terms and conditions are specifically mentioned in the franchise or not.

***UTILITY RATES AND CHANGES***

Section 123. The City Council shall have the power by ordinance to fix and regulate the rates, charges and fares of every franchise holder operating in the city to the fullest extent allowed by law.

***APPLICABLE TO STREETS AND HIGHWAYS***

Section 124. Deleted from the Charter. (Amend. of 5-11-13)

***PUBLIC SERVICE CORPORATIONS TO FILE ANNUAL REPORTS***

Section 125. It shall be the duty of the City Council to pass an ordinance requiring all public service corporations operating within the corporate limits of the city to file a sworn annual report of the receipts from the operation of the said business for the current year, how expended, how much therefor for betterments or improvements, the rate of tolls and charges for services rendered to the public, and any other facts or information that the council may deem pertinent for its use in intelligently passing upon any question that may arise between the City and the said public service corporations; and reports to be filed with the City Clerk, and preserved for the use of the City Council.

***OPTION TO PURCHASE***

Section 126. Deleted from the Charter. (Amend. of 5-11-13)

***CONSENT OF PROPERTY OWNERS***

Section 127. Deleted from the Charter. (Amend. of 5-11-13)

***EXTENSIONS***

Section 128. Deleted from the Charter. (Amend. of 5-11-13)

***OTHER CONDITIONS***

Section 129. Deleted from the Charter. (Amend. of 5-11-13)

***FRANCHISE RECORDS***

Section 130. Deleted from the Charter. (Amend. of 5-11-13)

**ARTICLE XII. GENERAL PROVISIONS**

### ***PUBLICITY OF RECORDS***

Section 131. All records and accounts of every office, department or agency of the city shall be open for inspection, pursuant to state law, to any citizen. (Amend. of 5-3-97)

### ***PERSONAL INTEREST***

Section 132. The City of Killeen hereby adopts chapter 171 of the Texas Local Government Code, as currently written and as may be amended in the future. Any violation of such state law shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit the office or position. Any violation of such state law with the knowledge express or implied of the person or corporation contracting with the governing body of the city shall render the contract voidable by the City Manager or Council. (Amend. of 5-7-05)

### ***NO OFFICER OR EMPLOYEE TO ACCEPT GIFTS***

Section 133. No officer or employee of the City of Killeen shall ever accept, directly or indirectly, any gift, favor, privilege or employment from any public utility corporation enjoying the grant of any franchise, privilege or easement from the city during the term of office of such officer, or during such employment of such employee except as may be authorized by law or ordinance; provided, however, that policemen and firemen in uniform or wearing their official badges may accept such free service where the same is permitted by ordinance. Any officer or employee of the city who shall violate the provisions of this section shall be guilty of a misdemeanor and may be punished by any fine that may be prescribed by ordinance for this offense, and shall forthwith be removed from office.

### ***RELATIVES OF OFFICERS SHALL NOT BE APPOINTED OR EMPLOYED***

Section 134. No person related within the second degree of affinity, or within the third degree of consanguinity, to members of the city council or city manager shall be appointed to any office, position or service in the city, but this provision shall not affect officers or employees who are already employed by the city at the time when any officer who may be related within the named degree takes office.

### ***PERSONS INDEBTED TO THE CITY SHALL NOT HOLD OFFICE OR EMPLOYMENT***

Section 135. Deleted from the Charter. (Amend. of 5-5-01)

### ***OATH OF OFFICE***

Section 136. Every elected and appointed officer of the city shall take and subscribe to the oaths or affirmations prescribed by Article XVI, Section 1, of the Texas Constitution, as it may be amended. Such oaths or affirmations shall be filed as required by the Constitution and with the City Secretary. (Amend. of 5-4-91)

### ***DAMAGE SUITS***

Section 137. Deleted from the Charter. (Amend. of 5-11-13)

### ***POWER TO SETTLE CLAIMS***

Section 138. The city council shall have the power to compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the city, including suits by the city to recover delinquent taxes.

### ***SERVICE OF PROCESS AGAINST THE CITY***

Section 139. All legal process against the city shall be served upon the Mayor, or Mayor pro-tem.

### ***CITY NOT REQUIRED TO GIVE SECURITY OR EXECUTE BOND***

Section 140. Deleted from the Charter. (Amend. of 5-11-13)

### ***LIENS AGAINST CITY PROPERTY***

Section 141. Deleted from the Charter. (Amend. of 5-4-91; Amend. Of 5-11-13)

### ***PROVISIONS RELATING TO ASSIGNMENT, EXECUTION AND GARNISHMENT***

Section 142. Deleted from the Charter. (Amend. of 5-11-13)

### ***POWER TO REMIT PENALTIES***

Section 143. Deleted from the Charter. (Amend. of 5-11-13)

### ***CHURCH AND SCHOOL PROPERTY NOT EXEMPT FROM SPECIAL ASSESSMENTS***

Section 144. No property of any kind, church, school, or otherwise, in the city of Killeen, shall be exempt from any of the special taxes and assessments authorized by this charter for local improvements unless the exemption is required by State law.

### ***SALE OR LEASE OF PROPERTY OTHER THAN PUBLIC UTILITIES OR ACQUIRED BY TAX SALE***

Section 145. Any real property owned by the City of Killeen may be sold or leased by the City Council when in its judgment such sale or lease will be for the best interests of the city; provided, however, a sale or a lease for more than five (5) years shall never become effective until thirty (30) days after passage of the ordinance of [or] resolution affecting same. If, during such thirty day period, a referendum petition is presented to the City Clerk which in all respects conforms to the referendum provisions of Article X of this charter, and same is found sufficient, then the clerk shall certify the sufficiency of same to the City Council, and an election shall be called submitting the question of whether or not the sale or lease shall be consummated. Provided, further, however, the provisions of this section shall not apply to public utilities, nor to property purchased by the city at tax sales.

### ***EFFECT OF THIS CHARTER ON EXISTING LAW***

Section 146. All ordinances, resolutions, rules, regulations, rights, claims actions, orders contracts and legal administrative proceedings shall continue except as modified pursuant to the provisions of this charter and in each case shall be maintained, carried on or dealt with by the city department, office or agency appropriate under this charter.

### ***CONTINUANCE OF CONTRACTS AND SUCCESSION OF RIGHTS***

Section 147. Deleted from the Charter. (Amend. of 5-11-13)

### ***CONSTRUCTION AND SEPARABILITY CLAUSE***

Section 148. The charter shall be liberally construed to carry out its intents and purposes. If any section or part of section of this charter shall be held invalid by a court of competent jurisdiction such holding shall not affect the remainder of this charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

### ***AMENDING THE CHARTER***

Section 149. Amendments to this Charter may be framed and submitted to the qualified electors of the city by a Charter commission in the manner provided by law for framing and submitting a new Charter. Amendments may also be proposed and submitted by ordinance, passed by a majority vote of the full membership of the council, or by a petition signed by not less than a number equal to at least five percent (5%) of the number of qualified voters of the municipality or 20,000, whichever is the smaller. When a Charter amendment petition shall have been filed with the council in conformity with the provisions of this Charter as to petitions for initiated ordinances, the council shall forthwith provide by ordinance for submitting such proposed amendment to a vote of the qualified electors. Any ordinance for submitting a Charter amendment to the qualified electors shall provide that such amendment be submitted at the next authorized uniform election date prescribed by the Election Code, or on the earlier of the date of the next municipal general election or presidential general election. The election date must allow sufficient time to comply with other requirements of law and must occur on or after the 30<sup>th</sup> day after the date the ordinance is adopted. Notice of the election for the submission of said amendment or amendments shall be given by publication thereof, in some newspaper of general circulation published in said city, on the same day in each of two (2) successive weeks; the date of the first publication to be not less than fourteen (14) days prior to the date set for said election. If a proposed amendment be approved by a majority of the qualified electors voting thereon it shall become a part of the Charter at the time fixed therein. Each amendment shall be confined to one subject; and when more than one amendment shall be submitted at the same time, they shall be so submitted as to enable the qualified electors to vote on each amendment separately. (Amend. of 5-5-01)

### ***EFFECTIVE DATE AND INTERIM GOVERNMENT***

Section 150. Deleted from the Charter. (Amend. of 5-11-13)

PART I - CHARTER  
ARTICLE XII. - GENERAL PROVISIONS  
DEFINITIONS

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**DEFINITIONS**

Section 151.

- (A) The term "City of Killeen," "City," or "said City" as used in this charter shall in all cases mean and refer to the City of Killeen, Bell County, Texas.
- (B) The term "Mayor" or "said Mayor" as used in this charter shall in all cases mean and refer to the duly elected and qualified mayor of the City of Killeen, Bell County, Texas.
- (C) The terms "Councilman," "Councilmember," "Council," and "City Council" as used in this charter shall in all cases mean and refer to the city council of the City of Killeen, Bell County, Texas, and the duly elected and qualified members thereof.
- (D) The term "City Manager" or "Manager" as used in this charter shall in all cases mean and refer to the duly appointed City Manager of the City of Killeen, Bell County, Texas.
- (E) Wherever the term "man," "men," "him," or "he" is used shall be construed as gender neutral. (Amend. of 5-3-97)
- (F) The term "Officer" as used in this Charter shall mean and refer to the Mayor, City Councilmembers, City Manager, Assistant City Managers and department heads, except that "officers of the police department" and "peace officers" shall refer to law enforcement officers.

**CORRECTIONS: NUMBERING SECTION**

Section 152. The City Council shall have the power to have corrected typographical errors and have the sections of this Charter numbered consecutively; provided such corrections shall have no effect on the meaning and intent of this Charter.

**CHARTER COMPARATIVE TABLE**

This table shows the location of the amendments to the city Charter adopted after May 8, 1990.

Amendment Date	Section	Section this Charter
03-03-49	1—152	1—152
05-04-91		6, 8, 23, 26, 75-77, 93, 95, 136, 141
01-15-94		34
05-03-97		4, 7, 9, 21, 22, 32, 97, 99, 131, 151
05-05-01		7, 24, 76, 77, 135, 149
05-07-05		4, 8, 22, 26, 32, 76, 132
05-11-13		8, 14, 15, 17, 19, 20, 22, 23, 24, 26, 28, 29, 31, 33, 35, 38, 39, 40, 41, 42, 43, 47, 50, 53, 60, 63, 65, 66, 68, 69, 71, 72, 77, 78, 82, 83, 85, 86, 87, 88, 89, 90, 91, 93, 98,

PART I - CHARTER  
CHARTER COMPARATIVE TABLE

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		100, 101, 102, 107, 124, 126, 127, 128, 129, 130, 137, 140, 141, 142, 143, 147, 150
5-15-18		73



# PROPOSED CHARTER AMENDMENTS

PH-22-008

January 25, 2022

# Charter Review Timeline

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- ✓ September 20, 2021: Review Articles I – II and XII
- ✓ September 21, 2021: Direction re: Articles I – II and XII
- ✓ October 18, 2021: Review Articles III - IV
- ✓ November 8, 2021: Charter Review
- ✓ November 15, 2021: Charter Review
- ✓ November 29, 2021: Charter Review
- ✓ December 13, 2021: Charter Townhall meeting



# Charter Review Timeline (cont'd)

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- ✓ January 11, 2022: Hold a Public Hearing on Proposed Charter Amendments
- January 25, 2022: Hold a Public Hearing on proposed Charter Amendments
- February 8, 2022: Consider an ordinance calling a Charter Amendment Election
- April 9, 2022: Publish first newspaper notice
- April 16, 2022: Publish second newspaper notice
- April 25, 2022: Early voting begins
- May 7, 2022: Election

# Article II. – Corporate and General Powers

## □ EXTENSION OF CITY LIMITS UPON PETITION

- Section 6. The City Council may, by ordinance, annex an area if each owner of land in the area requests the annexation in accordance with Texas Local Government Code 43.0671, et seq, and as it may be hereinafter amended.
- ~~When a majority of the inhabitants, qualified to vote for members of the Texas State Legislature, of any territory adjoining Killeen, registered voters of an area with a population of less than 200 desires the annexation of such territory to Killeen area, they may present a written petition to that effect to the City Council and shall attach to said petition the affidavit of one or more of their number to the effect that said petition is signed by a majority of such qualified registered voters, and thereupon, the City Council at the next regularly scheduled session held not sooner than twenty (20) days after the presentation of said petition may, by ordinance, annex such territory to Killeen in accordance with the Texas Local Government Code 43.0681, et seq, and as it may be hereinafter amended. If the registered voters of the area do not own more than 50 percent of the land in the area, the petition must be signed by more than 50 percent of the owners of the land in the area.~~
- The City Council may, by ordinance and in accordance with Texas Local Government Code 43.0691, et seq, and as it may be hereinafter amended, annex an area with a population of 200 or more after the City holds an election in the area to be annexed at which a majority of the votes received approved the annexation and if the registered voters of the area do not own more than 50 percent of the land in the area, the City obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.
- On the effective date of the ordinance, the area becomes a part of the City of Killeen and the inhabitants thereof shall be entitled to all the rights and privileges of other citizens of the City of Killeen and shall be bound by the acts, ordinances, resolutions and regulations of the city.
- ~~Should there be no such qualified voters in said territory, the owners may petition the City Council in accordance with Texas Local Government Code, § 43.028 or any successor statute thereto, and the City Council by ordinance consistent with State law, may annex the area.~~

# Article II. – Corporate and General Powers

- ***EXTENSION OF CITY LIMITS BY THE CITY COUNCIL***
- Section 7. The City Council shall have power, by ordinance, to fix and extend the boundaries of Killeen and to exchange area with other municipalities, ~~with or without the consent of the territory and inhabitants annexed or relinquished~~. Upon the introduction of such ordinance by the city council, the procedures for annexation set forth by state law shall be followed, as found in Chapter 43, Local Government Code, and as may hereafter be amended. Once annexed, the territory and inhabitants shall be a part of Killeen, entitled to all rights and privileges and shall be bound by the acts, ordinances, resolutions and regulations of Killeen.

# Article II. – Corporate and General Powers

## □ **CHANGE OF DISTRICT BOUNDARIES**

- Section 8. The City Council may, by ordinance, alter or change the district boundaries of the City of Killeen, and resubdivide the City into districts, designating and describing same by metes and bounds or other adequate means, provided there shall at all times be four districts within the city. Each district now existing or that may hereafter be established shall be designated so that each district shall contain as nearly as possible the same number of qualified electors. The City Council shall review such districts for possible boundary changes within two (2) years after the federal decennial census has been conducted and reported; and the City Council, at its discretion, may review and change such districts at any time deemed necessary. ~~All amendments of existing district boundaries shall be effective only after preclearance approval under Section 5, Federal Voting Rights Act, 42 U.S.C. Section 1973c and the acts amendatory thereof and supplementary thereto, now or hereafter enacted.~~ If district boundaries are altered or changed and a councilmember no longer lives in the district for which he was elected, he shall remain in office until the end of his term.

# ARTICLE III. THE COUNCIL

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- Section 24. The compensation for the councilmembers shall not exceed \$~~100~~250.00 per month and compensation for the mayor shall not exceed \$~~200~~350.00 per month. Said compensation shall be fixed by the city council. (Amend. of 5-5-01; Amend. of 5-11-13)

# ARTICLE III. THE COUNCIL

- Section 28. The Council shall appoint a City Manager who shall have the powers and perform the duties in this charter provided. No councilmember shall receive such appointment during the term for which he shall have been elected, nor within one year after he leaves office.
- The salary of the City Manager shall be fixed by the City Council, and he shall hold office at its will; ~~but if removed at any time after six months from his appointment, he may demand written charges and a public hearing thereon before the City Council prior to the date on which his final removal shall take effect, but during such hearing the Council may suspend him from office.~~ The action of the Council in suspending or removing the City Manager shall be final, it being the intention of this charter to vest all authority and fix all responsibility for such suspension or removal in the City Council. During the absence or disability of the City Manager, the Council shall designate some properly qualified person to perform the duties of the office; except in case of his temporary absence or disability.

# ARTICLE III. THE COUNCIL

## □ **INDUCTION INTO OFFICE: MEETINGS**

□ Section 34. The Council shall hold a special ~~On the next regular~~ meeting following each regular municipal election held under this Charter, or any special election for the purpose of filling vacancies in the council, ~~or~~ as soon thereafter as practicable, ~~the council shall meet at the usual time and place for holding meetings,~~ for the purpose of qualifying ~~and the newly elected members shall qualify and assume the duties of~~ office. Thereafter, the council shall meet regularly at such times as may be prescribed by its rules but not less frequently than twice each month. All meetings shall be open to the public, in accordance with the Texas Government Code; special meetings shall be called by the city clerk upon request of the mayor, or a majority of the members of the council.

# ARTICLE III. THE COUNCIL

□ Section 38. Every ordinance shall be introduced in written or printed form and, upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than ten days from the date of its passage; subject to the provisions of Article X of this charter. Any ordinance imposing or increasing a fine or fee shall require a public hearing. The city clerk shall give notice of the passage of every ordinance imposing a penalty, fine or forfeiture for a violation of the provisions thereof, by causing the caption or title, including the penalty, of any such ordinance to be published in accordance with state law. He shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the charter, and the date of such publication, which shall be prima facie evidence of the legal publication and promulgation of such ordinance; provided that the provisions of this correction, amendment, revision and codification of the ordinances of the city for publication in book or pamphlet form. Except as otherwise provided by Article XI of this charter, it shall not be necessary to the validity of any ordinance that it shall be read more than one time or considered at more than one session of the City Council. Every ordinance shall be authenticated by the signature of the mayor and city clerk and shall be systematically recorded and indexed in an ordinance book in a manner approved by the council. It shall only be necessary to record the caption or title of ordinances in the minutes or journal of council meetings. The city council shall have power to cause the ordinances of the city to be corrected, amended, revised, codified and printed in code form as often as the council deems advisable, and such printed code, when adopted by the council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.



# ARTICLE III. THE COUNCIL

□ Section 39. Councilmembers~~The council~~ shall have power to inquire into the conduct of any office, department, agency, or officer of the city. ~~and to~~ Council shall have power to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers and other evidence. Failure to obey such subpoena or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor and shall be punishable by fine not to exceed the maximum amount allowed by law.

# ARTICLE V. – THE BUDGET

## ***EFFECTIVE DATE OF BUDGET: CERTIFICATION: COPIES MADE AVAILABLE***

- Section 60. Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be filed with the City Clerk; and the County Clerk of Bell County; ~~and the State Comptroller of Public Accounts at Austin.~~ The final budget shall be made available for the use of all offices, departments and agencies, and for the use of interested persons and civic organizations. (Amend. of 5-11-13)

# ARTICLE VI. – ISSUANCE AND SALE OF BONDS

## □ **POWER TO BORROW**

- Section 66. The City of Killeen shall have the right and power to issue its general obligation bonds on the full faith and credit of the City, payable from ad valorem taxes not to exceed the maximum rate permitted by the Texas Constitution, for the purpose of providing permanent public improvements or for any other public purpose. The City also shall have the right and power to issue its revenue bonds payable from the revenues of any municipally owned utility or utilities, ~~and may secure such revenue bonds by a mortgage or deed of trust on the physical properties of such utility or utilities.~~ The City also shall have the right and power to issue interest bearing time warrants pursuant to state law. (Amend. of 5-11-13)

# ARTICLE IX. – NOMINATIONS AND ELECTIONS

## □ ***COUNCIL BALLOTS***

□ Section 96. The ~~full~~ names of all candidates for the council as hereinbefore provided, except such as may have withdrawn, died, or become ineligible, shall be printed on the official ballots without party designations. If two candidates with the same surnames or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence shall be placed with their names on the ballot. The order of the names on the ballot shall be determined by lot. The official ballots shall be printed not less than twenty (20) days before the date of the election.

# ARTICLE X. – INITIATIVE, REFERENDUM, AND RECALL

## □ **POWER OF INITIATIVE**

- Section 100. The electors shall have power to propose any ordinance except an ordinance appropriating money or authorizing the levy of taxes or subject to state or federal law requirements that cannot be met through the initiative ordinance process, and to adopt or reject the same at its polls, such power being known as the initiative. Any initiative ordinance may be submitted to the council by a petition signed by qualified electors of the city equal in number to at least twenty-five per cent of the number of voters in the last regular municipal election of the mayor and at-large councilmembers. (Amend. of 5-11-13)

# Article XII. – General Provisions

## □ **DEFINITIONS**

### □ Section 151.

- (A) The term "City of Killeen," "City," or "said City" as used in this charter shall in all cases mean and refer to the City of Killeen, Bell County, Texas.
- (B) The term "Mayor" or "said Mayor" as used in this charter shall in all cases mean and refer to the duly elected and qualified mayor of the City of Killeen, Bell County, Texas.
- (C) The terms "Councilman," "Councilmember," "Council," and "City Council" as used in this charter shall in all cases mean and refer to the city council of the City of Killeen, Bell County, Texas, and the duly elected and qualified members thereof.
- (D) The term "City Manager" or "Manager" as used in this charter shall in all cases mean and refer to the duly appointed City Manager of the City of Killeen, Bell County, Texas.
- (E) Wherever the term "man," "men," "him," or "he" is used shall be construed as gender neutral. (Amend. of 5-3-97)
- (F) The term "Officer" as used in this Charter shall mean and refer to City Councilmembers, City Manager, Assistant City Managers and department heads, except that "officers of the police department" and "peace officers" shall refer to law enforcement officers.

# Next Steps

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- Finalize Charter revisions
- Consider ordinance on February 8, 2022 calling Charter Election for *May 7, 2022*



# City of Killeen

## Legislation Details

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**File #:** PH-21-065    **Version:** 1    **Name:** FLUM-21-09  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 11/8/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**

**Title:** HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #FLUM21-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas. (Tabled from 11/30/21 Regular City Council Meeting)

**Sponsors:** Development Services

**Indexes:**

**Code sections:**

**Attachments:** [Staff Report](#)  
[Maps](#)  
[Minutes](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
12/7/2021	1	City Council		
11/30/2021	1	City Council Workshop		





## STAFF REPORT

**DATE:** November 30, 2021  
**TO:** Kent Cagle, City Manager  
**FROM:** Wallis Meshier, Director of Planning  
**SUBJECT:** FLUM CASE #21-09: 'Rural' (R) to 'General Residential' (GR)

### **BACKGROUND AND FINDINGS:**

#### **Summary of Request:**

Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. If approved, the applicant intends to develop townhomes on the property.

#### **Zoning / Plat Case History:**

The subject property was annexed on September 25, 2007 via Ordinance No. 07-090 and zoned "A" (Agricultural District) with the adoption of the annexation ordinance in accordance with Killeen Code of Ordinances Sec. 31-124(a). The "A" (Agricultural District) zoning remained via Ordinance No. 08-097 on November 25, 2008. The property is currently unplatted.

#### **Character of the Area:**

The surrounding area is made up of a mix of residential and commercial uses. Adjacent land uses are as follows:

- North: Existing single-family homes zoned "R-1" (Single-Family Residential District) (Estancia West subdivision) and an existing single-family home on approximately 4 acres of land zoned "A" (Agricultural District);
- East: Existing commercial property (Texas Humane Heroes animal shelter) zoned "A" (Agricultural District), "B-3" (Local Business District), and "B-4" (Business District);
- South: Undeveloped residential lots zoned "SF-2" (Single-Family Residential District) and "R-2" (Two-Family Residential District) (McGregor Estates Phase Three subdivision);
- West: Existing single-family residential development zoned "R-1" (Single-Family Residential District) (Estancia West subdivision).

#### **Future Land Use Map Analysis:**

The This property is designated as 'Rural' (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'Rural' (R) designation encourages rural character with wide open

landscapes, large parcels, and scattered residential development on relatively large acreages and encourages the following development types:

- Residential homesteads;
- Planned development to accommodate conservation and cluster residential designs;
- Agricultural uses;
- Agriculture-focused commercial retail;
- Public/institutional;
- Parks and public spaces; and
- Natural and protected floodplain areas.

If approved, the 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus
- 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

The applicant has submitted a concurrent request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District).

### **Staff Findings:**

The current zoning of the subject property is "A" (Agricultural District). The surrounding area includes residential and commercial uses. The area to the north and west is the Estancia West Subdivision, which consists of existing single-family residential properties. Also to the north is an existing single-family home on approximately four (4) acres of land. To the east is an existing commercial property (Texas Humane Heroes animal shelter). To the south is McGregor Estates, Phase Three, which consists of garden home lots and two-family residential lots.

There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

### **Public Notification:**

Staff mailed courtesy notices to one hundred and eleven (111) surrounding property owners regarding this request. Of those property owners notified, sixteen (16) reside outside of Killeen.

### **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's FLUM amendment request;
- Approve a more restrictive FLUM designation; or

- Approve the applicant's FLUM amendment request.

**Which alternative is recommended?** Staff recommends approval of the applicant's FLUM amendment request.

**Why?** Staff finds the requested FLUM amendment is consistent with the adjacent residential land uses.

**CONFORMITY TO CITY POLICY:**

This request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

The proposed FLUM amendment does not involve the expenditure of City funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

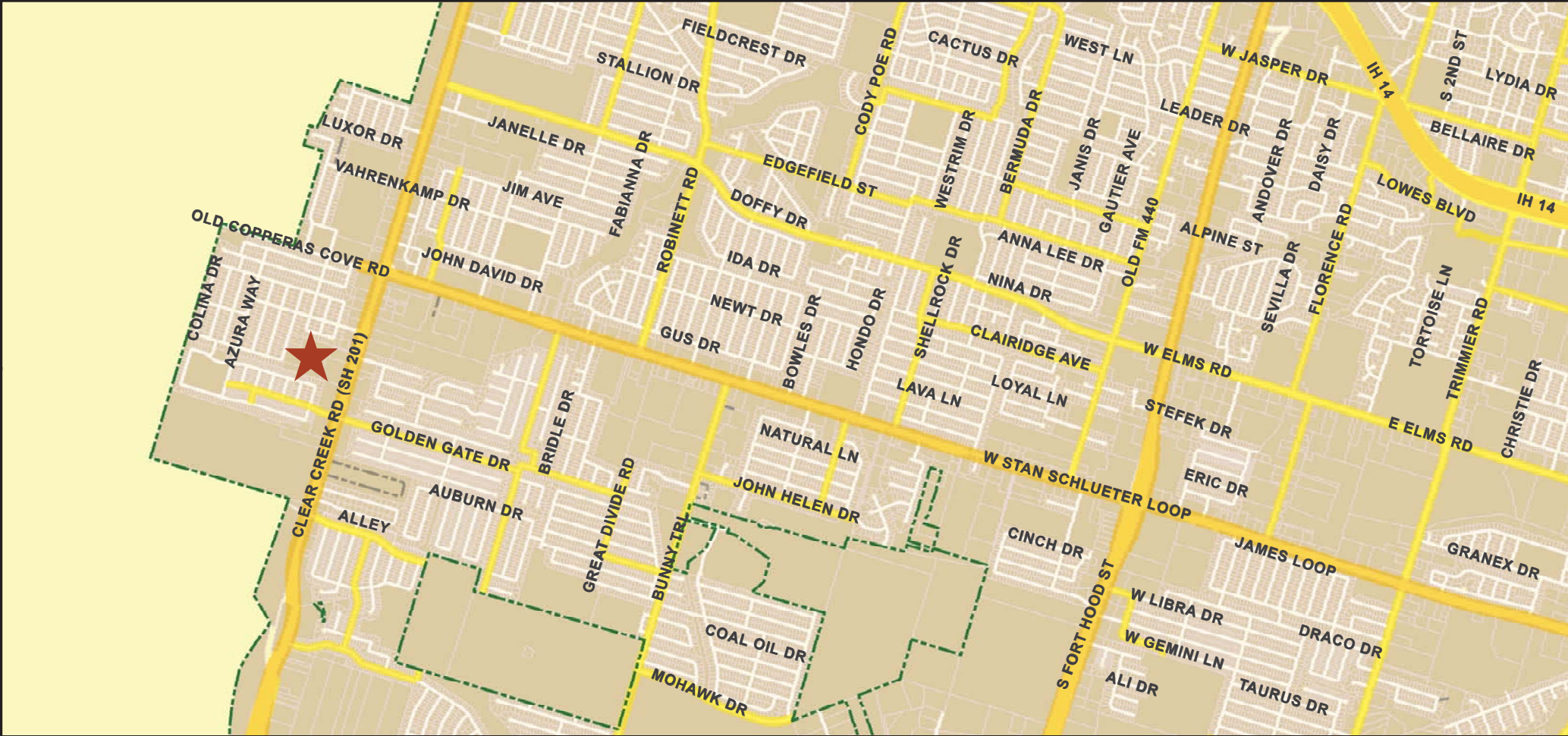
At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Minutes  
Ordinance



**Case: FLUM AMENDMENT 2021-09**

Council District: 4  
 FROM R TO GR  
 Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES



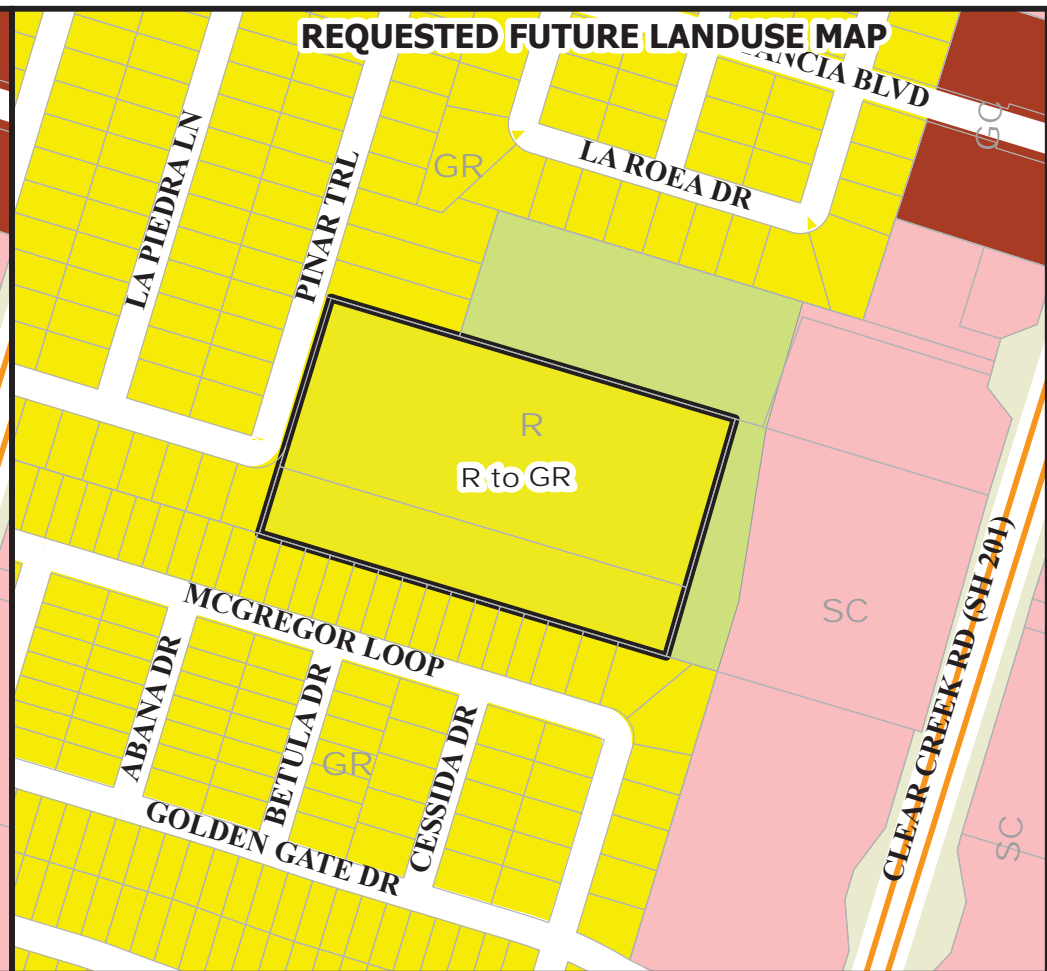
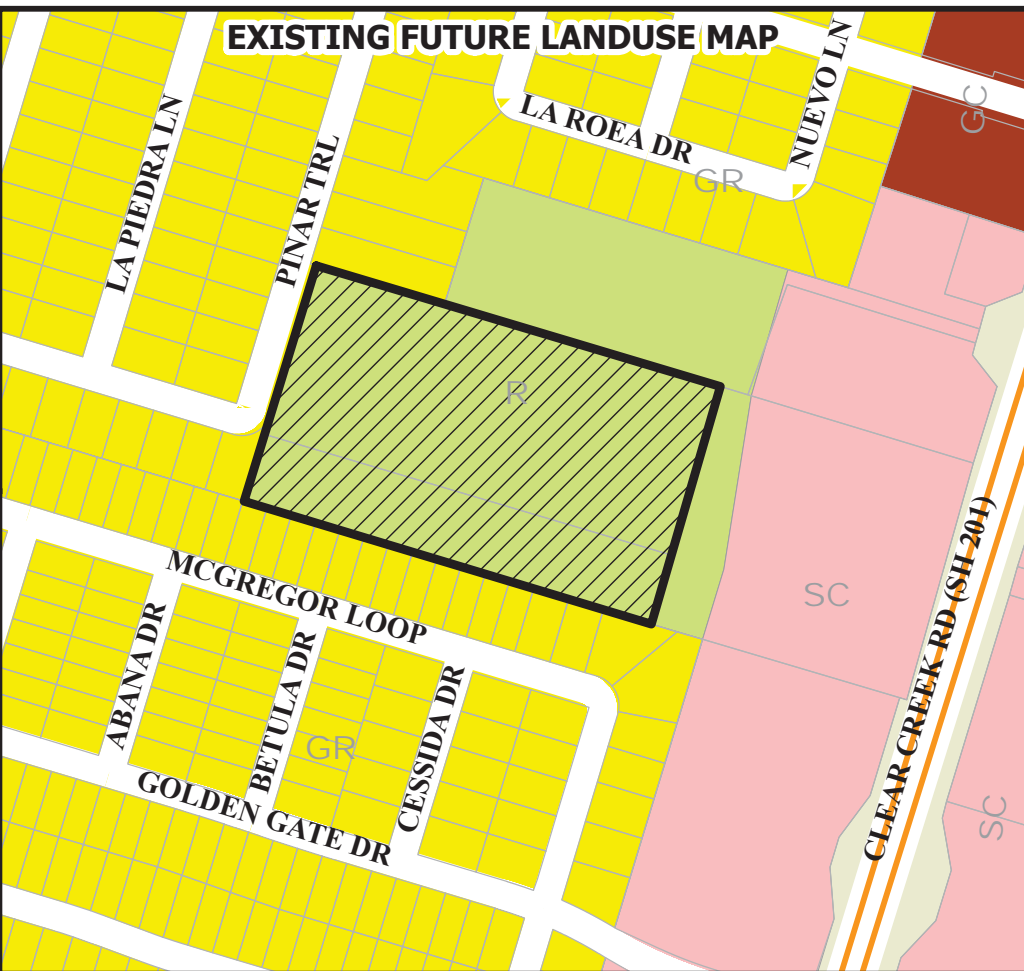
FLUM LOCATION



1 inch = 3,333 feet

**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**




**Case: FLUM AMENDMENT 2021-09**

Council District: 4





FROM R TO GR

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES

**Legend**

-  Killeen City Limits
-  Bell County Area
-  Principal Arterial, Existing

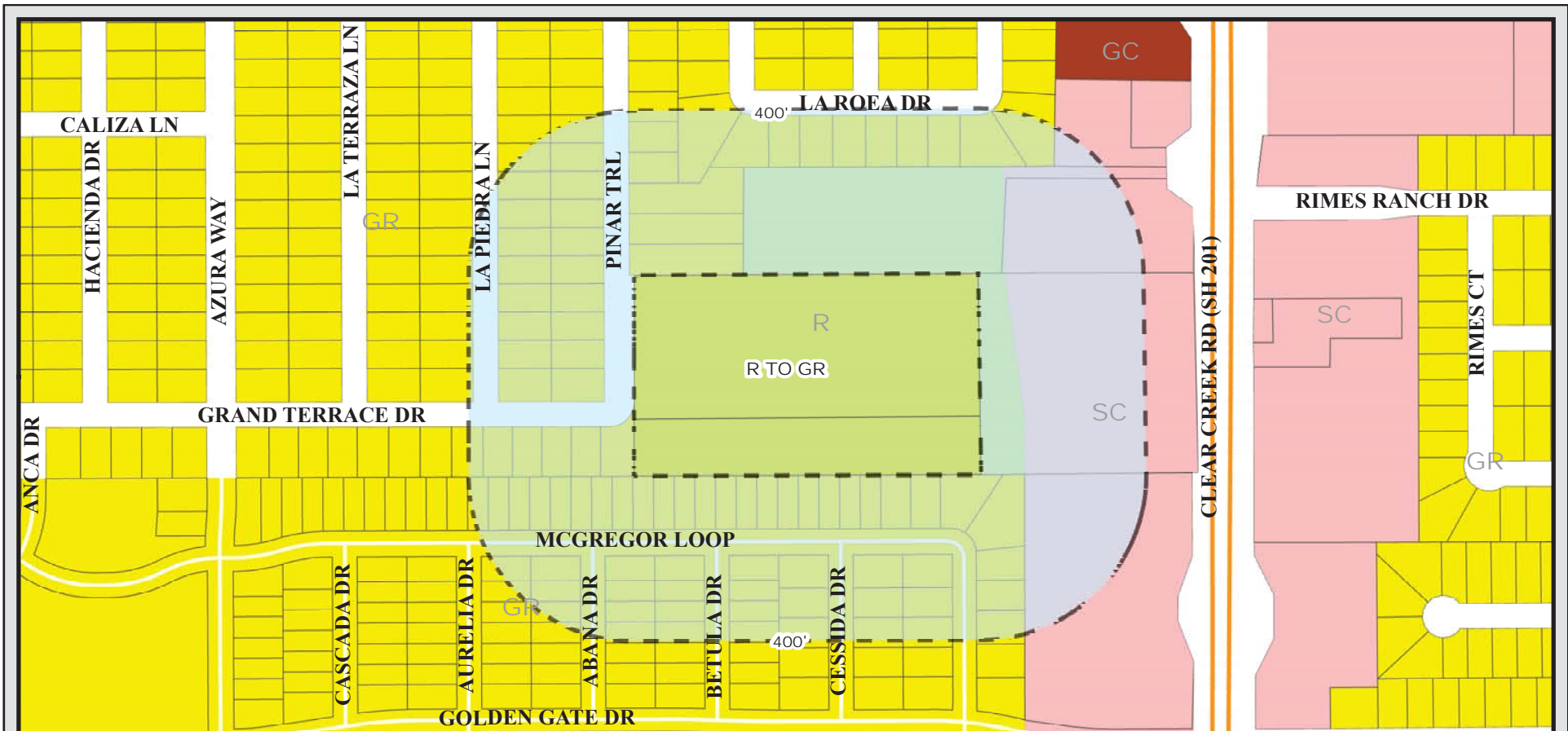
**Future Land Use Legend**

-  General Residential (GR)
-  General Commercial (GC)
-  Suburban Commercial (SC)
-  Rural (R)



1 inch = 417 feet

Date: 11/16/2021



**FLUM Notification**

**Case: FLUM AMENDMENT 2021-09**

Council District: 4

FROM R TO GR

1 inch = 379 feet

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES



FLUM Case Location selection  
2021\_33\_400  
Killeen City Limits  
Bell County Area

**Legend**

Principal Arterial, Existing  
General Residential (GR)  
General Commercial (GC)  
Suburban Commercial (SC)

Rural (R)



Date: 11/16/2021

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
NOVEMBER 01, 2021**

**CASE #FLUM 21-09**

**HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, L.L.C. (Case #FLUM21-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161. The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The applicant's agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to approve the request as presented. Commissioner Minor seconded, and the motion passed by a vote of 6 to 0.

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

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 9.147 ACRES OUT OF THE JAMES COOK SURVEY, ABSTRACT NO. 161, FROM A 'RURAL' (R) TO 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; 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 request from Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'Rural' (R) designation to a 'General Residential' (GR) designation, said property being legally described as being approximately 9.147 acres out of the James Cook Survey, Abstract No. 161; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 1<sup>st</sup> day of November 2021, 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 7<sup>th</sup> day of December 2021, 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 future land use designation of approximately 9.147 acres out of the James Cook Survey, Abstract No. 161, be amended from a ‘Rural’ (R) designation to a ‘General Residential’ (GR) designation.

**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 7<sup>th</sup> day of December 2021, 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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**Jose L. Segarra, MAYOR**

**ATTEST:**

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**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

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**Traci S. Briggs, City Attorney**

Case #: FLUM 21-09

Ord#: 21-\_\_\_\_



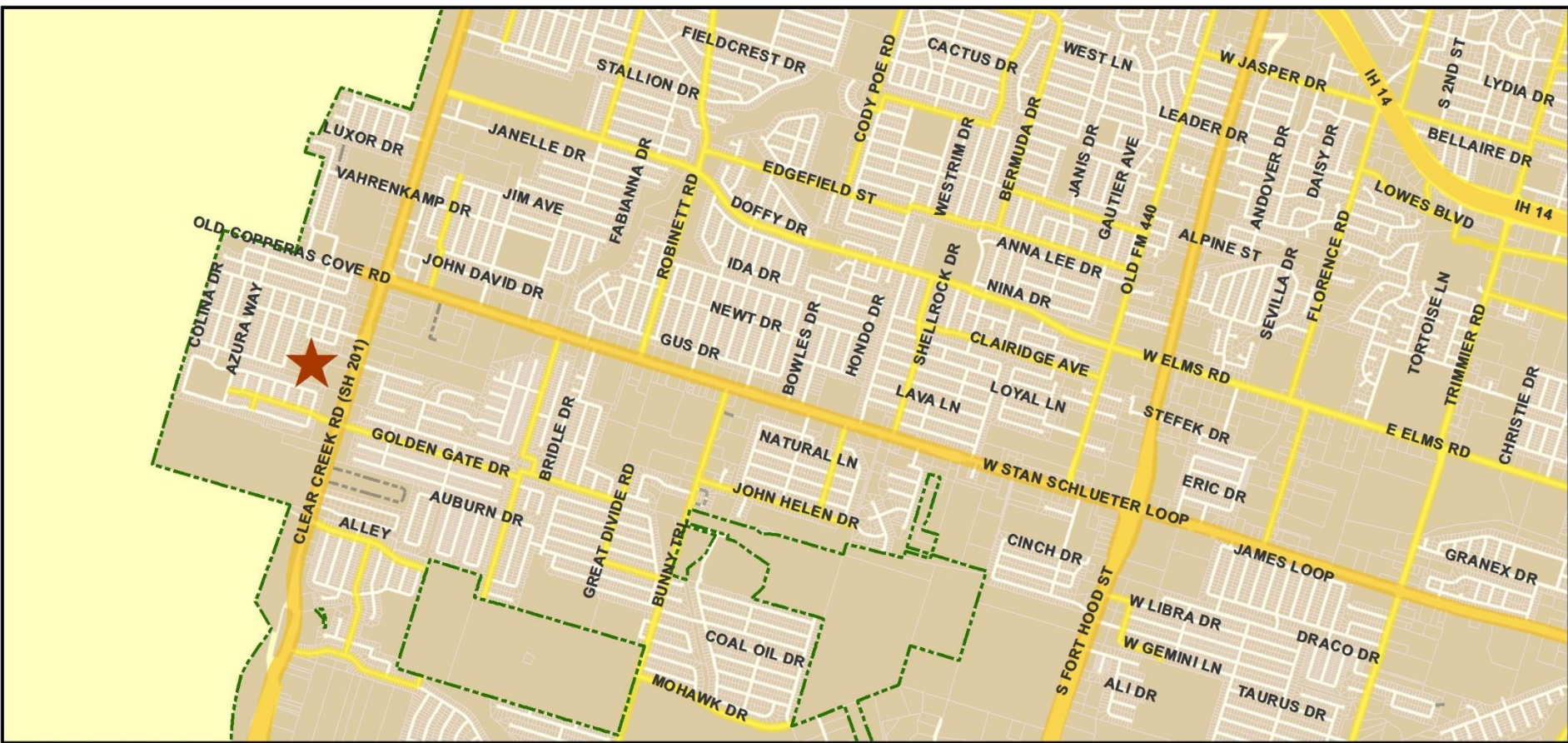
CASE #FLUM21-09: 'R' TO 'GR'

PH-21-065

January 18, 2022

# Case #FLUM21-09: 'R' to 'GR'

- ❑ **HOLD** a public hearing and consider a request submitted Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (**Case #FLUM21-09**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) designation to a 'General Residential' (GR) designation for approximately 9.147 acres out of the James Cook Survey, Abstract No. 161.
- ❑ The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.



**Case: FLUM AMENDMENT 2021-09**

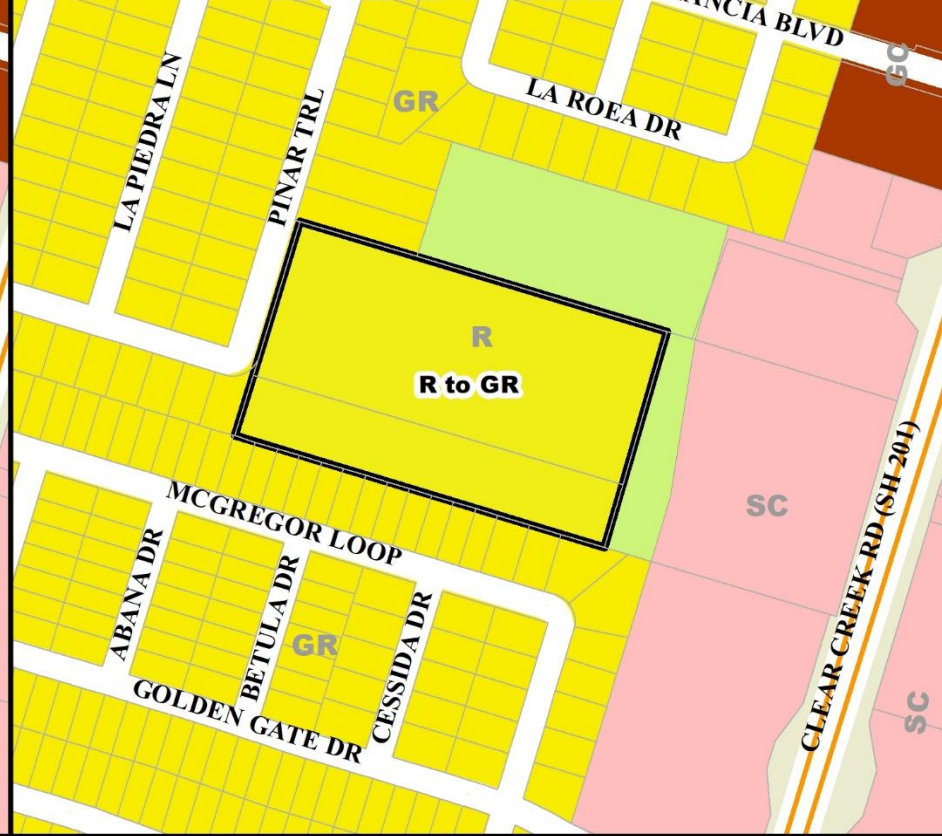
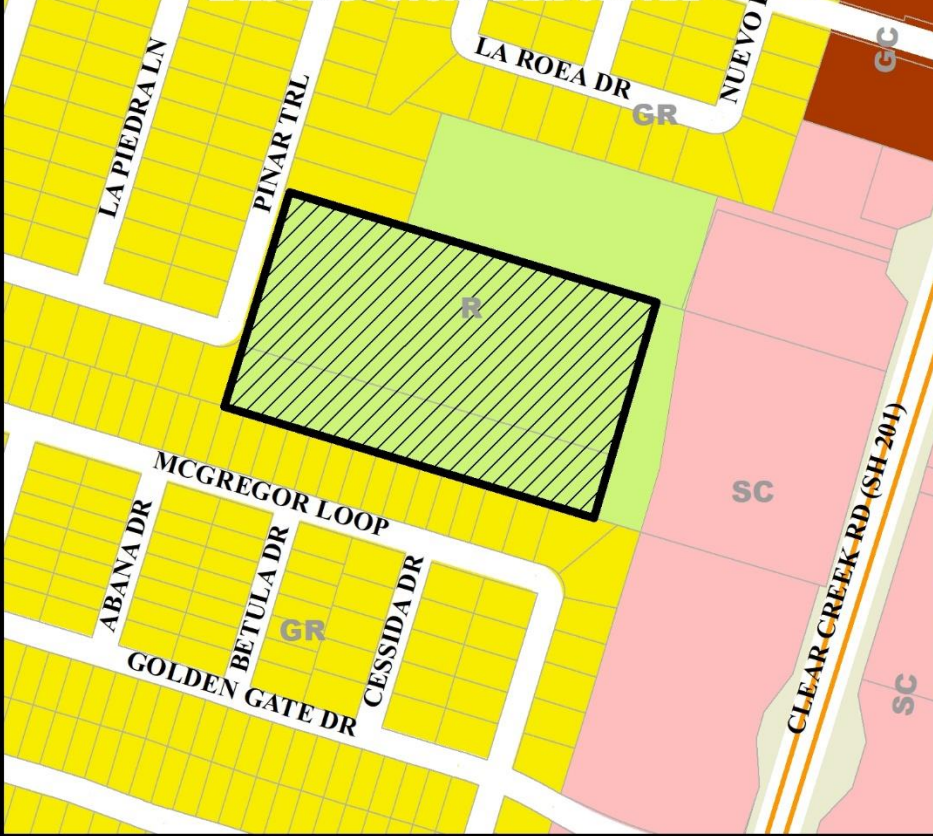
Council District: 4  
 FROM R TO GR  
 Subject Property Legal Description: A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602  
 AND A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047



1 inch = 3,333 feet

**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**





**Case: FLUM AMENDMENT 2021-09**

Council District: 4  
 FROM R TO GR  
 Subject Property Legal Description: A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602  
 AND A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047

**Legend**

-  Killen City Limits
-  Bell County Area
-  Principal Arterial, Existing

**Future Land Use Legend**

-  General Residential (GR)
-  General Commercial (GC)
-  Suburban Commercial (SC)
-  Rural (R)



1 inch = 417 feet  
 Date: 10/29/2021

# Case #FLUM21-09: 'R' to 'GR'

5

- This property is currently designated as 'Rural' (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The 'Rural' (R) designation encourages the following development types:
  - ▣ Residential homesteads;
  - ▣ Planned development to accommodate conservation and cluster residential designs;
  - ▣ Agricultural uses;
  - ▣ Agriculture-focused commercial retail;
  - ▣ Public/institutional;
  - ▣ Parks and public spaces; and
  - ▣ Natural and protected floodplain areas.

# Case #FLUM21-09: 'R' to 'GR'

- If approved, the 'General Residential' (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ 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; and
  - ▣ Parks and public spaces.

# Staff Findings

- ❑ The applicant has submitted a concurrent request to rezone the property from 'A' (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District).
- ❑ If approved, the applicant intends to develop townhomes on the property.
- ❑ There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

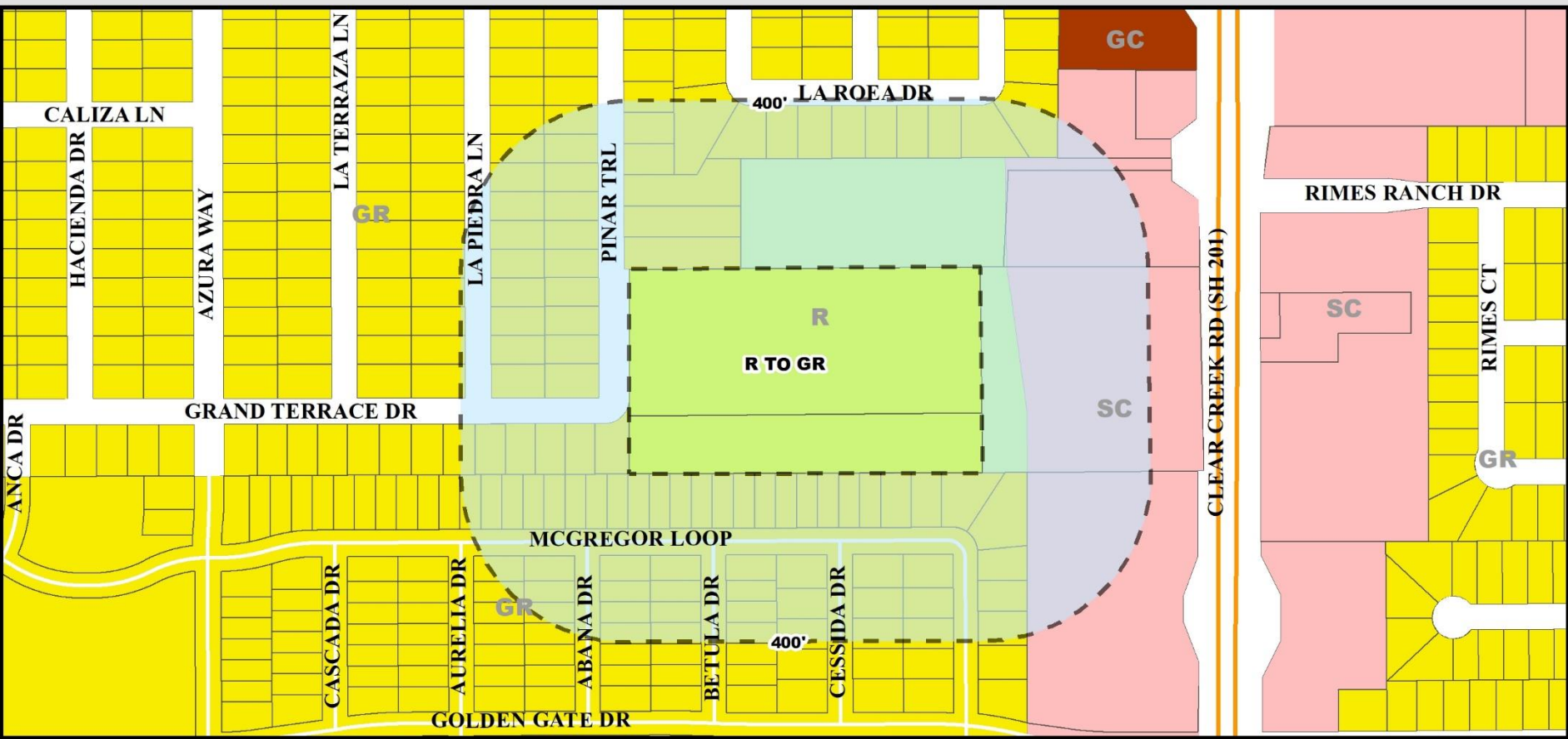


# Staff Findings

- ❑ The surrounding area includes residential and commercial uses.
- ❑ The area to the north and west is the Estancia West Subdivision, which consists of existing single-family residential properties. Also to the north is an existing single-family home on approximately 4 acres of land.
- ❑ To the east is an existing commercial property (Texas Humane Heroes animal shelter).
- ❑ To the south is McGregor Estates, Phase Three, which consists of garden home lots and two-family residential lots.

# Public Notification

- Staff mailed courtesy notices to one hundred and eleven (111) surrounding property owners regarding this request.
- Of those property owners notified, sixteen (16) reside outside of Killeen.



**FLUM Notification**

**Case: FLUM AMENDMENT 2021-09**

Council District: 4






FROM R TO GR

1 inch = 379 feet

A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

Subject Property Legal Description: AND A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047

**Legend**

-  FLUM Case Location selection
-  Principal Arterial, Existing
-  Rural (R)
-  General Residential (GR)
-  General Commercial (GC)
-  Suburban Commercial (SC)
-  Killeen City Limits
-  Bell County Area



Date: 10/29/2021

# Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove of the applicant's request;
  - ❑ Approve a more restrictive zoning district than requested by the applicant; or
  - ❑ Approve the applicant's request.

# Staff Recommendation

- ❑ Staff recommends approval of the applicant's request to amend the Future Land Use Map (FLUM) from 'Rural' (R) to 'General Residential' (GR) as presented.
- ❑ Staff finds that the applicant's request is consistent with the adjacent residential land uses.

# Commission Recommendation

- At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



# City of Killeen

## Legislation Details

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**File #:** PH-21-066    **Version:** 1    **Name:** Zoning 21-33  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 7/27/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**

**Title:** HOLD a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (Case #Z21-33) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District). The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas. (Tabled from 11/30/21 Regular City Council Meeting) (Requires a three-fourths [3/4] majority vote)

**Sponsors:** Development Services

**Indexes:**

**Code sections:**

**Attachments:** [Staff Report](#)  
[Maps](#)  
[Minutes](#)  
[Ordinance](#)  
[Considerations](#)  
[Petitions](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
12/7/2021	1	City Council		
11/30/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** November 30, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Wallis Meshier, Director of Planning

**SUBJECT:** ZONING CASE #Z21-33 "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family Residential District)

### **BACKGROUND AND FINDINGS:**

#### **Summary of Request:**

Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, submitted a request to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District). If approved, the applicant intends to develop townhomes on the property.

#### **Zoning / Plat Case History:**

The subject property was annexed on September 25, 2007 via Ordinance No. 07-090 and zoned "A" (Agricultural District) with the adoption of the annexation ordinance in accordance with Killeen Code of Ordinances Sec. 31-124(a). The "A" (Agricultural District) zoning remained via Ordinance No. 08-097 on November 25, 2008. The property is currently unplatted.

#### **Character of the Area:**

The surrounding area is made up of a mix of residential and commercial uses. Adjacent land uses are as follows:

- **North:** Existing single-family homes zoned "R-1" (Single-Family Residential District) (Estancia West subdivision) and an existing single-family home on approximately 4 acres of land zoned "A" (Agricultural District);
- **East:** Existing commercial property (Texas Humane Heroes animal shelter) zoned "A" (Agricultural District), "B-3" (Local Business District), and "B-4" (Business District);
- **South:** Undeveloped residential lots zoned "SF-2" (Single-Family Residential District) and "R-2" (Two-Family Residential District) (McGregor Estates Phase Three subdivision);
- **West:** Existing single-family residential development zoned "R-1" (Single-Family Residential District) (Estancia West subdivision).

#### **Future Land Use Map Analysis:**

This property is designated as 'Rural' (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'Rural' (R) designation encourages rural character with wide open landscapes, large parcels, and scattered residential development on relatively large acreages and



encourages the following development types:

- Residential homesteads;
- Planned development to accommodate conservation and cluster residential designs;
- Agricultural uses;
- Agriculture-focused commercial retail;
- Public/institutional;
- Parks and public spaces; and
- Natural and protected floodplain areas.

The request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) is inconsistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, a concurrent request to amend the Future Land Use Map (FLUM) from "R" (Rural) to "GR" (General Residential) has been submitted.

### **Water, Sewer and Drainage Services**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

### **Environmental Assessment:**

There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is via Pinar Trail, which is classified as a 60 ft. wide Local Street on the City of Killeen Thoroughfare Plan.

### **Public Notification:**

Staff notified one hundred and eleven (111) surrounding property owners regarding this request. Of those notified, sixty-three (63) properties were located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and sixteen (16) reside outside of Killeen. As of the date of this staff report, no written responses in support of the request has been received.

### **Staff Findings:**

Staff finds that the applicant's request is consistent with the predominantly residential character of the area. In addition, approval of the applicant's request will provide for diverse housing options in Killeen beyond the predominant single-family and two-family options currently available. The proposed development is considered infill development, which is consistent with the guiding principles of the Comprehensive Plan. Finally, staff finds that approval of this request will not negatively affect the adjacent property owners.

## **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district than requested by applicant; or
- Approve the applicant's request.

**Which alternative is recommended?** Staff recommends approval of the applicant's request to rezone the subject property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District).

**Why?** The applicant's request is consistent with the predominantly residential character of the area.

## **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

## **FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds. However, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

## **RECOMMENDATION:**

At their regular meeting on November 1, 2021, the Planning & Zoning Commission recommended approval of the applicant's request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) by a vote of 6 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

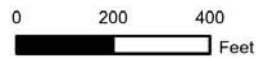
Maps  
Minutes  
Ordinance  
Considerations





Attachment #3

Council District: 4

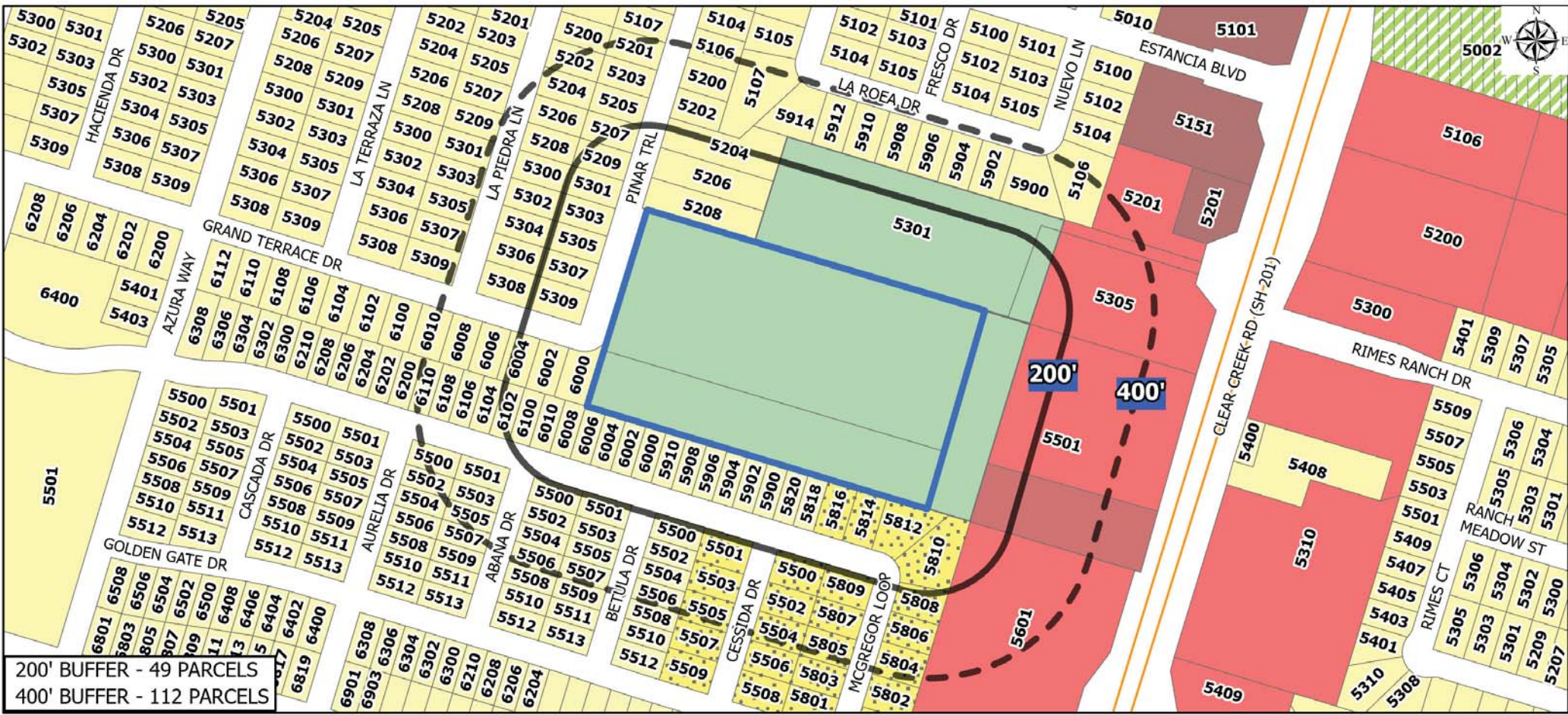


## Zoning Case 2021-33

### A TO RT-1

- Legend
- Citylimits
  - Zoning Case

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES



200' BUFFER - 49 PARCELS  
 400' BUFFER - 112 PARCELS

Attachment #1  
 Council District: 4  
 0 200 400  
 Feet

## Zoning Case 2021-33

### A TO RT-1

<b>Legend</b>	Current Zoning	<span style="display: inline-block; width: 15px; height: 15px; background-color: #8B4513; border: 1px solid black;"></span> B-4	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFF00; border: 1px solid black;"></span> R-1
		<span style="display: inline-block; width: 15px; height: 15px; background-color: #A52A2A; border: 1px solid black;"></span> B-5	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black;"></span> R-2
		<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF0000; border: 1px solid black;"></span> B-3	<span style="display: inline-block; width: 15px; height: 15px; background-color: #90EE90; border: 1px solid black;"></span> PUD
			<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFF00; border: 1px solid black;"></span> SF-2

Subject Property Legal Description: A0161BC J COOK, 2.862AC TRACT, and 6.285AC TRACT, TOTALING 9.147 ACRES

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
NOVEMBER 1, 2021**

**CASE #Z21-33  
“A” to “RT-1”**

**HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (**Case #Z21-33**) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural) to “RT-1” (Residential Townhouse Single-Family District). The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The applicant’s agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 6 to 0.

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 9.147 ACRES OUT OF THE JAMES COOK SURVEY, ABSTRACT NO. 161, FROM “A” (AGRICULTURAL DISTRICT) TO “RT-1” (RESIDENTIAL TOWNHOUSE SINGLE-FAMILY DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Mitchell & Associates, Inc., on behalf of Texas Land and Living, LLC, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District), said request having been duly recommended for approval of “RT-1” (Residential Townhouse Single-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 1<sup>st</sup> day of November 2021, 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 7<sup>th</sup> day of December 2021, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of approximately 9.147 acres out of the James Cook Survey, Abstract No. 161, from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District), said request having been duly recommended for approval



of "R-2" (Two-Family Residential District), for the property generally located east of the intersection of Pinar Trail and Grand Terrace Drive, 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 7th day of December 2021, 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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**Jose L. Segarra, MAYOR**

**ATTEST:**

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**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

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**Traci S. Briggs, City Attorney**

Case #21-33

Ord. #21-\_\_\_

# 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.

2 January 2022

City of Killeen Planning and Development  
200 E Avenue D, Suite 6  
Killeen, TX 76541

Subject: Case#Z21-33

Dear Sir:

I am a homeowner living on Pinar Trail in the Estancia West neighborhood of Killeen and have just been informed of the public hearing that was held on 7 December 2021 for this case.

Many many of our residents were unaware of this hearing and object to the placement of Town Homes into our neighborhood as we believe our home values will be negatively impacted. As the average price of homes in our area exceed \$300K, We are greatly concerned.

Since being made aware of this only a couple of days ago, we have formed a committee that has created a petition in opposition to this development. The petition has, at today's date, received 172 online signatures.

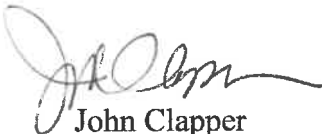
To view the Petition along with the current status of signatures please visit  
<https://chnng.it/JbgT5gv6sL>

This letter will be hand carried to the above address Monday 3 January 2022.

As many addresses very close to the planned development site did not receive any kind of notification, it appears the notification process for this case, was flawed.

Please feel free to call, text or email as this action proceeds.

Sincerely



John Clapper  
5003 Pinar Trail  
[clapperjohn@hotmail.com](mailto:clapperjohn@hotmail.com)  
817-313-8770 (cell)

# PETITION

From: The residents of the Estancia West subdivision, Killeen, TX 76549

To: City of Killeen Planning and Development Services

## **In opposition to Case SZ21-33**

The community of Estancia West is in opposition of the new build of townhomes off Pinar Trail and Grand Terrace Way. We are notifying the City of Killeen Planning and Development, Mitchell and Associates Inc, Land and Living LLC also known as Harker Heights Homes(trading name) The construction of these townhouses will lower our property values, increase crime rates, and unwanted traffic. The lots that have been purchased Property Id: 39745 valued at \$105,488, Property Id: 467513 valued at \$136,951, Property Id: 499033 thru 499048 Property Id:169388 valued at \$31,561 and Property Id: 467516 valued at \$80,432 are off of McGregor Loop and will be built along the backside of the new subdivision.

Adding zoning density to residential neighborhoods encourages absentee owners to replace homeowners, which destabilize the neighborhood. Most common practice and seen around surrounding areas, investors, speculators, and absentee owners will buy properties and then rent them. These absentee owners will disinvest in properties, letting them deteriorate since they are speculating on selling the lots in the future for denser residential use. Regular lots are still being sold at a premium and we want to protect the value of our house and not be left with an under valued home.

Townhomes create and intensify light pollution. Typically, two-story backyard rental houses will be surrounded by high wattage security lights beaming down from their eaves. From the backside of McGregor residents will find lights at night shining into their home. There is even a tendency for a backyard rental house to have more and higher wattage security lights than the main house. Not only will light be an issue for our residents off McGregor what about the noise control which will be occurring when these residents conduct events in their residences. How does this affect those homes along the backside of the new subdivision and most importantly what about the lack of privacy resident are going to have.

Increasing density in a residential neighborhood increases crime. Increased density increases transience and turnover of residents in the neighborhood. Since there will be only one way of entry and existing. Congestion of traffic in out of the projected area of Pinar Trail and Grand Terrace Way will increase. Within a townhome ordinance requires a rental house to have the appropriate number of parking spaces. Even if garage spaces under the townhome or parking pads are provided for the residents within. What will occur to visitors coming into the area if parking space is limited. Many residents who live off Pinar Trail and Grand Terrace Way will not want their driveways blocked and unwanted movement in front of their homes. Long term homeowners are more protective of their neighborhood and the homes than are short-term tenants.

New apartments/townhomes/duplexes in a neighborhood cost tenants more to rent, an increase of apartments reduces the value of homes in the neighborhood. Homeowners and renters prefer to live next to single-family homes rather than next to apartments/townhomes/duplexes. Adding zoning density to neighborhoods makes them less attractive to both homeowners and renters. Less attractive

neighborhoods attract less desirable tenants, which creates a downward neighborhood spiral. Less attractive tenants make the neighborhood less attractive for homeowners and having homes sitting on the market longer if one is to sell.

Neighborhoods either get stronger or they get weaker and decay. As an investor what considerations did you take before profiting on the empty lots. Did you consider what can we bring to a community that is built around a school and has families. A community park, community garden, dog park, installing cameras around the subdivision to help prevent crimes. Many surrounding areas/cities are creating and meeting the needs of their communities without HOA fees to provide those services.

As far as notifying the community only those who actually received a letter were residents off Pinar Trail and Grand Terrace Way. Per the letters dated October 20, 2021 sent to our residents who live within 400 feet were not all notified. As well as those who reside within 200 feet near the radius of the area to in fact protest under the Sec 211.006(d). of the Texas Local Government Code were not all notified as well. Estancia West members felt that there should have been more transparency with future plans with letters and signs to notify individuals. And for those who may or may not have receive the letters it certainly did not allow residents to even create the petition to protest the new build and gather proper information to meet the deadline of November 1, 2021 at 4:00 pm. We as a community are still growing and handling minor infractions within and have been able to communicate through our forum and interactions as neighbors. The community of Estancia West is in opposition of the new build of townhomes off Pinar Trail and Grand Terrace Way and in the future hope that a resolution will prevail so that all parties will be able to move forward.

Pinar Trail (Continued)

House Number	Printed Name	Signature
5203	<u>Klice Free</u>	<u>[Signature]</u>
* 5204	<u>Jorge A. Delgado</u>	<u>[Signature]</u>
* 5205	<u>Paris Groux</u>	<u>[Signature]</u>
* 5206	<u>Marcell Jackson</u>	<u>[Signature]</u>
* 5207	<u>Tamara Smith</u>	<u>[Signature]</u>
* 5208	<u>Michael Smith</u>	<u>[Signature]</u>
* 5209	<u>Ursula Smith</u>	<u>[Signature]</u>
* 5301	<u>Parrish Walker</u>	<u>[Signature]</u>
* 5303	<u>Maurice Lambert</u>	<u>[Signature]</u>
* 5305	<u>Jershawn Estrill</u>	<u>[Signature]</u>
* 5307	<u>Jerome Julian</u>	<u>[Signature]</u>
* 5309	<u>DAVID MCGHEE</u>	<u>[Signature]</u>

\* = Homes within 200 feet  
 of property (CASE # Z21-33)

Pinar Trail

House Number

Printed Name

Signature

5000

5001

5002

5003

5004

5005

5006

5007

5008

5009

5100

5101

5102

5103

5104

5105

5106

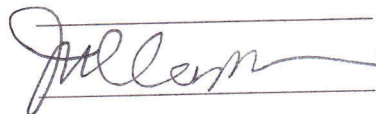
5107

5200

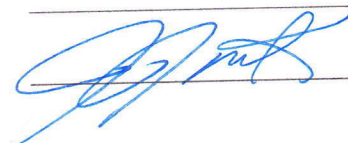
5201

5202

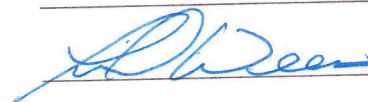
JOHN W CLAPPER



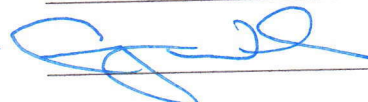
JASON WOLZMAN



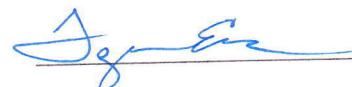
Lionel Weems



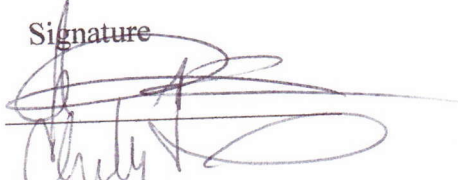
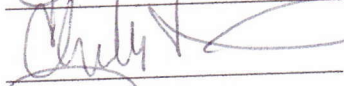


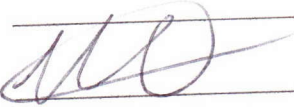
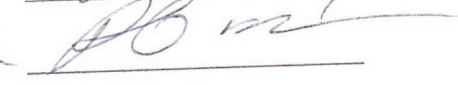


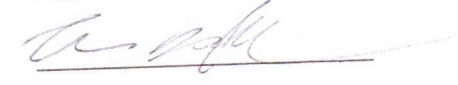
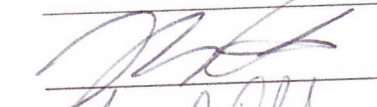
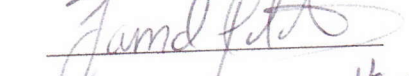
Courtney Walker



TUAWANA EADES



Grand Terrace

House Number	Printed Name	Signature
* 6000	Josue Morales	
* 6002	Charles Martin	
* 6004	Dorothea Barnister	
6006	Hakim Lilly	
6008		
6010	Michael Flury	
6006		
6007		
6008		
6009		
6010	Gwen Flury	Gwen Flury
6100	<del>Preston Frankson</del>	
6102	PENELOPE PAYNE	
6104	SANGHEZA CARLO	
6106		
6108	Aaron Jackson	
6110		
6112		
6202		
6204	Michael Antea	
6206	Jamal Polite	

\* = HOMES WITHIN 200 FEET OF CASE # 221-33



Grand Terrace (Continued)

House Number

Printed Name

Signature

6208

6300

6302

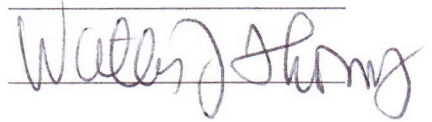
6304

6306

6308

6310

WALTER THOMPSON



JENNIFER ARCHULETA



La Piedra

House Number

Printed Name

Signature

5000

\_\_\_\_\_

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5001

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5002

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5003

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5004

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5005

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5009

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5101

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5102

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5103

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5104

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5106

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5107

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5200

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5201

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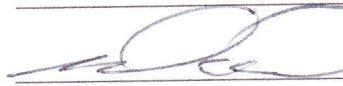
\_\_\_\_\_

5202

\_\_\_\_\_

\_\_\_\_\_

La Piedra (Continued)

House Number	Printed Name	Signature
5203	_____	_____
5204	_____	_____
5205	_____	_____
5206	_____	_____
5207	_____	_____
5208	_____	_____
5300	_____	_____
5301	_____	_____
5303	_____	_____
5305	_____	_____
5307	_____	_____
* 5308	<u>Michael Woods</u>	
5309	_____	_____

\*

\* = WITHIN 200 feet of property  
(CASE # Z21-33)



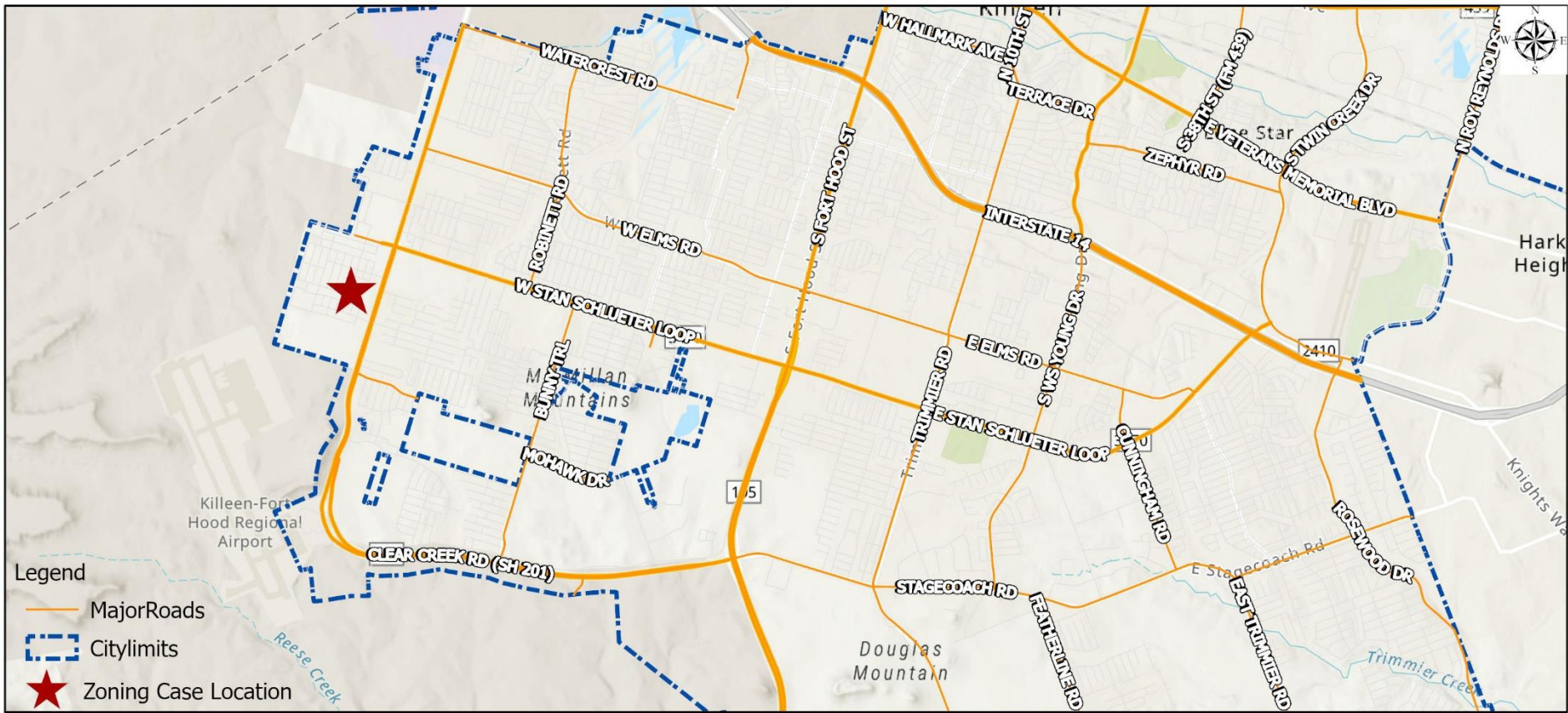
CASE #Z21-33: “A” TO “RT-1”

PH-21-066

January 18, 2022

# Case #Z21-33: “A” to “RT-1”

- ❑ **HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Texas Land and Living, LLC (**Case #Z21-33**) to rezone approximately 9.147 acres out of the James Cook Survey, Abstract No. 161 from “A” (Agricultural District) to “RT-1” (Residential Townhouse Single-Family District).
- ❑ The property is generally located east of the intersection of Pinar Trail and Grand Terrace Drive, Killeen, Texas.



Attachment #2

Location Map

Council District: 4

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

## Zoning Case 2021-33

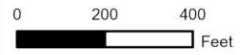
A TO RT-1





Attachment #3

Council District: 4



# Zoning Case 2021-33

A TO RT-1

Legend

-  Citylimits
-  Zoning Case

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

# Case #Z21-33: “A” to “RT-1”

5

- If approved, the applicant intends to develop townhomes on the property.
- There are no known environmental constraints for this property. The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.



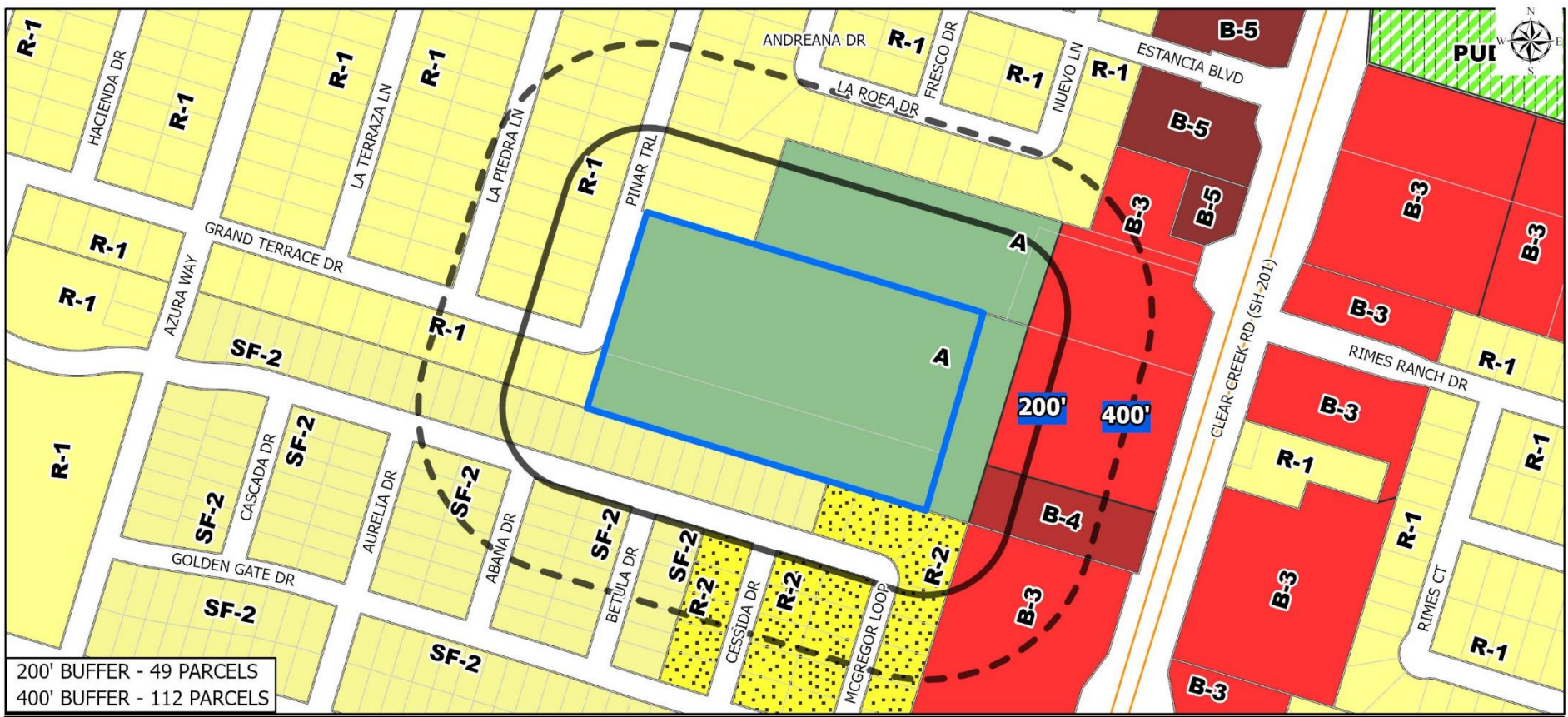
# Case #Z21-33: “A” to “RT-1”

- This property is currently designated as ‘Rural’ (R) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘Rural’ (R) designation encourages rural character with wide open landscapes, large parcels, and scattered residential development on relatively large acreages.
- The request to rezone the property from “A” to “RT-1” is not consistent with the Future Land Use Map (FLUM). However, a concurrent request to amend the FLUM from ‘R’ (Rural) to ‘GR’ (General Residential) has been submitted.

# Case #Z21-33: “A” to “RT-1”

7

- If approved, the ‘General Residential’ (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ 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; and
  - ▣ Parks and public spaces.



200' BUFFER - 49 PARCELS  
 400' BUFFER - 112 PARCELS

Attachment #4  
 Zoning Map  
 Council District: 4

## Zoning Case 2021-33 A TO RT-1

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

# Case #Z21-33: “A” to “RT-1”

9

View of the subject property looking east (from Pinar Trail):



# Case #Z21-33: “A” to “RT-1”

10

View of the subject property looking north (from McGregor Loop):



# Case #Z21-33: “A” to “RT-1”

11

Adjacent property to the east (Texas Humane Heroes):



# Case #Z21-33: “A” to “RT-1”

12

Adjacent properties to the west (Estancia West Subdivision):



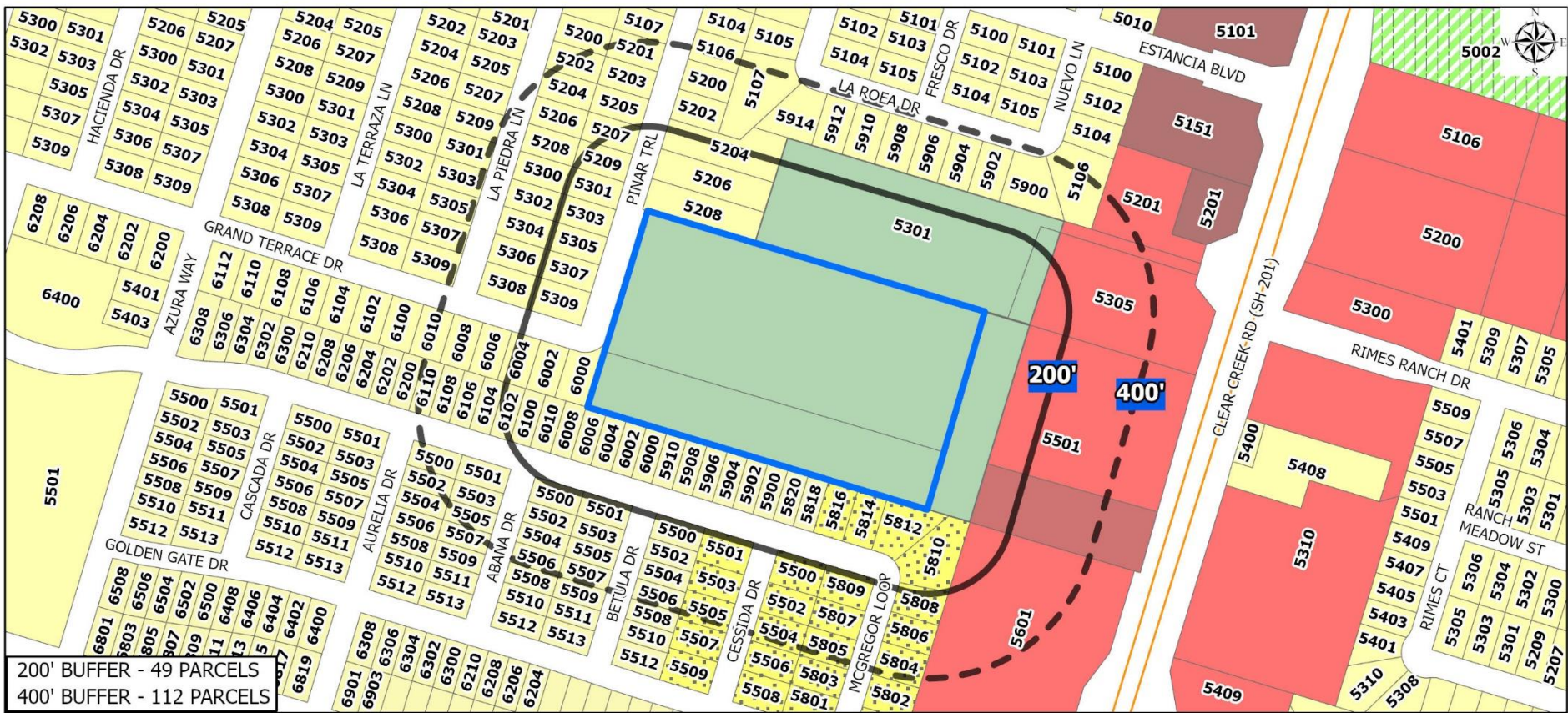
# Staff Findings

- ❑ Staff finds that the applicant's request is consistent with the predominantly residential character of the area. In addition, approval of the applicant's request will provide diverse housing options in Killeen beyond the predominant single-family and two-family options currently available.
- ❑ The proposed development is considered infill development, which is consistent with the guiding principles of the Comprehensive Plan. Finally, staff finds that approval of this request will not negatively affect the adjacent property owners.



# Public Notification

- Staff notified forty-nine (49) surrounding property owners regarding this request.
- Of those property owners notified, sixteen (16) reside outside of Killeen.
- To date, staff has received no written responses regarding this request.



200' BUFFER - 49 PARCELS  
 400' BUFFER - 112 PARCELS

Attachment #1  
 Council District: 4  
 0 200 400  
 Feet

## Zoning Case 2021-33

### A TO RT-1

Legend

CurrentZoning	B-4	R-1
A	B-5	R-2
B-3	PUD	SF-2

Subject Property Legal Description: A0161BC J COOK, (PT 2.862AC TRACT), ACRES 2.047 AND A0161BC J COOK, 1-2, (PT OF 6.285AC TR), ACRES 3.602

# Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove of the applicant's request;
  - ❑ Approve a more restrictive zoning district than requested by the applicant; or
  - ❑ Approve the applicant's request.

# Staff Recommendation

- ❑ Staff recommends approval of the applicant's request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) as presented.

# Commission Recommendation

- At their regular meeting on November 1, 2021, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property from "A" (Agricultural District) to "RT-1" (Residential Townhouse Single-Family District) by a vote of 6 to 0.



# City of Killeen

## Legislation Details

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**File #:** PH-22-009    **Version:** 1    **Name:** FLUM 21-11  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 12/9/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance requested by Joshua Welch on behalf of CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald, and Ray Fread (Case #FLUM 21-11) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) and 'Suburban Residential' (SR) designation to a 'General Residential' (GR) designation for approximately 60.112 acres out of the J.H. Lewis Survey, Abstract No. 0536; J.W. Morton Survey, Abstract No. 0587; and T. Arnold Survey, Abstract No. 0055. The property is generally located south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas.  
**Sponsors:** Development Services  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Maps](#)  
[Minutes](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Wallis Meshier, CNU-A, Director of Planning  
**SUBJECT:** FLUM CASE #21-11: 'Rural' (R) and 'Suburban Residential' (SR) to 'General Residential' (GR)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner / Agent:** CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald & Ray Fread / Joshua Welch

**Current FLUM Designation:** 'Rural' (R) and 'Suburban Residential' (SR)

**Requested FLUM Designation:** 'General Residential' (GR)

**Current Zoning:** "A" (Agricultural District), "A-R1" (Single-Family Garden Home Residential District), and "R-1" (Single-Family Residential District)

**Proposed Zoning:** Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District)

#### **Summary of Request:**

Josh Welch, on behalf of CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald, and Ray Fread, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) and 'Suburban Residential' (SR) designation to a 'General Residential' (GR) designation for approximately 60.112 acres, generally located south of Prewitt Ranch Road and east of Clear Creek Road. If approved, the applicant intends to develop approximately three-hundred and thirty-three (333) residential lots over nine (9) blocks.

A concurrent request to rezone the property for a Planned Unit Development (PUD) was submitted by the applicant concurrently with this FLUM amendment request. However, the PUD request was tabled by the Planning and Zoning Commission on December 20, 2021 and will be presented to City Council during the Workshop on February 1, 2022.

#### **Zoning/Plat Case History:**

The southern portion of the subject property was annexed into the city on March 16, 1999 via ordinance No. 99-16. The property was zoned "A" and "R-1" on January 25, 2000 via Ordinance No. 00-5. The northeast portion of the subject property was annexed into the city via Ordinance No. 07-110 on December 18, 2007, effective on January 28, 2008. Finally, the western portion of the property was recently annexed via Ordinance No. 21-060 on October 26, 2021. The subject property is currently unplatted.

**Character of the Area:**

	<b>Current Land Use</b>	<b>Zoning District*</b>	<b>Future Land Use</b>
<b>North</b>	Single-family homes	R-1	General Residential (GR)
<b>East</b>	Single-family homes	R-1	General Residential (GR)
<b>South</b>	Single-family homes	A, R-1, and B-3	Suburban Commercial (SC)
<b>West</b>	Single-family home	A	Suburban Residential (SR)

\* A (Agricultural District), R-1 (Single-Family Residential District), B-3 (Local Business District)

**Future Land Use Map Analysis:**

This property is designated as 'Rural' (R) and 'Suburban Residential' (SR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Rural' (R) designation encourages the following development types:

- Residential homesteads;
- Planned development to accommodate conservation and cluster residential designs;
- Agricultural uses;
- Agriculture-focused commercial retail;
- Public/institutional;
- Parks and public spaces; and
- Natural and protected floodplain areas.

The 'Suburban Residential' (SR) designation encourages the following development types:

- Detached residential dwellings;
- Planned developments to provide for other housing types in a Suburban character setting;
- Public/institutional; and
- Parks and public spaces.

If approved, the 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- 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; and
- Parks and public spaces.

The applicant has submitted a concurrent request to rezone the property from "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District) to Planned Unit Development with "SF-2" (Single-Family Residential District).

**Water, Sewer and Drainage Services:**

Provider: City of Killeen



Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and utility services are located within the City of Killeen municipal utility service area and available to the subject tract.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the properties is from Reese Creek Road which is classified as 70' wide Collector street and Clear Creek Road which is classified as a 120' principal arterial on the City of Killeen adopted Thoroughfare Plan.

### **Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

### **Public Notification:**

Staff mailed courtesy notices to one-hundred and ninety-one (191) surrounding property owners regarding this request. Of those property owners notified, twenty-nine (29) reside outside of Killeen.

### **Staff Findings:**

The current zoning of the subject property is "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District). The surrounding area includes predominantly residential uses. The area to the north and east are existing single-family residential developments. To the west is an existing single-family home on approximately 19.5 acres of land. To the south is a legal non-conforming single-family home zoned "B-3" (Local Business District), existing single-family homes on large lots, and a single-family home on approximately 43.4 acres of land.

Staff finds that the current 'Rural' (R) designation is inappropriate in this location. This area was recently annexed, and the FLUM should be updated accordingly. Given its location within the City limits, staff finds that it is unlikely that this area would remain rural in character.

With regard to the 'Suburban Residential' (SR) designation, staff finds that the request to amend the designation to 'General Residential' (GR) is consistent with the policies and principles discussed as part of the ongoing Comprehensive Plan process. The requested 'General Residential' (GR) designation allows for smaller lots, which in most cases are more fiscally sustainable than large lots.

### **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Recommend disapproval of the applicant's FLUM amendment request;
- Recommend approval of a more restrictive FLUM designation, such as 'Planned Development' (PD); or
- Recommend approval of the applicant's FLUM amendment request.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's FLUM amendment request as presented. Approval of the request would allow the property to be rezoned in a manner that is consistent with the policies and principles discussed as part of the ongoing Comprehensive Plan process.

**CONFORMITY TO CITY POLICY:**

This request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

**RECOMMENDATION:**

At their regular meeting on December 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Minutes  
Ordinance



**Case: FLUM AMENDMENT 2021-11**

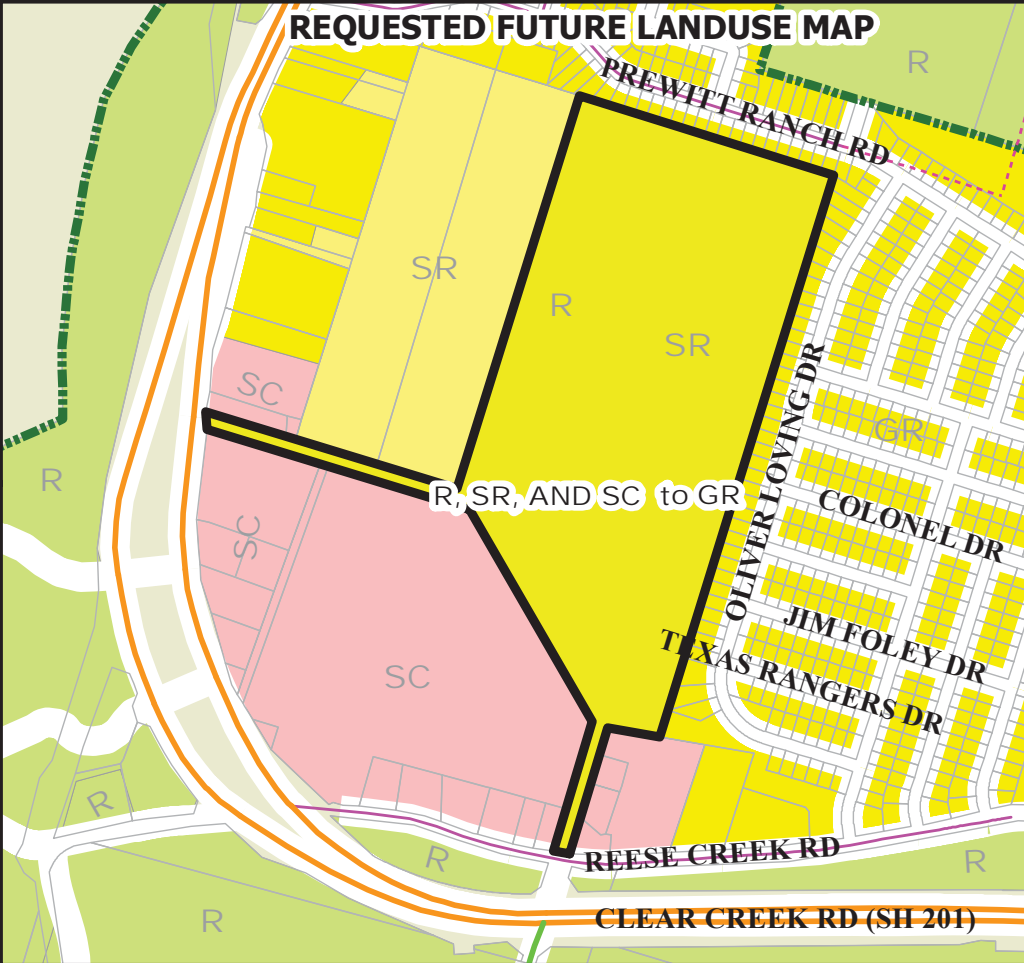
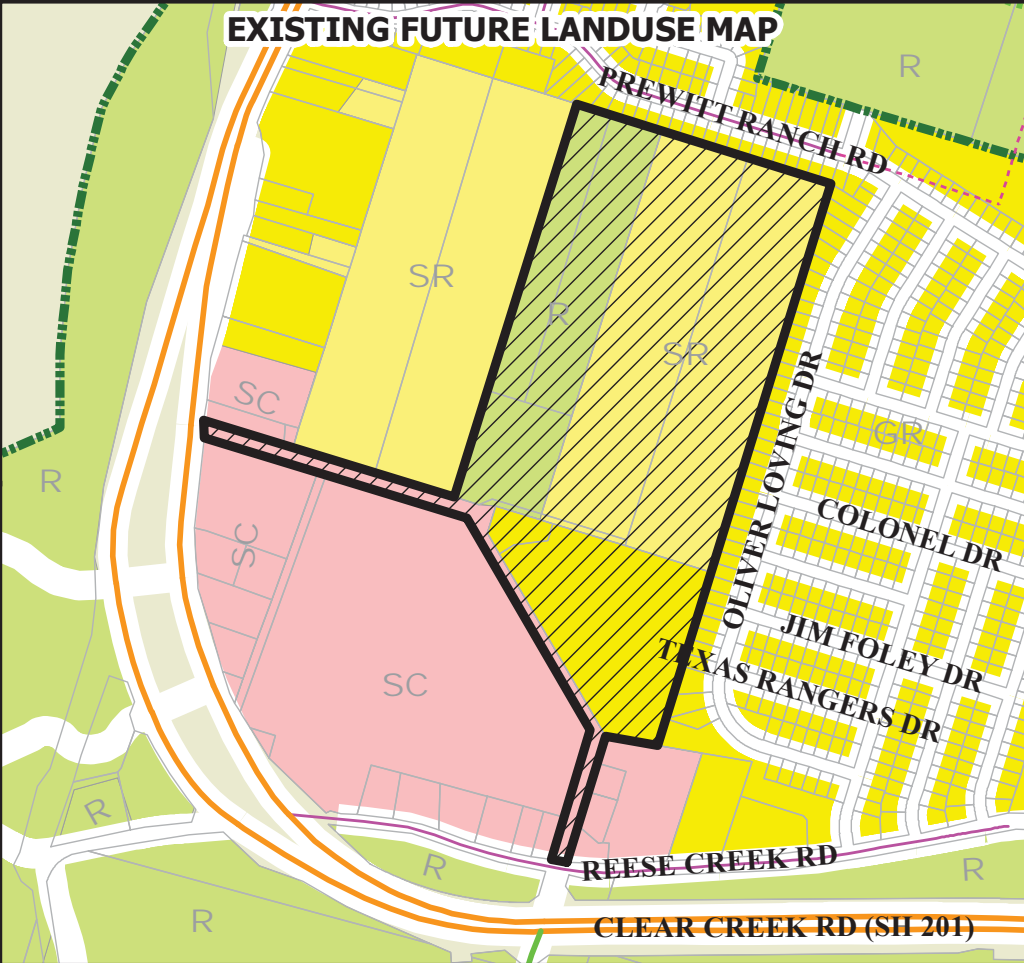
Council District: 4  
 FROM SR TO GR  
 Subject Property Legal Description: 80.05 ACRES OUT OF THE: J H LEWIS, T ARNOLD & J W MORTON SURVEYS



1 inch = 3,333 feet

**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**









**Case: FLUM AMENDMENT 2021-11**

Council District: 4





FROM R, SR, AND SC TO GR

Subject Property Legal Description: 80.05 ACRES OUT OF THE: J H LEWIS, T ARNOLD & J W MORTON SURVEYS

**Legend**

-  FLUM Cases 2021
-  Killeen City Limits
-  Bell County Area
-  Collector, Existing
-  Collector, Proposed
-  Minor Arterial, Existing
-  Minor Arterial, Proposed
-  Principal Arterial, Existing

**Future Land Use Legend**

-  General Residential (GR)
-  Suburban Residential (SR)
-  Suburban Commercial (SC)
-  Rural (R)



1 inch = 1,042 feet

Date: 11/23/2021

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
December 20, 2021**

**CASE #FLUM21-11  
'R' & 'SR' to 'GR'**

**HOLD** a public hearing and consider a request submitted by Joshua Welch on behalf of CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald, and Ray Fread (**Case #FLUM 21-11**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Rural' (R) and 'Suburban Residential' (SR) designation to a 'General Residential' (GR) designation for approximately 60.112 acres out of the J.H. Lewis Survey, Abstract No. 0536; J.W. Morton Survey, Abstract No. 0587; and T. Arnold Survey, Abstract No. 0055. The property is generally located south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The agent, Mr. Joshua Welch, was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Adams made a motion to approve the request as presented. Commissioner Minor seconded, and the motion passed by a vote of 6 to 0.

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

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 60.112 ACRES OUT OF THE J. H. LEWIS SURVEY, ABSTRACT NO. 536; J. W. MORTON SURVEY, ABSTRACT NO. 0587; AND T. ARNOLD SURVEY, ABSTRACT NO. 0055, FROM A 'RURAL' (R) AND 'SUBURBAN RESIDENTIAL' (SR) TO 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; 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 request from Joshua Welch, on behalf of Cp Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald, and Ray Fread, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'Rural' (R) and 'Suburban Residential' (SR) designation to a 'General Residential' (GR) designation, said property being legally described as being approximately 60.112 acres out of the J. H. Lewis Survey, Abstract No. 0536; J. W. Morton Survey, Abstract No. 0587; and T. Arnold Survey, Abstract No. 0055; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 20<sup>th</sup> day of December 2021, 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 25<sup>th</sup> day of January 2022, 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 future land use designation of approximately 60.112 acres out of the J. H. Lewis Survey, Abstract No. 0536; J. W. Morton Survey, Abstract No. 0587; and T. Arnold Survey, Abstract No. 0055, be amended from a ‘Rural’ (R) and ‘Suburban Residential’ (SR) designation to a ‘General Residential’ (GR) designation.

**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 25<sup>th</sup> day of January 2022, 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:**

\_\_\_\_\_  
**Jose L. Segarra, MAYOR**

**APPROVED AS TO FORM**

**ATTEST:**

\_\_\_\_\_  
**Lucy C. Aldrich, CITY SECRETARY**

\_\_\_\_\_  
**Traci S. Briggs, City Attorney**

Case #: FLUM 21-11  
Ord#: 21-\_\_\_\_



CASE #FLUM21-11: 'R' & 'SR' TO 'GR'

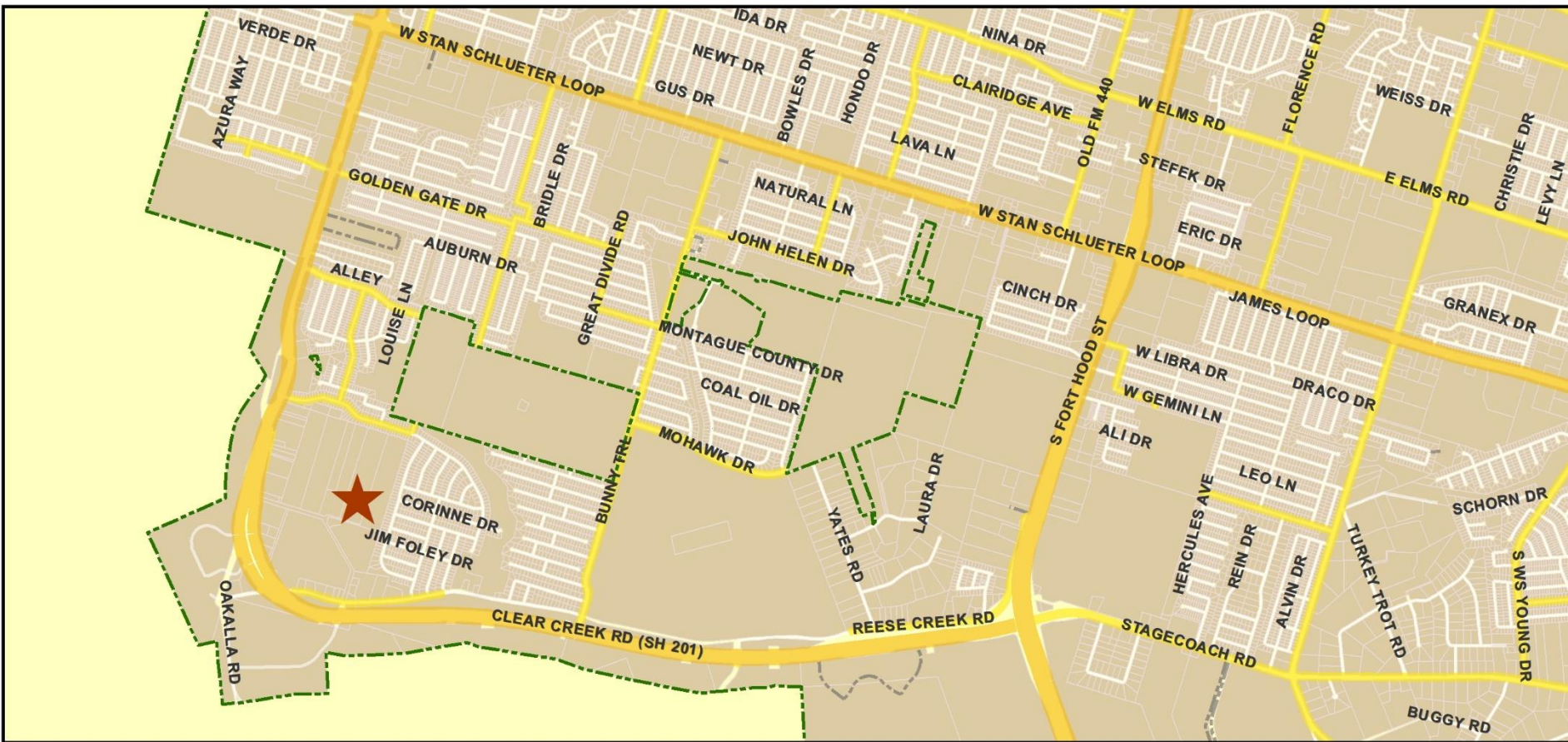
PH-22-009

January 18, 2022



# Case #FLUM21-11 – ‘R’ & ‘SR’ to ‘GR’

- ❑ **HOLD** public hearing and consider a request submitted by Joshua Welch on behalf of CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald, and Ray Fread (**Case #FLUM 21-11**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘Rural’ (R) and ‘Suburban Residential’ (SR) designation to a ‘General Residential’ (GR) designation for approximately 60.112 acres out of the J.H. Lewis Survey, Abstract No. 0536; J.W. Morton Survey, Abstract No. 0587; and T. Arnold Survey, Abstract No. 0055.
- ❑ The property is generally located south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas.



## Case: FLUM AMENDMENT 2021-11

Council District: 4

FROM SR TO GR

Subject Property Legal Description: 80.05 ACRES OUT OF THE: J H LEWIS, T ARNOLD & J W MORTON SURVEYS

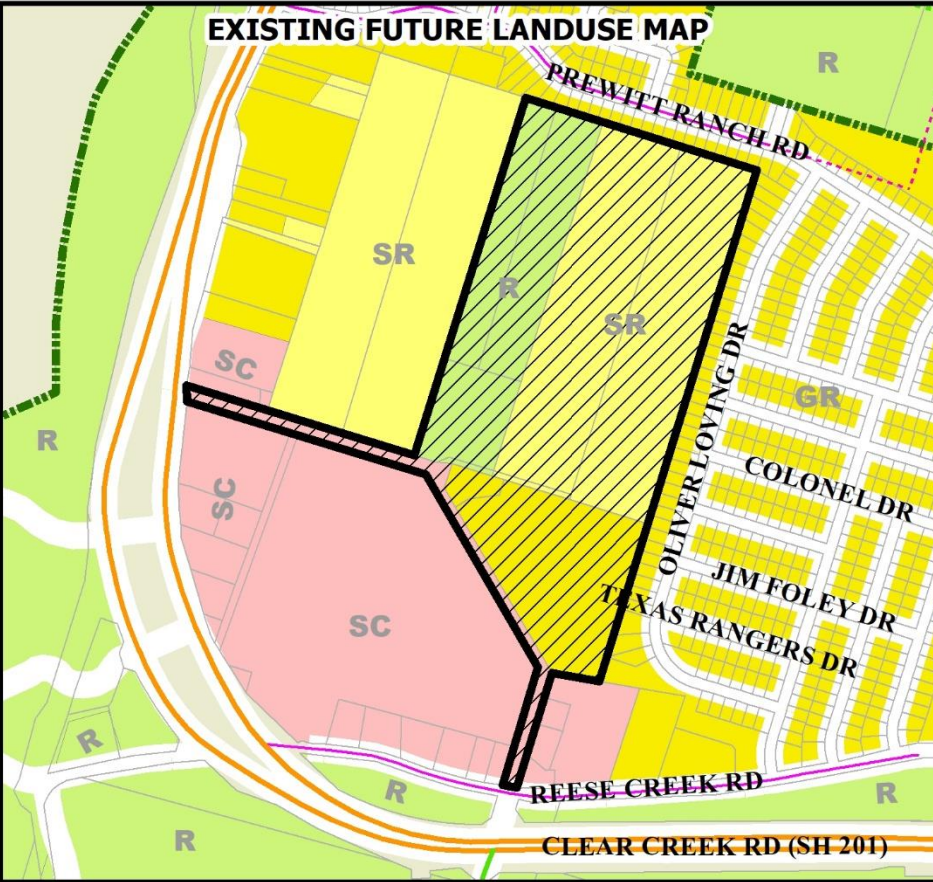


**FLUM LOCATION**

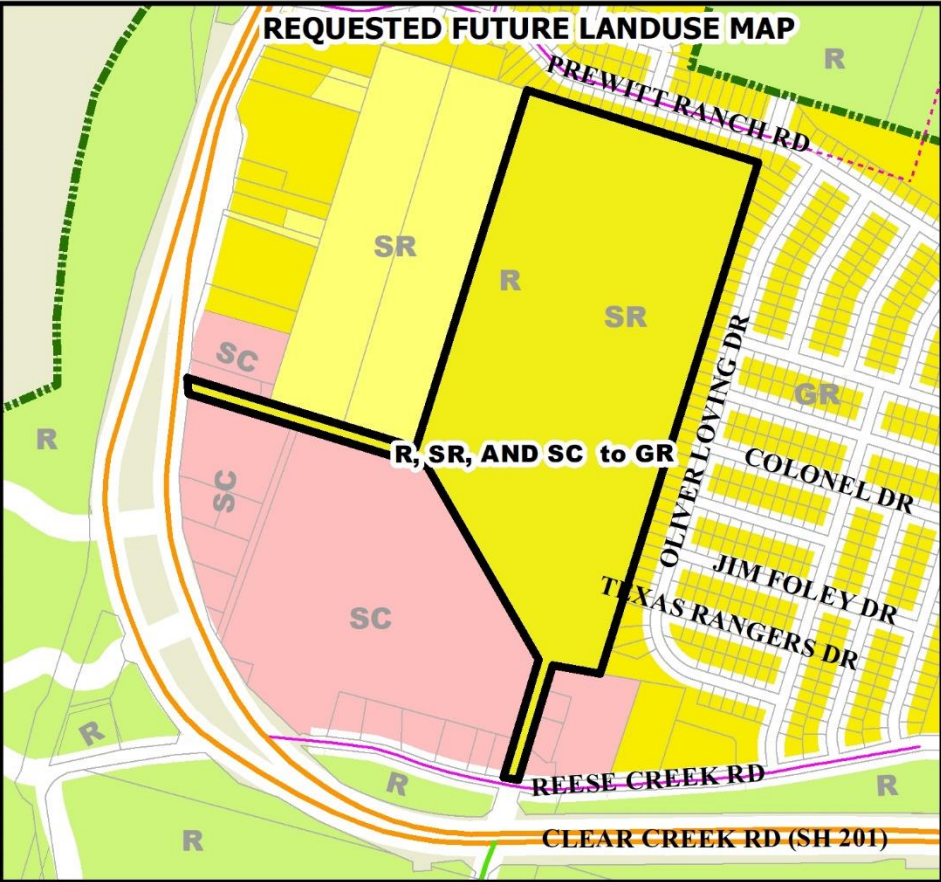


1 inch = 3,333 feet

**EXISTING FUTURE LANDUSE MAP**



**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**

**Case: FLUM AMENDMENT 2021-11**

Council District: 4  
 FROM R, SR, AND SC TO GR  
 Subject Property Legal Description: 80.05 ACRES OUT OF THE: J H LEWIS, T ARNOLD & J W MORTON SURVEYS

**Legend**

- FLUM Cases 2021
- Killeen City Limits
- Bell County Area
- Collector, Proposed
- Minor Arterial, Existing
- Minor Arterial, Proposed
- Collector, Existing
- Principal Arterial, Existing

**Future Land Use Legend**

- General Residential (GR)
- Suburban Residential (SR)
- Suburban Commercial (SC)
- Rural (R)



1 inch = 1,042 feet

Date: 11/23/2021

# Case #FLUM21-11 – ‘R’ & ‘SR’ to ‘GR’

5

- If approved, the applicant intends to develop approximately three-hundred and thirty-three (333) residential lots over nine (9) blocks.
- The applicant submitted a concurrent request to rezone the property from “A” (Agricultural District), “A-R1” (Agricultural Single-Family Residential District), and “R-1” (Single-Family Residential District) to Planned Unit Development with “SF-2” (Single-Family Residential District).
- This property is designated as ‘Rural’ (R) and ‘Suburban Residential’ (SR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

# Case #FLUM21-11 – ‘R’ & ‘SR’ to ‘GR’

6

- The ‘Rural’ (R) designation encourages the following development types:
  - ▣ Residential homesteads;
  - ▣ Planned development to accommodate conservation and cluster residential designs;
  - ▣ Agricultural uses;
  - ▣ Agriculture-focused commercial retail;
  - ▣ Public/institutional;
  - ▣ Parks and public spaces; and
  - ▣ Natural and protected floodplain areas.

# Case #FLUM21-11 – ‘R’ & ‘SR’ to ‘GR’

7

- The ‘Suburban Residential’ (SR) designation encourages the following development types:
  - ▣ Detached residential dwellings;
  - ▣ Planned developments to provide for other housing types in a Suburban character setting;
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #FLUM21-11 – ‘R’ & ‘SR’ to ‘GR’

- If approved, the ‘General Residential’ (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ 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; and
  - ▣ Parks and public spaces.

# Case #FLUM21-11 – ‘R’ & ‘SR’ to ‘GR’

9

- Staff mailed courtesy notices to one-hundred and ninety-one (191) surrounding property owners regarding this request.
- Of those property owners notified, twenty-nine (29) reside outside of Killeen.





**FLUM Notification**

**Case: FLUM AMENDMENT 2021-11**

Council District: 4

FROM R, SR, AND SC TO GR

1 inch = 1,042 feet

Subject Property Legal Description: 80.05 ACRES OUT OF THE: J H LEWIS, T ARNOLD & J W MORTON SURVEYS

**Legend**

- Killen City Limits
- Minor Arterial, Existing
- Suburban Commercial (SC)
- Bell County Area
- Principal Arterial, Existing
- Rural (R)
- Collector, Existing
- General Residential (GR)
- Collector, Proposed
- Suburban Residential (SR)



Date: 11/23/2021

# Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's FLUM amendment request;
  - ❑ Approve a more restrictive FLUM designation, such as 'Planned Development' (PD); or
  - ❑ Approve the applicant's FLUM amendment request.

# Staff Findings

- ❑ The current 'Rural' (R) designation is inappropriate in this location. This area was recently annexed, and the FLUM should be updated accordingly. Given its location within the City limits, staff finds that it is unlikely that this area would remain rural in character.
- ❑ Regarding the 'Suburban Residential' (SR) designation, staff finds that the request to amend the designation to 'General Residential' (GR) is consistent with the policies and principles discussed as part of the ongoing Comprehensive Plan process. The requested 'General Residential' (GR) designation allows for smaller lots, which in most cases are more fiscally sustainable than large lots.

# Staff Recommendation

13

- ❑ Staff recommends approval of the applicant's request to amend the Future Land Use Map as presented.

# Commission Recommendation

- ❑ At their regular meeting on December 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.



# City of Killeen

## Legislation Details

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**File #:** PH-22-010    **Version:** 1    **Name:** Zoning 21-43  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 12/10/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance requested by Tobe Sweeney, on behalf of Lilia D Enterprise, LLC (Case #Z21-43), to rezone approximately 0.19 acres out of the Morris & Goode Survey, Lot 1, Block 4 from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District). The property is addressed 1301 E Avenue G, Killeen, Texas.  
**Sponsors:** Development Services  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Maps](#)  
[Site Photos](#)  
[Survey](#)  
[Minutes](#)  
[Ordinance](#)  
[Considerations](#)  
[Responses](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Wallis Meshier, CNU-A, Director of Planning

**SUBJECT:** ZONING CASE #Z21-43: "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** Lilia D Enterprise, LLC

**Agent:** Tobe Sweeney

**Current Zoning:** "R-1" (Single-Family Residential District)

**Requested Zoning:** "R-2" (Two-Family Residential District)

**Future Land Use Designation:** 'General Residential' (GR)

#### **Summary of Request:**

Tobe Sweeney, on behalf of Lilia D Enterprise, LLC, has submitted a request to rezone approximately 0.19 acres out of the Morris & Goode Survey, Lot 1, Block 4 from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District). If approved, the applicant intends to develop a duplex on the property.

#### **Zoning/Plat Case History:**

The parcel is currently zoned "R-1" (Single-Family Residential District). Staff is unable to determine the exact date of the zoning. The property is platted as Morris & Goode Addition, Lot 1, Block 4 on December 13, 1949.

#### **Character of the Area:**

	Current Land Use	Zoning District	Future Land Use
<b>North</b>	Apartments across railroad track	R-3 (Multifamily Residential)	Multi-Family Residential (MFR)
<b>East</b>	Single-family home	R-1 (Single-Family Residential)	General Residential (GR)
<b>South</b>	Duplex across E Avenue G	R-2 (Two-Family Residential)	General Residential (GR)
<b>West</b>	Single-family home	R-3 (Multifamily Residential)	General Residential (GR)

#### **Future Land Use Map Analysis:**

This property is designated as 'General Residential' (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Residential' (GR) designation encompasses most existing residential areas within Killeen. The 6,000 square foot minimum lot size in the predominant R-1 zoning district results in less openness and separation between dwellings compared to Suburban residential areas. It is auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- 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; and
- Parks and public spaces.

The request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

#### **Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

#### **Transportation and Thoroughfare Plan:**

Existing conditions: Ingress and egress to the property is from E Avenue G which is classified as 60' wide local street on the City of Killeen adopted Thoroughfare Plan.

#### **Environmental Assessment:**

The property is within the 100-year FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

#### **Public Notification:**

Staff notified forty-one (41) surrounding property owners regarding this request. Of those property owners notified, twenty-four (24) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and seventeen (17) reside outside the city limits of Killeen.

As of the date of this staff report, two (2) written responses, one (1) in support and one (1) in opposition, have been received regarding this request.



### **Staff Findings:**

Staff finds that the applicant's request is consistent with the adjacent surrounding uses and is compatible with the prevailing community character. The character of the area is predominantly residential and there are existing duplexes to the south of the property across E Avenue G. To the north are existing apartments across the railroad track. To the east and west are existing single-family homes.

### **THE ALTERNATIVES CONSIDERED:**

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

- Disapprove the applicant's request to rezone the property to "R-2" (Two-Family Residential District); or
- Approve the applicant's request as presented.

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

Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District).

The character of the area is predominantly residential and there are existing duplexes to the south of the property.

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

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

### **RECOMMENDATION:**

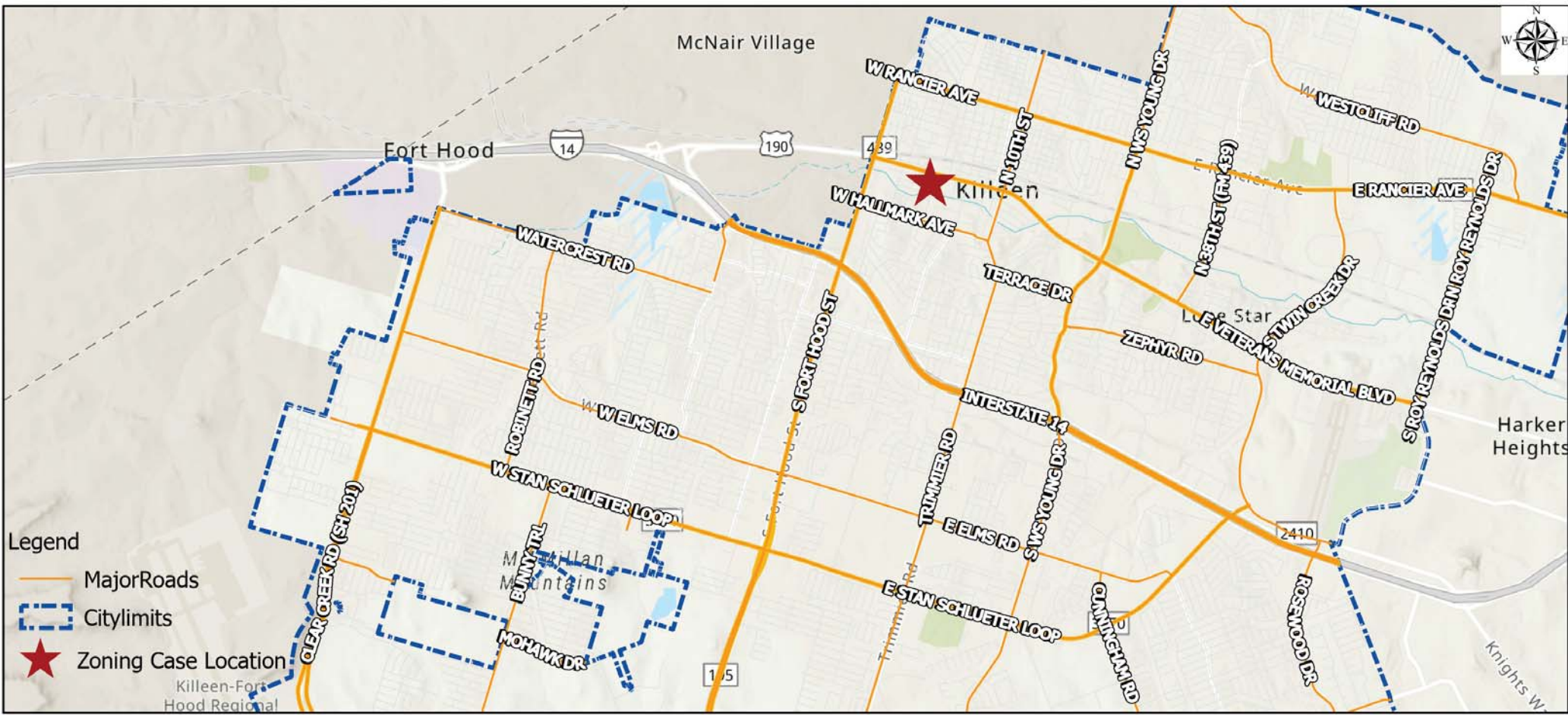
At their regular meeting on December 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 1 with Commissioner Gukeisen in opposition. Commissioner Gukeisen noted concerns regarding special flood hazard area and the property being located in between existing single-family homes.

### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

### **ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Survey  
Minutes  
Ordinance  
Considerations  
Responses



Attachment #2

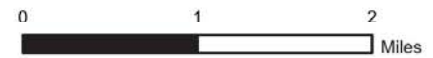
Location Map

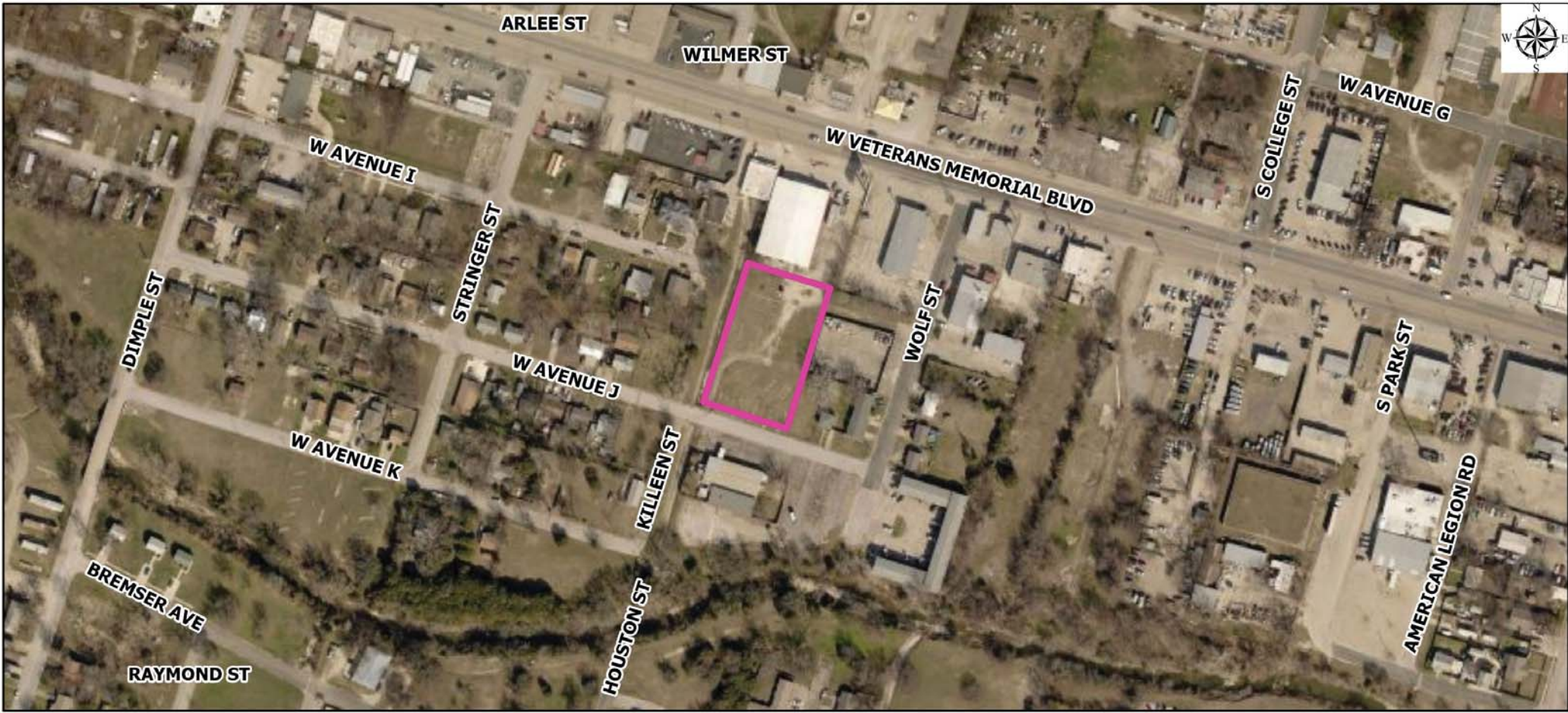
Council District: 3

Subject Property Legal Description: WOLF, BLOCK 002, LOT 1, 2, 5, 6, & TR ADJ ON N, ACRES .092

# Zoning Case 2021-42

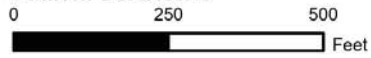
B-5 TO R-1





Attachment #3

Council District: 3



Subject Property Legal Description: WOLF, BLOCK 002, LOT 1, 2, 5, 6, & TR ADJ ON N, ACRES .092

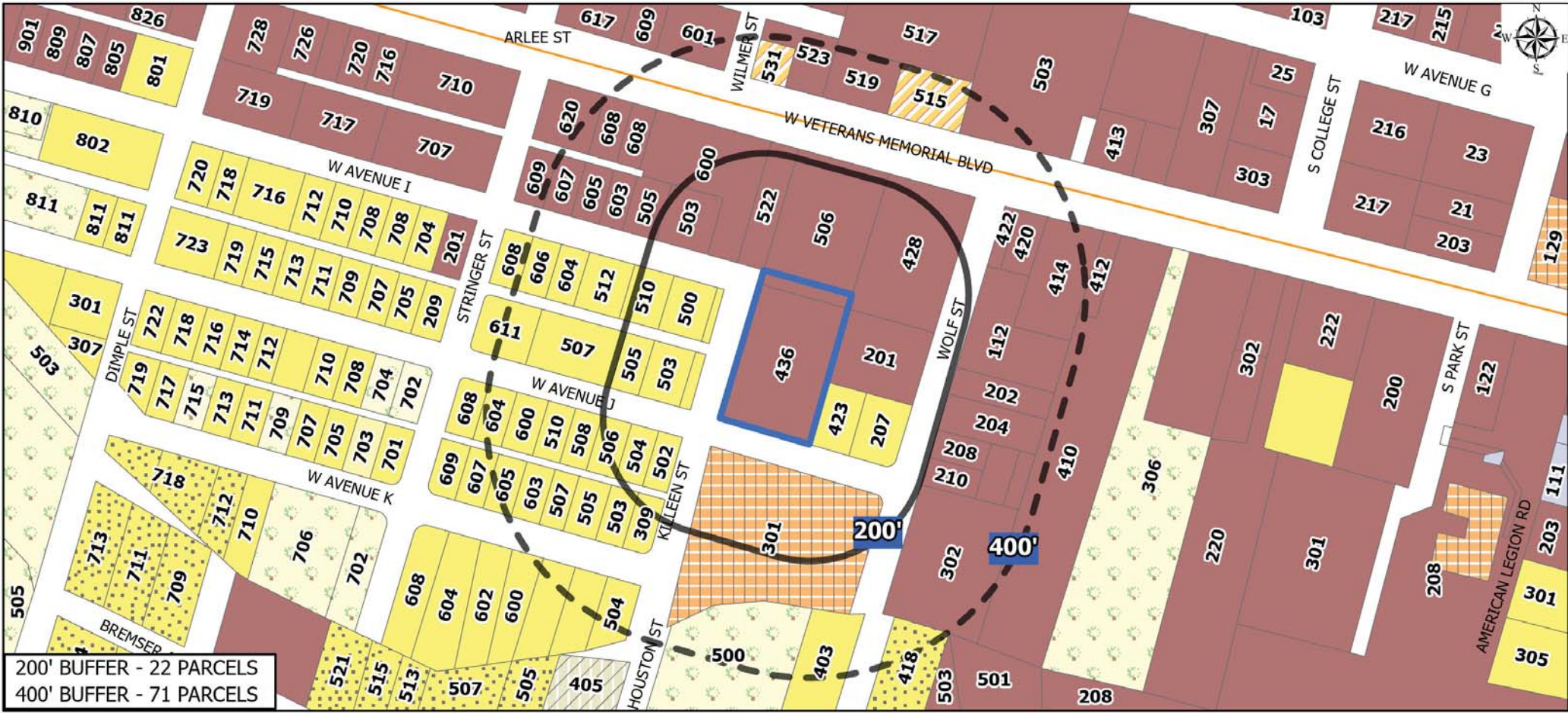
# Zoning Case 2021-42

## B-5 TO R-1

### Legend

 Citylimits

 Zoning Case Location



200' BUFFER - 22 PARCELS  
 400' BUFFER - 71 PARCELS

Attachment #1  
 Council District: 3  
 0 175 350  
 Feet  
 Subject Property Legal Description: WOLF, BLOCK 002, LOT 1, 2, 5, 6, & TR ADJ ON N, ACRES .092

## Zoning Case 2021-42

### B-5 TO R-1

<b>Legend</b>	CurrentZoning	B-C-1	R-2
	B-5	CUP	R-3
	RC-1	R-1	RMH
			SUP

# SITE PHOTOS

Case #Z21-43: "R-1" (Single-Family Residential District) to "R-2"  
(Two-Family Residential District)



View of the subject property looking north (from E Avenue G):



View of the adjacent property to the south:



# SITE PHOTOS

Case #Z21-43: "R-1" (Single-Family Residential District) to "R-2"  
(Two-Family Residential District)



View of the surrounding property to the west:



View of the adjacent property to the east:



LOT 1, BLOCK 4, MORRIS & GOODE ADDITION, an addition to the City of Killeen, Bell County, Texas, according to plat of record in Volume 602, Page 558, Deed Records of Bell County, Texas.

DRAWN BY: KMW

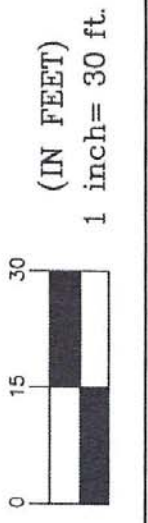
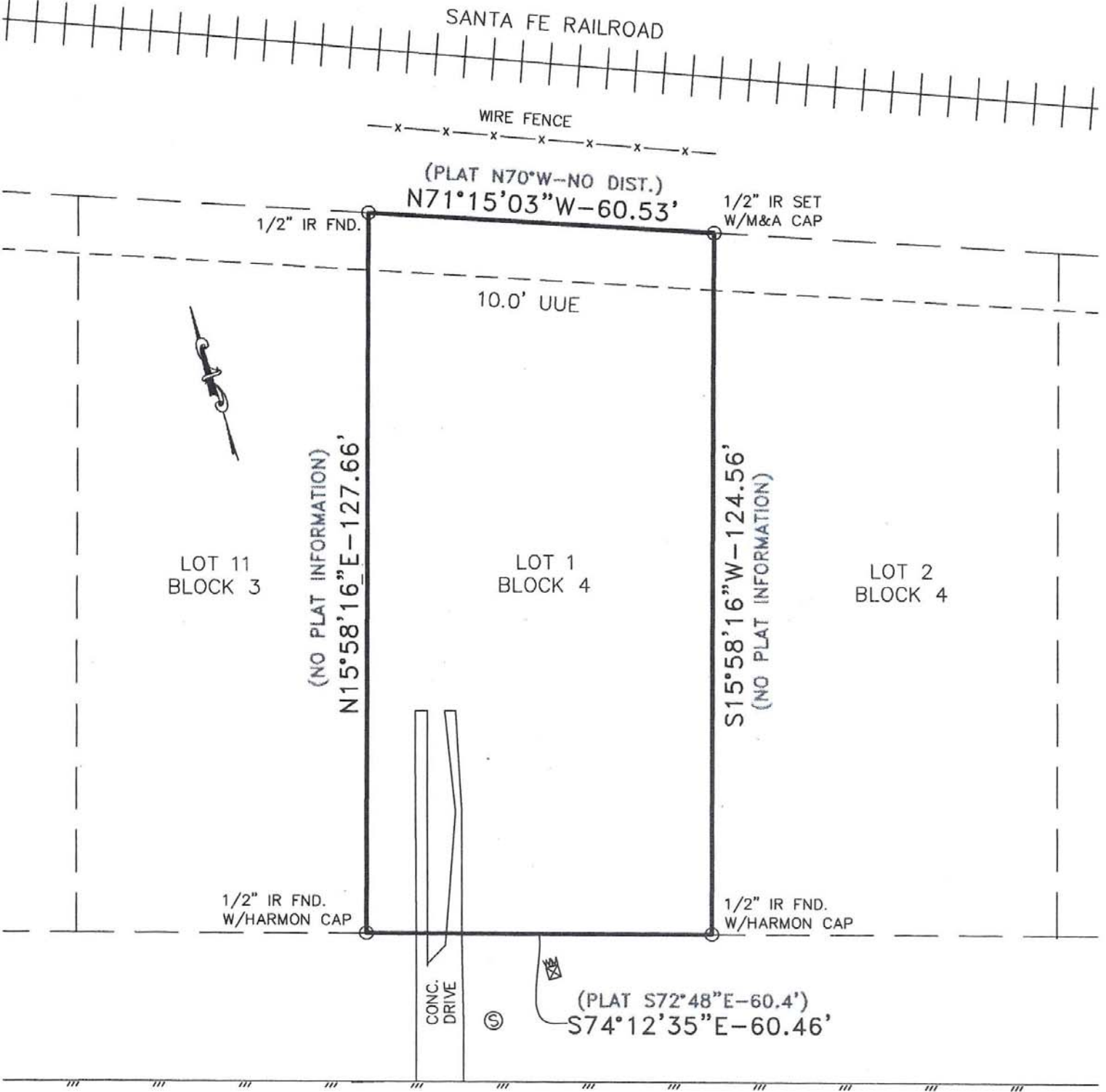
FIELD BOOK: 1977/13

FIELD CREW: MH

S:\Certs\1301 East Ave G\dwg\1301 East Ave G.dwg 2/2/2021 7:09 PM

TAX I.D. NO: 43000

REQUESTED BY: Tobe Sweeney



102 N. COLLEGE ST., KILLEEN, TEXAS (254) 634-5541  
 T. B. P. L. S. FIRM REGISTRATION NO. 10020400  
 411 S. WESTERN AVE. (P.O. BOX 349), LAMPASAS, TEXAS (512) 556-6885  
 T. B. P. L. S. FIRM REGISTRATION NO. 100204-00  
 600 AUSTIN AVE. STE. 29, WACO, TEXAS (254) 776-5151  
 T. B. P. L. S. FIRM REGISTRATION NO. 10194044

1301 EAST AVENUE G  
 (60.0' R.O.W.)

NOTES:

- (1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (CORS 96), AS DETERMINED BY LEICA TEXAS SMARTNET GPS OBSERVATIONS. ALL DISTANCES ARE SURFACE DISTANCE. COMBINED SCALE FACTOR=1.0001168.
- (2) SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT, NO FURTHER SEARCH FOR EASEMENTS OR RESTRICTIONS HAS BEEN MADE BY THIS COMPANY. EASEMENTS THAT ARE AWARE OF BY THIS COMPANY HAVE BEEN SHOWN.

MITCHELL & ASSOC., INC. does not make or warrant any flood zone designation.

ALL RIGHTS RESERVED BY: MITCHELL & ASSOC., INC. 2021

This sketch represents a survey made on the ground. During the performance of this survey persons working under my supervision observed conditions along the boundaries and to best of my knowledge they are as shown.

This the 3rd day of February, 2021.

*[Signature]*  
 MIKE W. KRIEDEL R.P.L.S. 4330

MITCHELL & ASSOCIATES, INC.  
 ENGINEERING & SURVEYING



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**December 20, 2021**

**CASE #Z21-43**  
**“R-1” to “R-2”**

**HOLD** a public hearing and consider a request submitted by Tobe Sweeney on behalf of Lilia D Enterprise, LLC (**Case #Z21-43**), to rezone approximately 0.19 acres being Lot 1, Block 4 of the Morris & Goode Addition from “R-1” (Single-Family Residential District) to “R-2” (Two-Family Residential District). The property is addressed 1301 E. Avenue G, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The agent, Mr. Tobe Sweeney of 1060 Glen Hollow Drive, was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Sabree made a motion to approve the request as presented. Commissioner Minor seconded, and the motion passed by a vote of 5 to 1 with Commissioner Gukeisen in opposition. Commissioner Gukeisen noted concerns regarding the location of the property within the floodplain and the fact that the area is mostly single-family.



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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.19 ACRES BEING LOT 1, BLOCK 4 OF THE MORRIS & GOODE ADDITION, FROM “R-1” (SINGE-FAMILY RESIDENTIAL DISTRICT) TO “R-2” (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Tobe Sweeney, on behalf of Lilia D Enterprise, LLC, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.19 acres, being Lot 1, Block 4 of the Morris & Goode Addition from “R-1” (Single-Family Residential District) to “R-2” (Two-Family Residential District), said request having been duly recommended for approval of “R-2” (Two-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 20<sup>th</sup> day of December 2021, 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 25<sup>th</sup> day of January 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of approximately 0.19 acres, being Lot 1, Block 4 of the Morris & Goode Addition be amended from “R-1” (Single-Family Residential District) to “R-2” (Two-Family Residential District), said request having been duly

recommended for approval of “R-2” (Two-Family Residential District), for the property addressed as 1301 E Avenue G, 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 25<sup>th</sup> day of January 2022, 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:**

---

**Jose L. Segarra, MAYOR**

**ATTEST:**

---

**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

---

**Traci S. Briggs, City Attorney**

Case #21-43

Ord. #21-\_\_\_

-----CUT HERE----- 254

YOUR NAME: CAAMOLETA STRAUGHTER	PHONE NUMBER: 526-3145
CURRENT ADDRESS: 1403 E. AVE. G.	
ADDRESS OF PROPERTY OWNED: SAME	
COMMENTS: BAD IDEA THIS HOUSING ATTRACTS ALL THE WRONG PEOPLE WE HAVE ENOUGH GANGSTER IN THE NEIGHBORHOOD WE DONT NEED ANYMORE, THEY ROB & STEAL DAY & NIGHT NEVER SEE THE POLICE HERE IT WILL ONLY GET WORSE I SAY NO! NO! NO! I KNOW YOU ARE GOING	
SIGNATURE: <i>Caamoleta Straughter</i>	REQUEST: "R-1" to "R-2" SPO #Z21-43/16

TO APPROVE IT ANYWAY

-----CUT HERE-----

YOUR NAME: Felix A Morris	PHONE NUMBER: 254/840-3185
CURRENT ADDRESS: 303 DAVID DAVIDA MCGREGOR TX 76657	
ADDRESS OF PROPERTY OWNED:	
COMMENTS: I support the rezoning	
SIGNATURE: <i>Felix A Morris</i>	REQUEST: "R-1" to "R-2" SPO #Z21-43/26



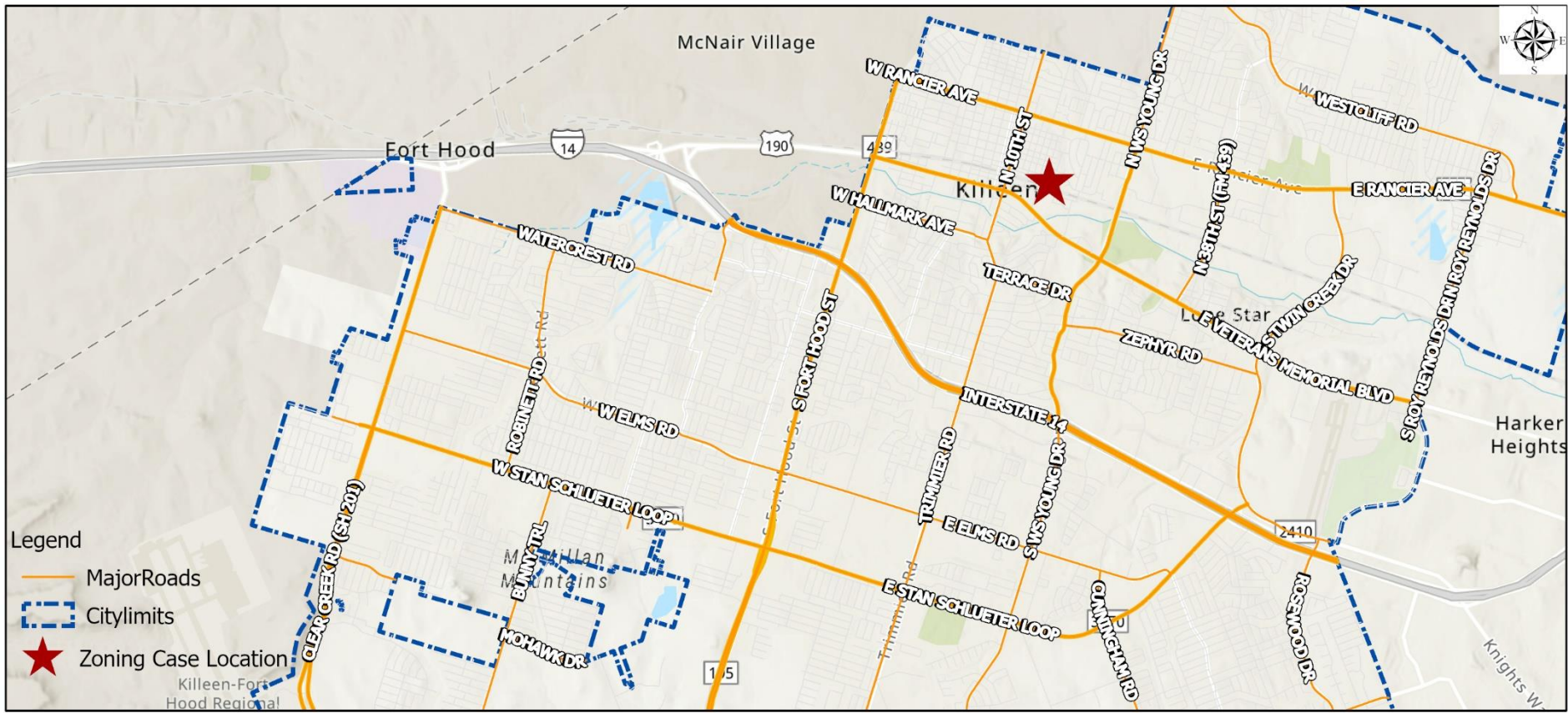
CASE#Z21-43: “R-1” TO “R-2”

PH-22-010

January 18, 2022

## Case #Z21-43: “R-1” to “R-2”

- ❑ **HOLD** a public hearing and consider a request submitted by Tobe Sweeney on behalf of Lilia D Enterprise, LLC (**Case #Z21-43**), to Lot 1, Block 4 of the Morris & Goode addition from “R-1” (Single-Family Residential District) to “R-2” (Two-Family Residential District).
- ❑ The property is addressed 1301 E. Avenue G, Killeen, Texas.



Attachment #2

Location Map

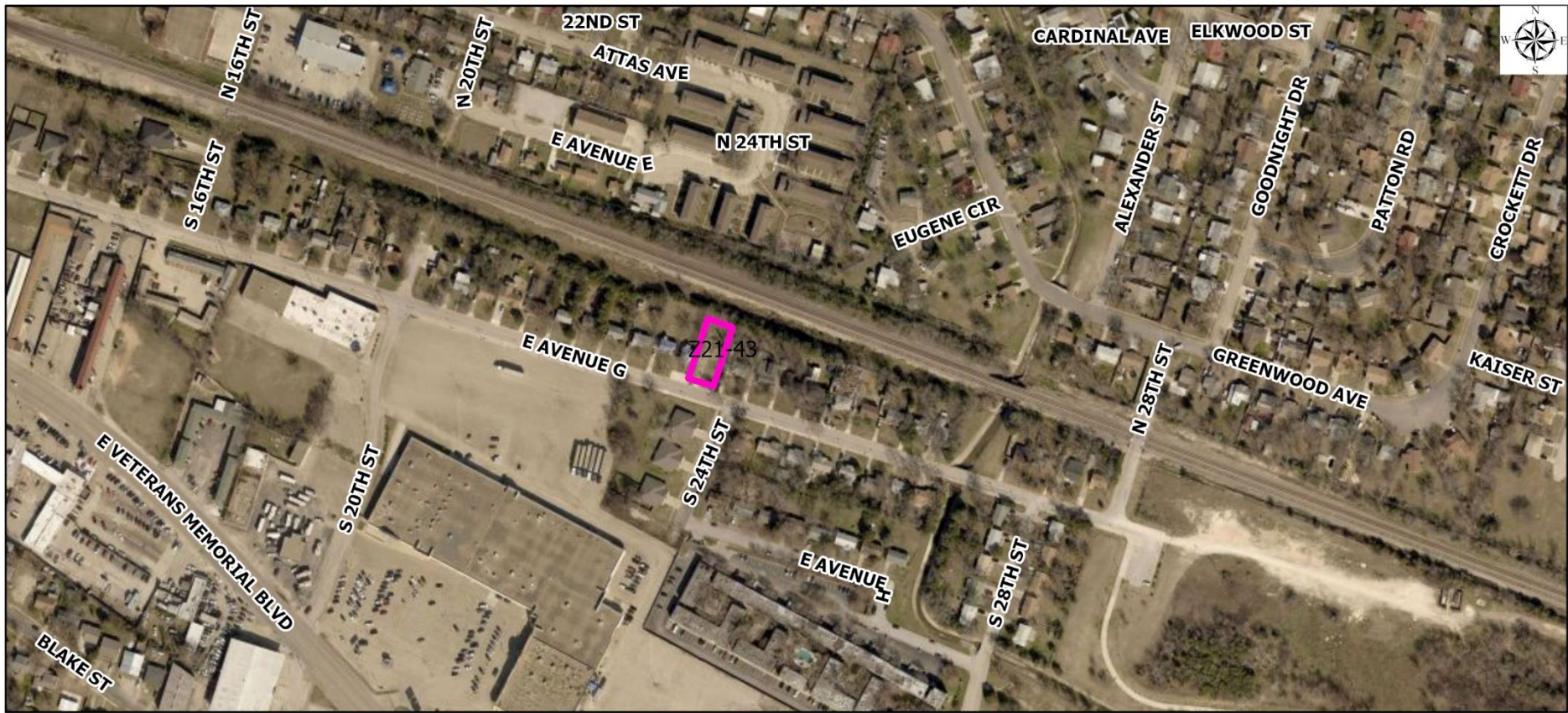
Council District: 3

Subject Property Legal Description: MORRIS & GOODE, BLOCK 004, LOT 0001

## Zoning Case 2021-43

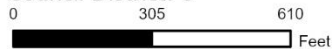
### R-1 TO R-2





Attachment #3

Council District: 3



Subject Property Legal Description: MORRIS & GOODE, BLOCK 004, LOT 0001

# Zoning Case 2021-43

R-1 TO R-2

- Legend
-  Citylimits
  -  LOCATION

# Case #Z21-43: “R-1” to “R-2”

5

- If approved, the applicant intends to develop a duplex on the property.
- The property is within the 100-year FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

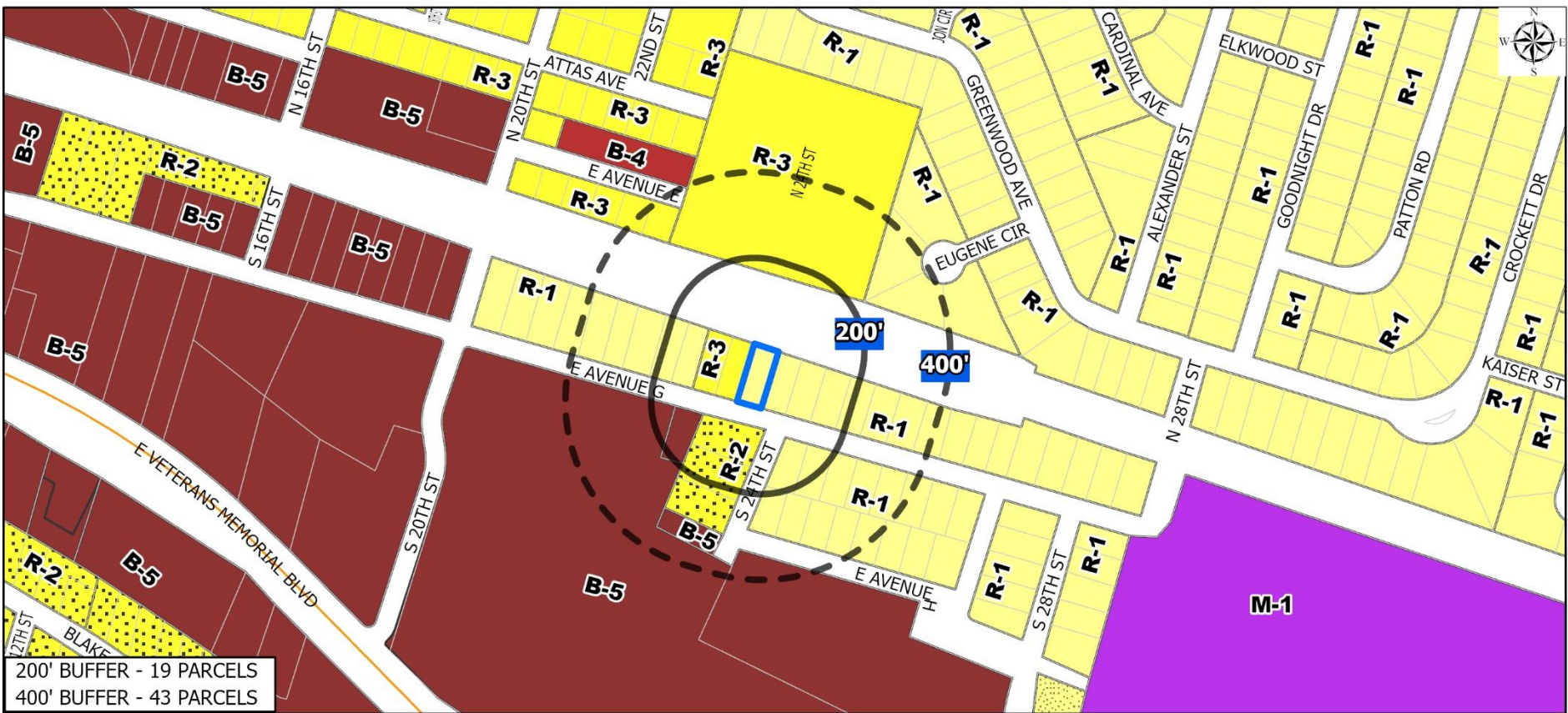


# Case #Z21-43: “R-1” to “R-2”

- This property is designated as ‘General Residential (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- ‘General Residential’ (GR) characteristics encompass most existing residential areas within Killeen. ‘General Residential’ (GR) are typically auto-oriented (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by “anti-monotony” architectural standards, landscaping, and limitations on “cookie cutter” subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

# Case #Z21-43: “R-1” to “R-2”

- The ‘General Residential’ (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ 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; or
  - ▣ Parks and public spaces.
- This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.



Attachment #4  
 Zoning Map  
 Council District: 3  
 Subject Property Legal Description: MORRIS & GOODE, BLOCK 004, LOT 0001

## Zoning Case 2021-43

### R-1 TO R-2



# Case #Z21-43: “R-1” to “R-2”

9

View of the subject property looking north (from E Avenue G):



# Case #Z21-43: “R-1” to “R-2”

10

Adjacent property to the south:



# Case #Z21-43: “R-1” to “R-2”

11

Surrounding property to the west:



# Case #Z21-43: “R-1” to “R-2”

12

Adjacent property to the east:



# Public Notification

- Staff notified thirty-nine (39) surrounding property owners regarding this request.
- Of those property owners notified, seventeen (17) reside outside of Killeen.
- To date, staff has received two (2) written responses, one (1) in support and one (1) in opposition, regarding this request.





200' BUFFER - 19 PARCELS  
 400' BUFFER - 43 PARCELS

Attachment #1  
 Council District: 3



Subject Property Legal Description: MORRIS & GOODE, BLOCK 004, LOT 0001

## Zoning Case 2021-43

### R-1 TO R-2

Legend	Current Zoning	<span style="display: inline-block; width: 15px; height: 15px; background-color: purple; border: 1px solid black;"></span> M-1	<span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black;"></span> R-3
	<span style="display: inline-block; width: 15px; height: 15px; background-color: darkred; border: 1px solid black;"></span> B-4	<span style="display: inline-block; width: 15px; height: 15px; background-color: lightyellow; border: 1px solid black;"></span> R-1	
	<span style="display: inline-block; width: 15px; height: 15px; background-color: lightcoral; border: 1px solid black;"></span> B-5	<span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black; border-style: dotted;"></span> R-2	

# Alternatives

- ❑ The City Council has two (2) alternatives. The Council may:
  - ❑ Disapprove the applicant's request; or
  - ❑ Approve the applicant's request.

# Staff Findings

- The applicant's request is consistent with the surrounding property uses and compatible with the existing land uses and prevailing community character.
- The character of the area is predominantly residential and there are existing duplexes to the south of the property.

# Staff Recommendation

- Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District).

# Commission Recommendation

- At their regular meeting on December 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District) by a vote of 5 to 1 with Commissioner Gukeisen in opposition.
- Commissioner Gukeisen noted concerns regarding special flood hazard area and the property being located in between existing single-family homes.



# City of Killeen

## Legislation Details

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**File #:** PH-22-011    **Version:** 1    **Name:** Zoning 21-44  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 12/10/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Eakin Commercial Properties, LTD (Case #Z21-44) to rezone approximately 0.271 acres, being part of Lots 2 & 4, Block 1, Eakin Commercial Addition Phase Two, from "B-3" (Local Business District) to "B-5" (Business District). The property is addressed as 5500 E. Central Texas Expressway and 2301 Rosewood Drive, Killeen, Texas.  
**Sponsors:** Development Services  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Maps](#)  
[Site Photos](#)  
[Minutes](#)  
[Ordinance](#)  
[Considerations](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Wallis Meshier, CNU-A, Director of Planning  
**SUBJECT:** ZONING CASE #Z21-44: "B-3" (LOCAL BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner / Agent:** Eakin Commercial Properties, LTD / Mitchell & Associates, Inc.  
**Current Zoning:** "B-3" (Local Business District)  
**Proposed Zoning:** "B-5" (Business District)  
**Future Land Use Designation:** 'Planned Development' (PD)

#### **Summary of Request:**

Mitchell & Associates, on behalf of Eakin Commercial Properties, LTD (**Case #Z21-44**), has submitted a request to rezone approximately 0.271 acres, being part of Lots 2 and 4, Block 1, Eakin Commercial Addition Phase 2, from "B-3" (Local Business District) to "B-5" (Business District). The purpose of the request is to align the zoning district boundaries with the platted property lines of Lots 2 and 4 of the Eakin Commercial Addition and establish the same zoning district across the entirety of both lots.

#### **Zoning/Plat Case History:**

The property was rezoned via Ordinance No. 15-005 from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) on January 27, 2015. The property was platted as Eakin Commercial Addition Phase Two on August 23, 2021.

#### **Character of the Area:**

	Current Land Use	Zoning District	Future Land Use *
North	Commercial businesses	M-1 (Manufacturing)	GC
East	Commercial businesses	R-1 (Single-Family Residential)	GC and PD
South	Vacant	R-2 (Two-Family Residential)	GC
West	Vacant	M-1 (Manufacturing)	GC and PD

\* General Commercial (GC), Planned Development (PD)

### **Future Land Use Map Analysis:**

This property is designated as 'Planned Development' (PD) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Planned Development' (PD) designation promotes that site design and development quality should be superior given strategic location and high profile. It should be designed as transit supportive and should provide for safe and convenient bicycle and pedestrian circulation options, both within and beyond the planned development area.

The 'Planned Development' (PD) designation encourages the following development types:

- Mixed use (retail, office, residential, public);
- Variety of housing types;
- Parks and public spaces.

The request is consistent with the intent of the Future Land Use Map (FLUM) of the Comprehensive Plan.

### **Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is via the frontage road of E. Central Texas Expressway, which is classified as 70-foot wide Collector, and Rosewood Drive, which is classified as a 110-foot wide Minor Arterial on the City of Killeen Thoroughfare Plan.

### **Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

### **Public Notification:**

Staff notified twelve (12) surrounding property owners regarding this request. Of those property owners notified, seven (7) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and one (1) resides outside of Killeen. As of the date of this staff report, staff has received no written responses regarding this request.



### **Staff Findings:**

Staff finds that the applicant's request is compatible with the surrounding property uses and consistent with the prevailing community character. The purpose of the request is to align the zoning district boundaries with the platted property lines.

### **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's request;
- Approve a more restrictive zoning district than requested by the applicant; or
- Approve of the applicant's request.

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

Staff recommends approval of the applicant's request to rezone the property from "B-3" (Local Business District) to "B-5" (Business District).

The purpose of the request is to align the zoning district boundaries with the platted property lines.

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

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

### **RECOMMENDATION:**

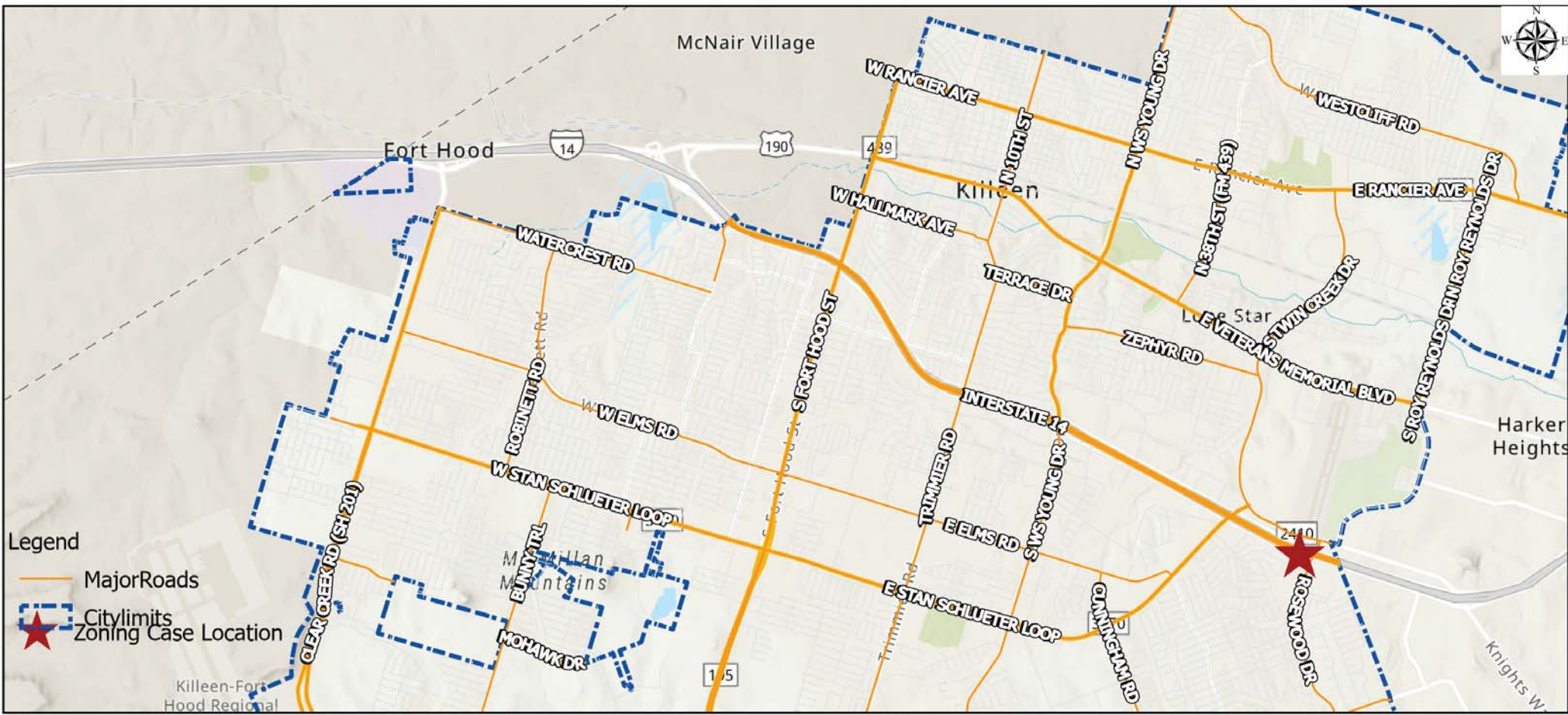
At their regular meeting on December 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

### **ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Site Photos  
Minutes  
Ordinance  
Considerations



Attachment #2

Location Map

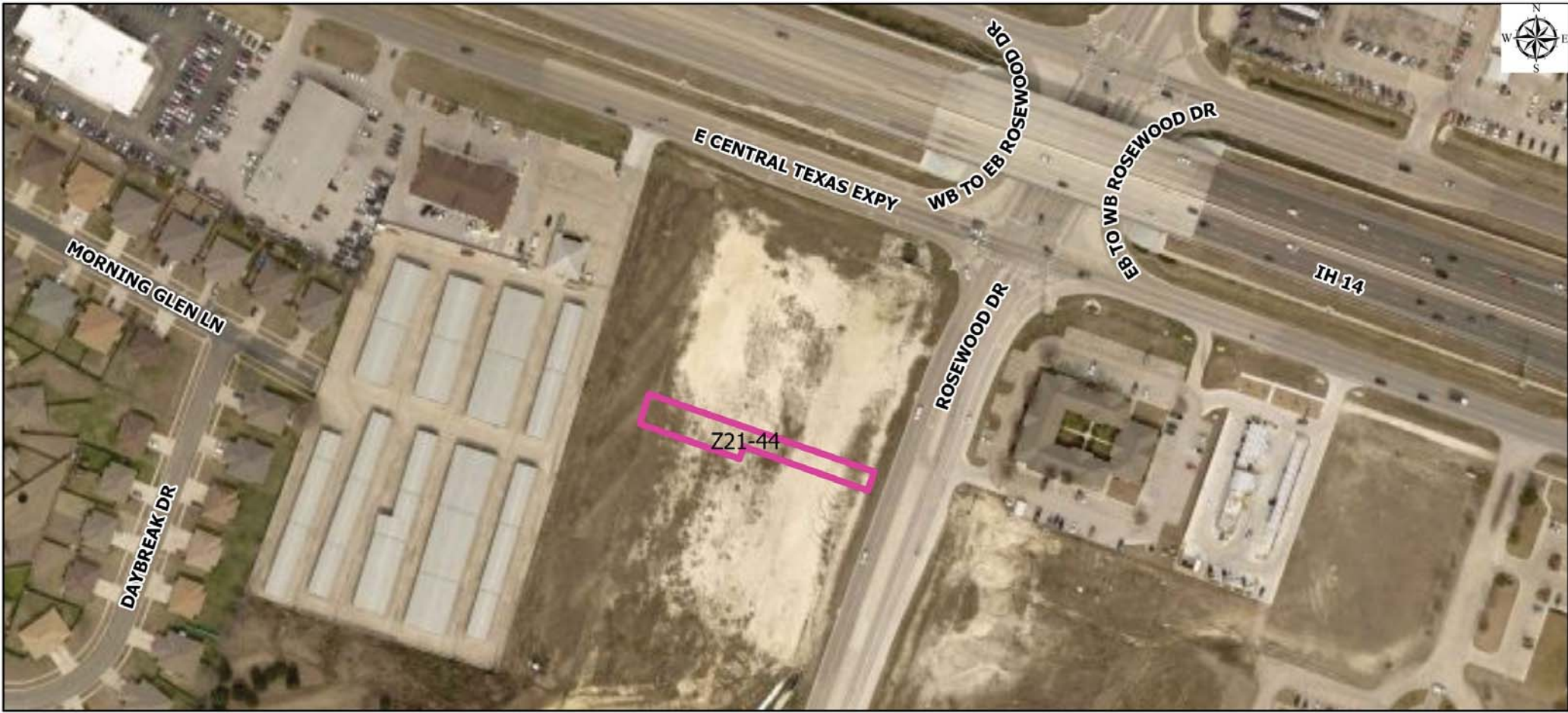
Council District: 2

Subject Property Legal Description: 5500 E CTE AND 2301 ROSEWOOD DR

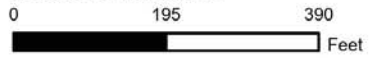
## Zoning Case 2021-44

### B-3 TO B-5





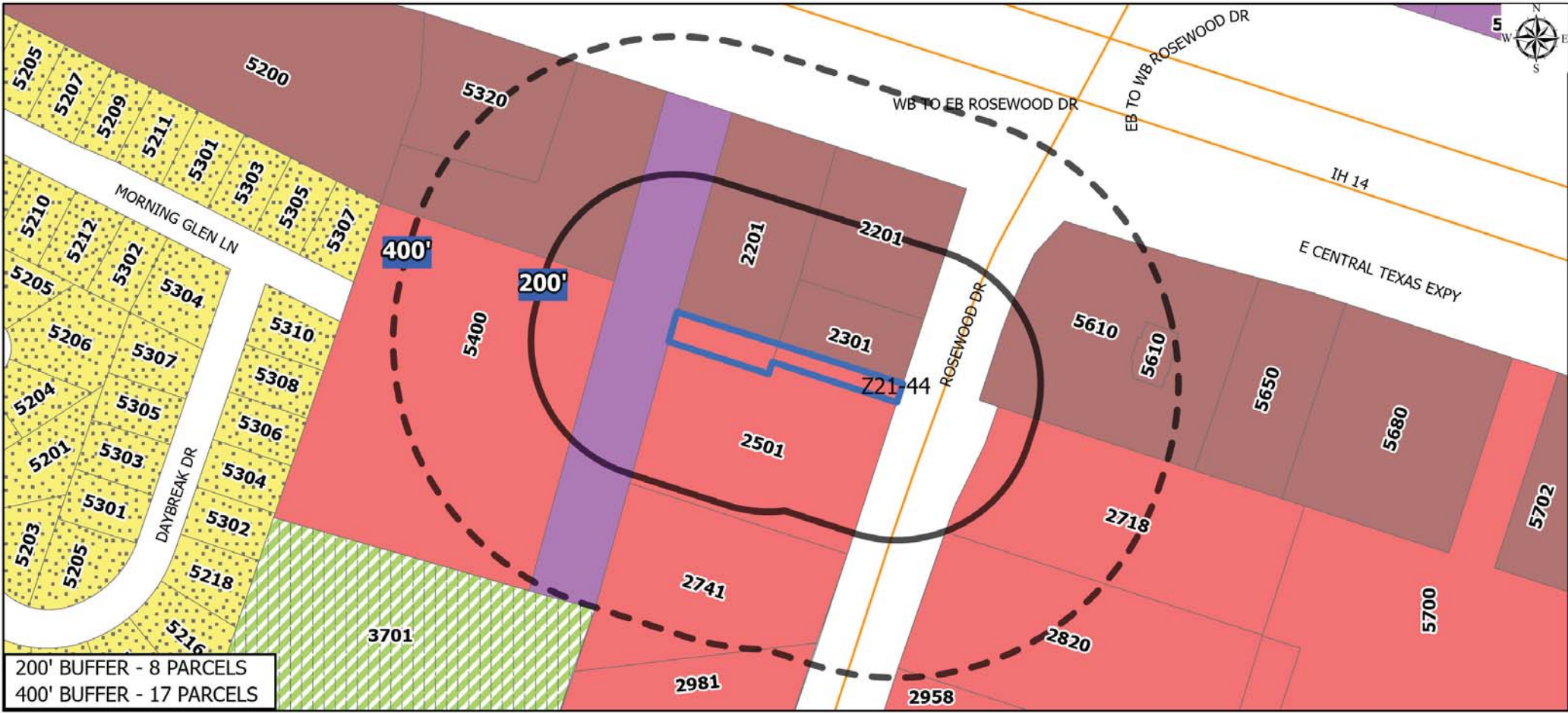
Attachment #3  
Council District: 2



Subject Property Legal Description: 5500 E CTE AND 2301 ROSEWOOD DR

### Zoning Case 2021-44 B-3 TO B-5

Legend  
Citylimits



200' BUFFER - 8 PARCELS  
 400' BUFFER - 17 PARCELS

Attachment #1  
 Council District: 2



Subject Property Legal Description: 5500 E CTE AND 2301 ROSEWOOD DR

## Zoning Case 2021-44

### B-3 TO B-5

Legend	
Current Zoning	M-1
B-3	PUD
B-5	R-2

# SITE PHOTOS

Case #Z21-44: "B-3" (Local Business District) to "B-5" (Business District)



View of the subject property looking west (from Rosewood Dr):



View of the surrounding property to the east:



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**December 20, 2021**

**CASE #Z21-44**  
**“B-3” to “B-5”**

**HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Eakin Commercial Properties, LTD (**Case #Z21-44**) to rezone approximately 0.271 acres out of 1.798 acres being part of Lots 2 & 4, Block 1, Eakin Commercial Addition Phase Two, from “B-3” (Local Business District) to “B-5” (Business District). The property is addressed 5500 E Central Texas Expressway & 2301 Rosewood Drive, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that the purpose of the request is to align the zoning boundary of the properties with the platted lots. She stated that staff recommends approval of the request as presented, as it is consistent with the character of the area.

The agent, Mr. Ace Reneau of Mitchell & Associates, was present to represent the case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to approve the request as presented. Commissioner Adams seconded, and the motion passed by a vote of 6 to 0.

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.271 ACRES, BEING PART OF LOTS 2 AND 4, BLOCK 1, EAKIN COMMERCIAL ADDITION PHASE TWO, FROM “B-3” (LOCAL BUSINESS DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Mitchell & Associates, Inc, on behalf of Eakin Commercial Properties, LTD, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.271 acres, being part of Lots 2 and 4, Block 1, Eakin Commercial Addition Phase Two, from “B-3” (Local Business District) to “B-5” (Business District), said request having been duly recommended for approval of “B-5” (Business District) by the Planning and Zoning Commission of the City of Killeen on the 20<sup>th</sup> day of December 2021, 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 25<sup>th</sup> day of January 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of approximately 0.271 acres, being part of Lots 2 and 4, Block 1, Eakin Commercial Addition Phase Two, from “B-3” (Local Business District) to “B-5” (Business District), said request having been duly recommended for approval of “B-5” (Business District), for the property addressed as 5500 E. Central Texas Expressway and 2301 Rosewood Drive, 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 25<sup>th</sup> day of January 2022, 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:**

---

**Jose L. Segarra, MAYOR**

**ATTEST:**

---

**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

---

**Traci S. Briggs, City Attorney**

Case #21-44

Ord. #21-\_\_\_





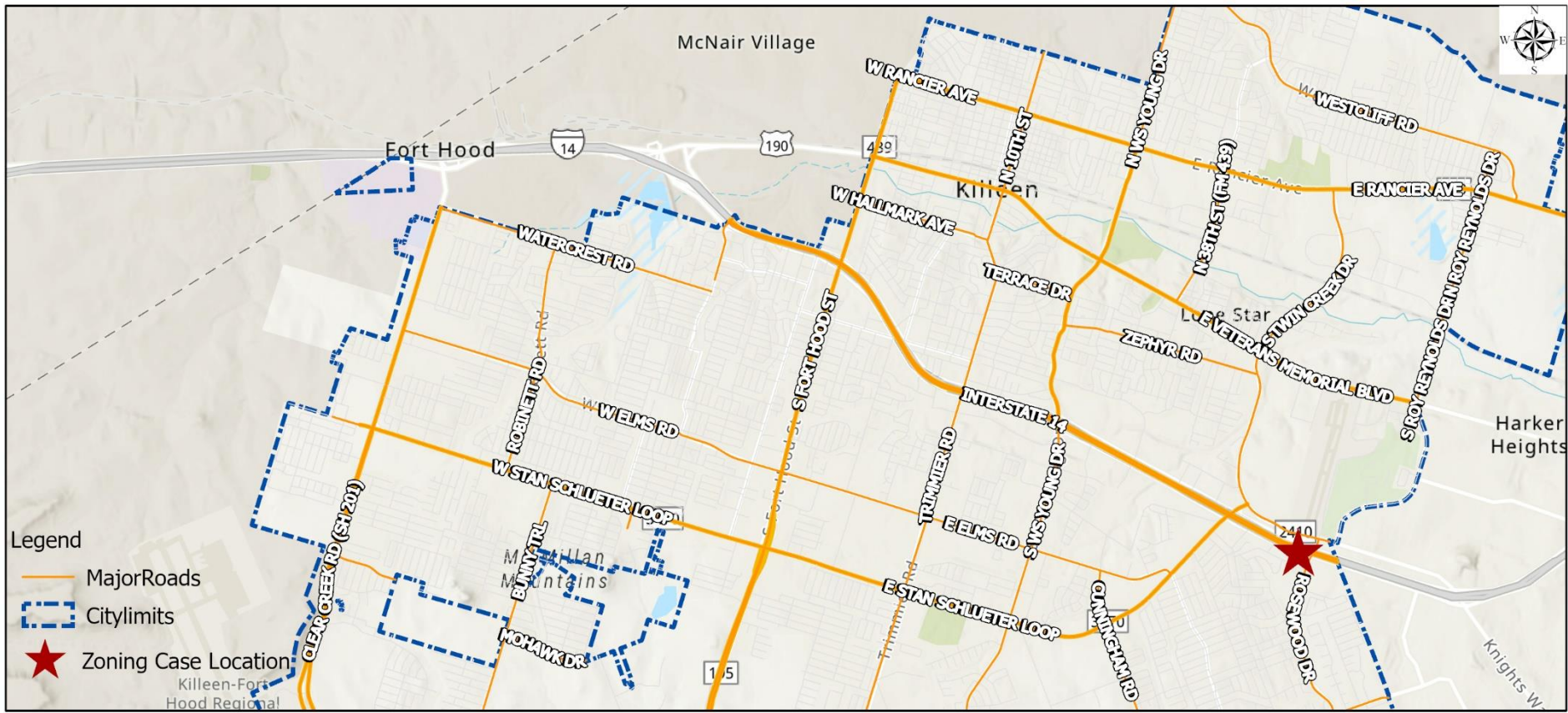
CASE#Z21-44: “B-3” TO “B-2”

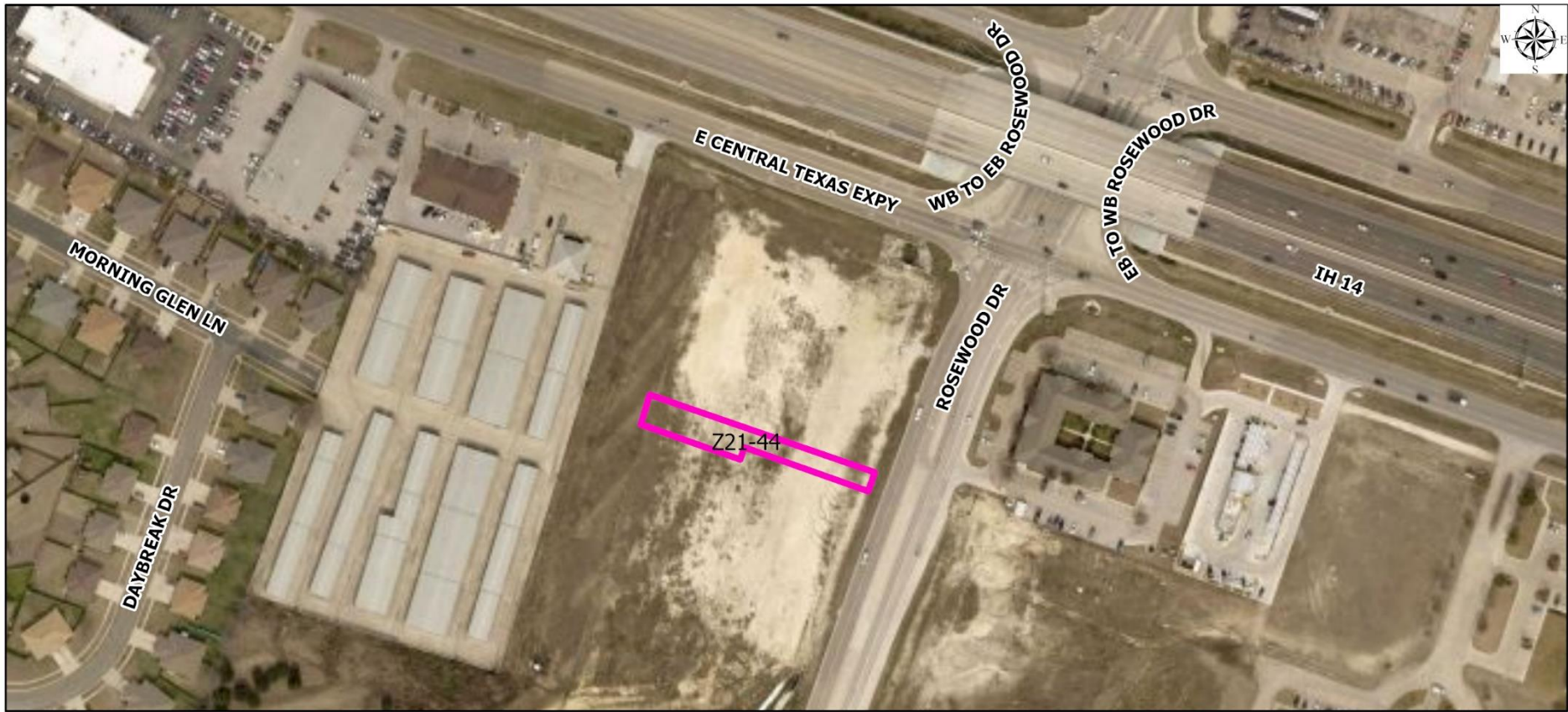
PH-22-011

January 18, 2022

## Case #Z21-44: “B-3” to “B-5”

- ❑ **HOLD** a public hearing and consider a request submitted by Mitchell & Associates, Inc. on behalf of Eakin Commercial Properties, LTD (**Case #Z21-44**) to rezone approximately 0.271 acres out of 1.798 acres being part of Lots 2 & 4, Block 1, Eakin Commercial Addition Phase Two, from “B-3” (Local Business District) to “B-5” (Business District).
- ❑ The property is addressed 5500 E Central Texas Expressway & 2301 Rosewood Drive, Killeen, Texas





Attachment #3

Council District: 2



Subject Property Legal Description: 5500 E CTE AND 2301 ROSEWOOD DR

# Zoning Case 2021-44

B-3 TO B-5

Legend



## Case #Z21-44: “B-3” to “B-5”

- The purpose of the request is to align the zoning district boundaries with the platted property lines of Lots 2 and 4 of the Eakin Commercial Addition and establish the same zoning district across the entirety of both lots.
- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

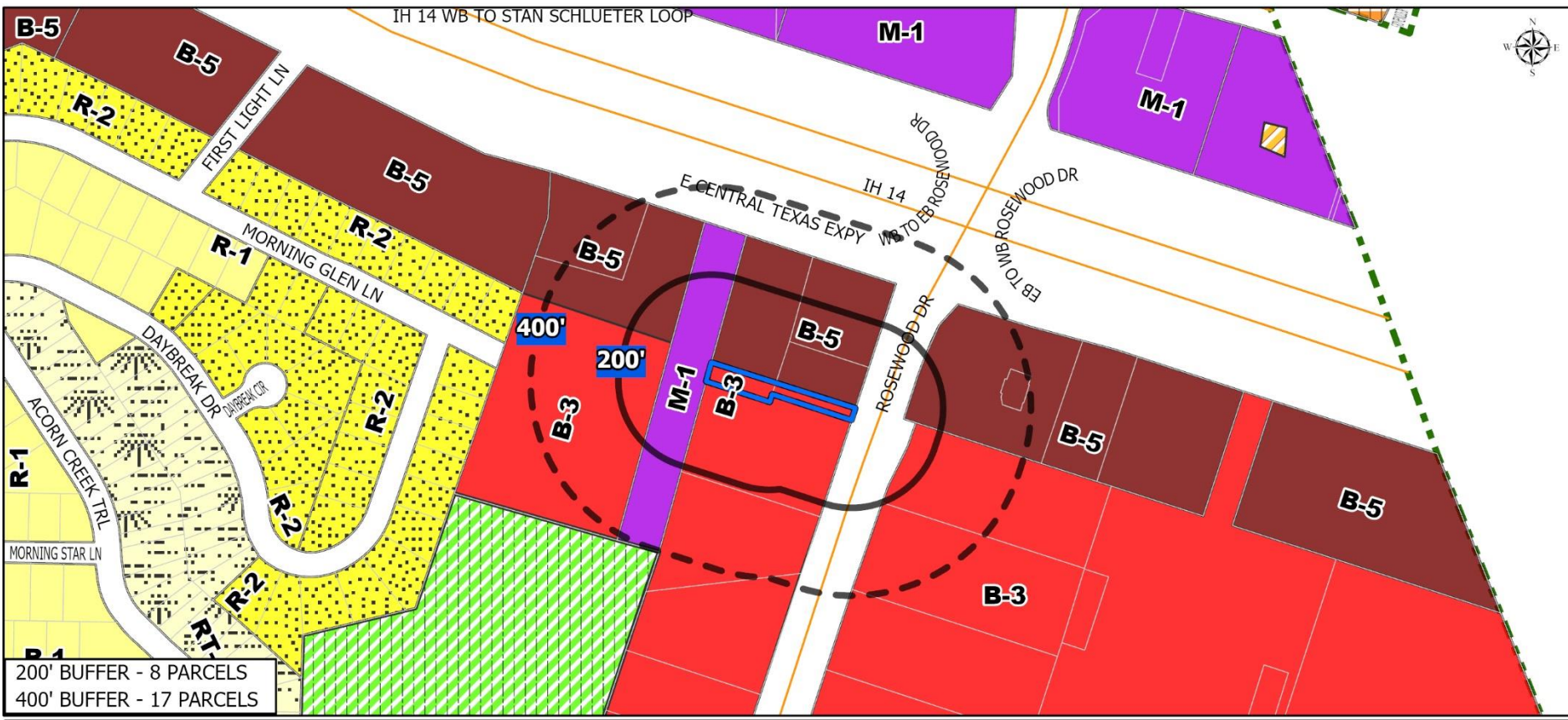
## Case #Z21-44: “B-3” to “B-5”

- This property is designated as ‘Planned Development’ (PD) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘Planned Development’ (PD) designation promotes that site design and development quality should be superior given strategic location and high profile. It should be designed as transit supportive and should provide for safe and convenient bicycle and pedestrian circulation options, both within and beyond the planned development area.

# Case #Z21-44: “B-3” to “B-5”

7

- The ‘Planned Development’ (PD) designation encourages the following development types:
  - ▣ Mixed use (retail, office, residential, public);
  - ▣ Variety of housing types;
  - ▣ Parks and public spaces.
  
- The request is consistent with the intent of the Future Land Use Map (FLUM) of the Comprehensive Plan.



Attachment #4

Zoning Map

Council District: 2

Subject Property Legal Description: 5500 E CTE AND 2301 ROSEWOOD DR

# Zoning Case 2021-44

## B-3 TO B-5





# Case #Z21-44: “B-3” to “B-5”

9

View of the subject property looking west (from Rosewood Dr):



# Case #Z21-44: “B-3” to “B-5”

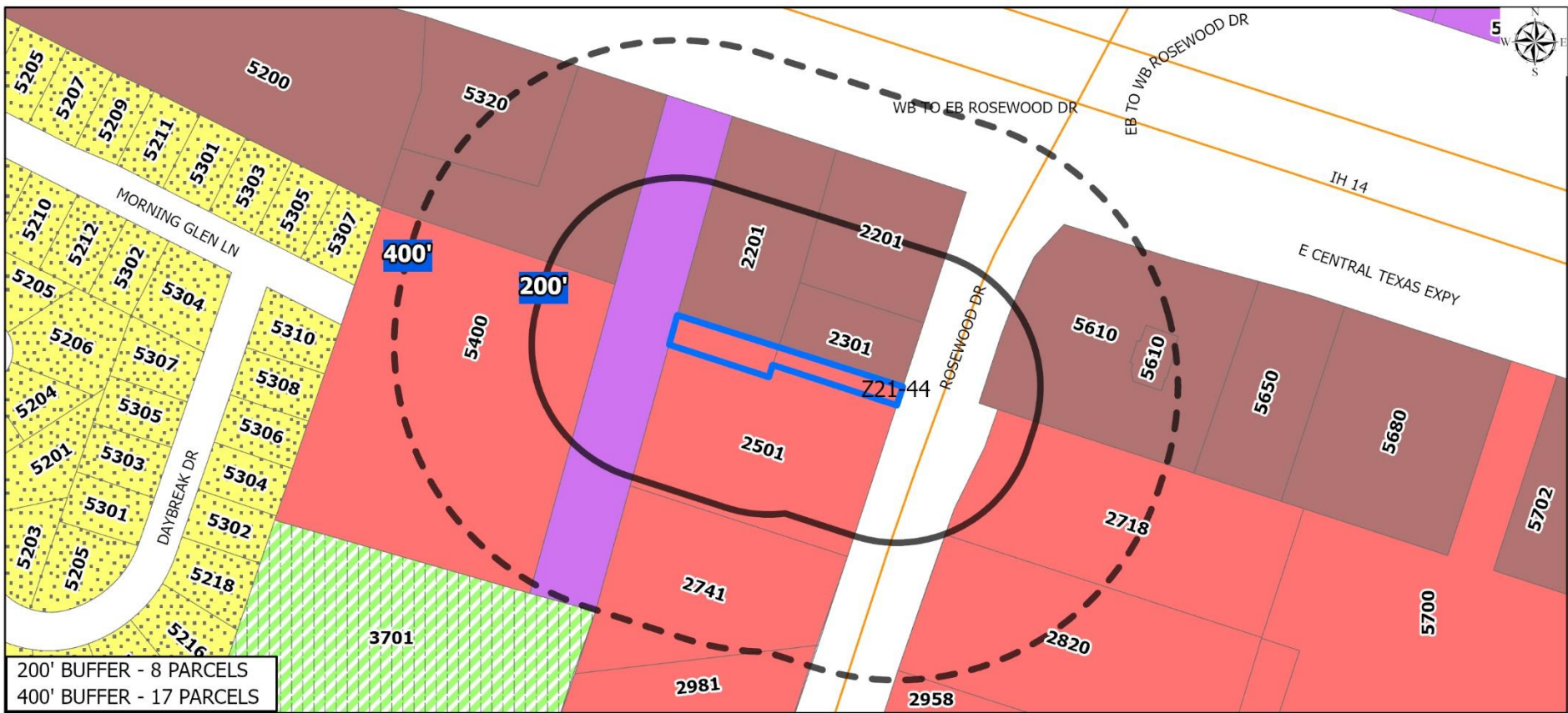
10

Surrounding property to the east:



# Public Notification

- Staff notified eight (8) surrounding property owners regarding this request.
- Of those property owners notified, one (1) property owner resides outside of Killeen.
- To date, staff has received no written responses regarding this request.



Attachment #1  
 Council District: 2  
 0 145 290 Feet  
 Subject Property Legal Description: 5500 E CTE AND 2301 ROSEWOOD DR

## Zoning Case 2021-44

### B-3 TO B-5

- Legend
- Current Zoning
  - B-3
  - B-5
  - M-1
  - PUD
  - R-2

# Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's request;
  - ❑ Approve a more restrictive zoning district than requested by the applicant; or
  - ❑ Approve the applicant's request.

# Staff Findings

- The applicant's request is consistent with the surrounding property uses and compatible with the existing land uses and prevailing community character.
- The purpose of the request is to align the zoning district boundaries with the platted property lines.

# Staff Recommendation

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- Staff recommends approval of the applicant's request to rezone the property from "B-3" (Local Business District) to "B-5" (Business District) as presented.

# Commission Recommendation

- At their regular meeting on December 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property from "B-3" (Local Business District) to "B-5" (Business District) by a vote of 6 to 0.





# City of Killeen

## Legislation Details

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**File #:** PH-22-012    **Version:** 1    **Name:** Budget Amendment  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 12/27/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance amending the FY 2022 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.  
**Sponsors:** Finance Department  
**Indexes:** Budget Amendments  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
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## STAFF REPORT

**DATE:** January 18, 2022  
**TO:** Kent Cagle, City Manager  
**FROM:** Jonathan Locke, Executive Director of Finance  
**SUBJECT:** Budget Amendment

### **BACKGROUND AND FINDINGS:**

The budget amendment predominantly addresses four major initiatives that include carrying forward funds from FY 2021 to FY 2022 for contracts and commitments that were not completed in FY 2021; amending operational funds; appropriating funds for specific programs and grants; and capital improvement projects.

#### Carry Forward -

City Charter (Article VII, Section 71) states that all appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered. During the course of a fiscal year, there are contracts and commitments that are entered into that are not completed until the following fiscal year.

A number of outstanding contracts and commitments for projects and/or services were not completed nor received by the City prior to the close of the fiscal year ended September 30, 2021. In order to complete contracted projects and/or services, FY 2021 appropriations need to be carried forward to the FY 2022 Annual Budget.

<b>FY 2021 Carry Forwards</b>	<b>Revenue Budget</b>
Special Revenue Funds	\$795,099
TOTAL	\$795,099

<b>FY 2021 Carry Forwards</b>	<b>Expenditure Budget</b>
General Fund	\$1,238,214
Internal Service Funds	24,750
Aviation Fund	29,164
Golf Capital Projects Fund	21,336
Solid Waste Fund	40,558
Water & Sewer Fund	87,301
Drainage Utility Fund	61,961
Special Revenue Funds	972,482
TOTAL	\$2,475,766

Operational Funds -

There are two operational fund items addressed in this budget amendment:

1. A Recreation Manager position was reclassified to a Community Engagement Coordinator position. The position was moved from Recreation Services to the City Manager’s Office for oversight of community engagement. This budget amendment moves the funding for the position.
2. In Aviation, a rate reconciliation study for \$45,000 was approved as a decision package during the FY 2022 Budget. However, the funds were inadvertently left out of the budget. This budget amendment appropriates the approved item.

<b>Operational Items</b>	<b>Expenditure Budget</b>
General Fund	\$0
Aviation Funds	45,000
<b>TOTAL</b>	<b>\$45,000</b>

Programs and Grants-

There are four programs and grants addressed in this budget amendment:

1. The American Rescue Plan Act of 2021 appropriated funding to provide housing, services and shelter to individuals experiencing homelessness and other vulnerable populations. The federal award is \$1,778,641. This budget amendment appropriates the revenues and expenditures for this grant.
2. The City of Killeen received a \$100,000 grant from PETCO in FY 2021 that was not expended. This budget amendment appropriates the fund balance to be used for eligible veterinary services.
3. TxDOT ARPA Airport grant for \$32,000 was awarded on October 28, 2021, after the budget was adopted. This budget amendment appropriates the revenue for the grant.
4. There is \$120,545 remaining in Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Direct Award from FY 2020. This budget amendment appropriates the remaining grant funds to be used to expand the public safety social distancing system.

<b>FY 2021 Programs/Grants</b>	<b>Revenue Budget</b>
Special Revenue Funds	\$1,778,641
Aviation Funds	32,000
Internal Service Funds	120,545
<b>TOTAL</b>	<b>\$1,931,186</b>

<b>FY 2021 Programs/Grants</b>	<b>Expenditure Budget</b>
Special Revenue Funds	\$1,878,641
Aviation Funds	0
Internal Service Funds	120,545
<b>TOTAL</b>	<b>\$1,999,186</b>

Capital Improvement Projects -

There are three capital improvement project items addressed in this budget amendment:

1. Sanitary Sewer owns a flatbed trailer that is no longer needed. The Fire Department needs the trailer to mount a generator on it and use it for other hauling capabilities. This budget amendment appropriates \$2,993, the Fair Market Value (FMV) of the trailer, to be paid by the Governmental CIP Fund to the Water and Sewer CIP Fund.
2. Additional funds of \$38,059 are needed for the HVAC system project at the Killeen-Ft. Hood Regional Airport. This appropriates the FAA's portion - \$32,959 and the transfer of funds to AIP Grant Fund to pay for the City's match - \$5,100 for the administrative areas that are grant ineligible.
3. Appropriate PFC application #12 - \$335,000 for wayfinding signage improvements and administrative costs approved by the FAA after the budget was submitted to City Council.

<b>FY 2021 Programs/Grants/Miscellaneous</b>	<b>Revenue Budget</b>
Airport Improvement (AIP) Grant	\$38,059
Water & Sewer CIP Fund	2,993
<b>TOTAL</b>	<b>\$41,052</b>

<b>FY 2021 Programs/Grants/Miscellaneous</b>	<b>Expenditure Budget</b>
Aviation Funds	\$5,100
Airport Improvement (AIP) Grant	38,059
Governmental CIP Fund	2,993
Passenger Facility Charge (PFC) Fund	335,000
<b>TOTAL</b>	<b>\$381,152</b>

**THE ALTERNATIVES CONSIDERED:**

- 1) Do not approve the ordinance amending the FY 2022 Annual Budget.
- 2) Approve the ordinance amending the FY 2022 Annual Budget.

**Which alternative is recommended? Why?**

Option 2 is recommended to approve the ordinance amending the FY 2022 Annual Budget.

**CONFORMITY TO CITY POLICY:**

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

**FINANCIAL IMPACT:**

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

This budget amendment is for FY 2022, and includes:

- General Fund - increase of \$0 in revenues and \$1,238,214 in expenditures. Net result is decrease of \$1,238,214 in fund balance.
- Water and Sewer Fund - increase of \$0 in revenues and \$87,301 in expenses. Net result is a decrease of \$87,301 in fund balance.
- Solid Waste Fund - increase of \$0 in revenues and \$40,558 increase in expenses. Net result is a decrease of \$40,558 in fund balance.
- Drainage Fund - increase of \$0 in revenues and \$61,961 increase in expenses. Net result is a decrease of \$61,961 in fund balance.
- Aviation Funds - increase of \$32,000 in revenues and \$79,264 in expenses. Net result is a decrease of \$47,264 in fund balance.
- Special Revenue Funds - increase of \$2,573,740 in revenues and \$2,851,123 in expenditures.
- Internal Service Funds - increase of \$120,545 in revenues and \$145,295 in expenses.
- Capital Improvement Project Funds - increase of \$41,052 in revenues and \$397,388 in expenses.

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

One-time

**Is this expenditure budgeted?**

Upon approval of the attached ordinance amending the FY 2022 Annual Budget.

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

N/A

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

Upon approval of the attached ordinance amending the FY 2022 Annual Budget.

**RECOMMENDATION:**

City Council approve the ordinance amending the FY 2022 Annual Budget.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2022 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2021 to September 30, 2022, has been adopted by City Council in accordance with the City Charter; and

**WHEREAS**, it is the desire of the Killeen City Council to amend the FY 2022 Annual Budget; and

**WHEREAS**, the budget amendment requires City Council approval;

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

**SECTION 1.** That Ordinance 21-051, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2021 to September 30, 2022, be amended as to the portion of said budget as follows:

**Revenue:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
228-0000-331-0910	CDBG - CV CARES Act		\$ 553,605
	Carry forward unspent budget for projects	28,774	
	<b>Budget Change Sub-total</b>	<b>28,774</b>	
	<b>Account Sub-total</b>		<b>582,379</b>
228-0000-331-0916	CDBG Program Year 2016/2017		98,531
	Carry forward AA Lane Park Improvements	892	
	<b>Budget Change Sub-total</b>	<b>892</b>	
	<b>Account Sub-total</b>		<b>99,423</b>
228-0000-331-0918	CDBG Program Year 2018/2019		45,608
	Carry forward AA Lane Park Improvements	174,108	
	Carry forward Conder Park Area Improvements	391,929	
	<b>Budget Change Sub-total</b>	<b>566,037</b>	
	<b>Account Sub-total</b>		<b>611,645</b>

**Revenue (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Budget</b>
228-0000-331-0919	CDBG Program Year 2019/2020		256,900
	Carry forward Conder Park & Clements Boys & Girls Club Improvements	170,783	
	<b>Budget Change Sub-total</b>	<b>170,783</b>	
	<b>Account Sub-total</b>		<b>427,683</b>
228-0000-331-0920	CDBG Program Year 2020/2021		589,396
	Carry forward unspent budgets for Greater Killeen Free Clinic, COK Transportation, & Code Enforcement Programs	28,613	
	<b>Budget Change Sub-total</b>	<b>28,613</b>	
	<b>Account Sub-total</b>		<b>618,009</b>
232-0000-331-0921	Community Development / 2021-2022		-
	HOME-American Rescue Plan (ARP) Grant	1,778,641	
	<b>Budget Change Sub-total</b>	<b>1,778,641</b>	
	<b>Account Sub-total</b>		<b>1,778,641</b>
387-0000-391-0349	Transfer from Fund 349 Gov't CIP		8,794
	Move flatbed trailer from Sanitary Sewer to the Fire Department	2,993	
	<b>Budget Change Sub-total</b>	<b>2,993</b>	
	<b>Account Sub-total</b>		<b>11,787</b>
524-0000-332-1502	USDOT - FAA		12,664,000
	Add'l funding for HVAC project; FAA Grant	32,959	
	<b>Budget Change Sub-total</b>	<b>32,959</b>	
	<b>Account Sub-total</b>		<b>12,696,959</b>
524-0000-391-0525	Transfer from 525 Fund		370,000
	Add'l funding for HVAC project; City's match	5,100	
	<b>Budget Change Sub-total</b>	<b>5,100</b>	
	<b>Account Sub-total</b>		<b>375,100</b>
527-0000-334-1502	TXDOT		61,000
	TXDOT ARPA Airport Grant (Skylark)	32,000	
	<b>Budget Change Sub-total</b>	<b>32,000</b>	
	<b>Account Sub-total</b>		<b>93,000</b>
627-0000-331-0101	USDOJ		-
	COVID Grants for social distancing	120,545	
	<b>Budget Change Sub-total</b>	<b>120,545</b>	
	<b>Account Sub-total</b>		<b>120,545</b>
	<b>REVENUE TOTAL</b>	<b>\$2,767,337</b>	<b>\$17,415,171</b>



**Expenditures:**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
010-0200-413-4005	Full-time Salaries (CMO)		\$ 569,077
	Funding for Community Engagement Coordinator	54,948	
	<b>Budget Change Sub-total</b>	<b>54,948</b>	
	<b>Account Sub-total</b>		<b>624,025</b>
010-0200-413-4025	Longevity		9,959
	Funding for Community Engagement Coordinator	288	
	<b>Budget Change Sub-total</b>	<b>288</b>	
	<b>Account Sub-total</b>		<b>10,247</b>
010-0200-413-4082	Medical Insurance		17,401
	Funding for Community Engagement Coordinator	5,866	
	<b>Budget Change Sub-total</b>	<b>5,866</b>	
	<b>Account Sub-total</b>		<b>23,267</b>
010-0200-413-4083	Dental Insurance		1,164
	Funding for Community Engagement Coordinator	233	
	<b>Budget Change Sub-total</b>	<b>233</b>	
	<b>Account Sub-total</b>		<b>1,397</b>
010-0200-413-4084	Life Insurance		90
	Funding for Community Engagement Coordinator	18	
	<b>Budget Change Sub-total</b>	<b>18</b>	
	<b>Account Sub-total</b>		<b>108</b>
010-0200-413-4085	Retirement - TMRS		88,326
	Funding for Community Engagement Coordinator	8,280	
	<b>Budget Change Sub-total</b>	<b>8,280</b>	
	<b>Account Sub-total</b>		<b>96,606</b>
010-0200-413-4087	Social Security		36,082
	Funding for Community Engagement Coordinator	3,391	
	<b>Budget Change Sub-total</b>	<b>3,391</b>	
	<b>Account Sub-total</b>		<b>39,473</b>
010-0200-413-4088	Medicare		8,439
	Funding for Community Engagement Coordinator	793	
	<b>Budget Change Sub-total</b>	<b>793</b>	
	<b>Account Sub-total</b>		<b>9,232</b>
010-0200-413-4089	Workers Compensation		884
	Funding for Community Engagement Coordinator	746	
	<b>Budget Change Sub-total</b>	<b>746</b>	
	<b>Account Sub-total</b>		<b>1,630</b>
010-2010-415-4650	Furniture & Fixtures		6,000
	Carry forward budget due to installation delay	438	
	<b>Budget Change Sub-total</b>	<b>438</b>	
	<b>Account Sub-total</b>		<b>6,438</b>

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
010-2305-418-4640	Computer Equipment/Software		20,933
	Carry forward budget due to programming delay	2,730	
	<b>Budget Change Sub-total</b>	<b>2,730</b>	
	<b>Account Sub-total</b>		<b>23,663</b>
010-3030-428-4005	Full-time Salaries (Recreation)		166,868
	Funding for Community Engagement Coordinator	(54,948)	
	<b>Budget Change Sub-total</b>	<b>(54,948)</b>	
	<b>Account Sub-total</b>		<b>111,920</b>
010-3030-428-4025	Longevity		528
	Funding for Community Engagement Coordinator	(288)	
	<b>Budget Change Sub-total</b>	<b>(288)</b>	
	<b>Account Sub-total</b>		<b>240</b>
010-3030-428-4082	Medical Insurance		16,793
	Funding for Community Engagement Coordinator	(5,866)	
	<b>Budget Change Sub-total</b>	<b>(5,866)</b>	
	<b>Account Sub-total</b>		<b>10,927</b>
010-3030-428-4083	Dental Insurance		698
	Funding for Community Engagement Coordinator	(233)	
	<b>Budget Change Sub-total</b>	<b>(233)</b>	
	<b>Account Sub-total</b>		<b>465</b>
010-3030-428-4084	Life Insurance		54
	Funding for Community Engagement Coordinator	(18)	
	<b>Budget Change Sub-total</b>	<b>(18)</b>	
	<b>Account Sub-total</b>		<b>36</b>
010-3030-428-4085	Retirement - TMRS		34,109
	Funding for Community Engagement Coordinator	(8,280)	
	<b>Budget Change Sub-total</b>	<b>(8,280)</b>	
	<b>Account Sub-total</b>		<b>25,829</b>
010-3030-428-4087	Social Security		14,051
	Funding for Community Engagement Coordinator	(3,391)	
	<b>Budget Change Sub-total</b>	<b>(3,391)</b>	
	<b>Account Sub-total</b>		<b>10,660</b>
010-3030-428-4088	Medicare		3,285
	Funding for Community Engagement Coordinator	(793)	
	<b>Budget Change Sub-total</b>	<b>(793)</b>	
	<b>Account Sub-total</b>		<b>2,492</b>
010-3030-428-4089	Workers Compensation		1,650
	Funding for Community Engagement Coordinator	(746)	
	<b>Budget Change Sub-total</b>	<b>(746)</b>	
	<b>Account Sub-total</b>		<b>904</b>

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
010-3215-423-4650	Furniture & Fixtures		2,000
	Carry forward budget due to shipping delay	1,784	
	<b>Budget Change Sub-total</b>	<b>1,784</b>	
	<b>Account Sub-total</b>		<b>3,784</b>
010-3215-423-6150	Furniture & Fixtures		-
	Carry forward budget due to shipping delay	18,513	
	<b>Budget Change Sub-total</b>	<b>18,513</b>	
	<b>Account Sub-total</b>		<b>18,513</b>
010-6030-441-4243	Computer Software		78,258
	Carry forward budget due to shipping delay	27,995	
	<b>Budget Change Sub-total</b>	<b>27,995</b>	
	<b>Account Sub-total</b>		<b>106,253</b>
010-6030-441-4635	Equipment & Machinery		-
	Carry forward budget due to shipping delay	2,080	
	<b>Budget Change Sub-total</b>	<b>2,080</b>	
	<b>Account Sub-total</b>		<b>2,080</b>
010-6035-441-4165	Supplies		98,703
	Carry forward budget due to ammunition backorder	13,800	
	Carry forward budget due to ammunition backorder	2,497	
	<b>Budget Change Sub-total</b>	<b>16,297</b>	
	<b>Account Sub-total</b>		<b>115,000</b>
010-6050-441-4210	Buildings		218,310
	Carry forward budget due to shipping delay	6,586	
	<b>Budget Change Sub-total</b>	<b>6,586</b>	
	<b>Account Sub-total</b>		<b>224,896</b>
010-6050-441-4251	Vehicle		326,550
	Carry forward budget due to equipment backorder	17,401	
	<b>Budget Change Sub-total</b>	<b>17,401</b>	
	<b>Account Sub-total</b>		<b>343,951</b>
010-6050-441-4640	Computer Equipment/Software		16,060
	Carry forward budget due to manufacturing shortage for body worn cameras	348,650	
	<b>Budget Change Sub-total</b>	<b>348,650</b>	
	<b>Account Sub-total</b>		<b>364,710</b>
010-6055-441-4015	Overtime		-
	Carry forward budget of add'l funds appropriated by City Council on 4/27/2021 for police officer overtime & training for switch in duty pistols	23,136	
	<b>Budget Change Sub-total</b>	<b>23,136</b>	
	<b>Account Sub-total</b>		<b>23,136</b>

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
010-6055-441-4120	Uniforms & Clothing		359,853
	Carry forward budget due to body armor backorder	63,823	
	Carry forward budget due to holsters backorder	1,149	
	<b>Budget Change Sub-total</b>	<b>64,972</b>	
	<b>Account Sub-total</b>		<b>424,825</b>
010-6055-441-4165	Supplies		101,193
	Carry forward budget due to ammunition backorder	32,312	
	Carry forward budget due to ammunition backorder	90,000	
	<b>Budget Change Sub-total</b>	<b>122,312</b>	
	<b>Account Sub-total</b>		<b>223,505</b>
010-6055-441-4635	Equipment & Machinery		173,400
	Carry forward budget due to duty pistol backorder	45,674	
	Carry forward budget due to equipment backorder	11,500	
	<b>Budget Change Sub-total</b>	<b>57,174</b>	
	<b>Account Sub-total</b>		<b>230,574</b>
010-7070-442-4120	Uniforms & Clothing		393,808
	Carry forward budget due to PPE & uniform backorder	219,421	
	<b>Budget Change Sub-total</b>	<b>219,421</b>	
	<b>Account Sub-total</b>		<b>613,229</b>
010-7070-442-6135	Equipment & Machinery		286,044
	Carry forward budget due to shipping delay	16,488	
	<b>Budget Change Sub-total</b>	<b>16,488</b>	
	<b>Account Sub-total</b>		<b>302,532</b>
010-7075-442-6135	Equipment & Machinery		33,000
	Carry forward budget for siren install delay	40,491	
	<b>Budget Change Sub-total</b>	<b>40,491</b>	
	<b>Account Sub-total</b>		<b>73,491</b>
010-9501-491-4711	Legal Services		-
	Carry forward unspent budget for ongonig litigation	221,981	
	<b>Budget Change Sub-total</b>	<b>221,981</b>	
	<b>Account Sub-total</b>		<b>221,981</b>
010-9575-491-4175	Medical & Chemical		-
	Carry forward unspent budget for COVID projects	29,765	
	<b>Budget Change Sub-total</b>	<b>29,765</b>	
	<b>Account Sub-total</b>		<b>29,765</b>
214-0705-457-4210	Building		138,364
	Carry forward budget due to supply chain delay	18,286	
	<b>Budget Change Sub-total</b>	<b>18,286</b>	
	<b>Account Sub-total</b>		<b>156,650</b>

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
214-2020-415-5543	Grants to the Arts		227,622
	Carry forward unspent budget for Vive Les Arts Society	22,815	
	Carry forward unspent budget for Vive Les Arts - Children's Theatre	14,343	
	Carry forward unspent budget for IMPAC Outreach	17,321	
	<b>Budget Change Sub-total</b>	<b>54,479</b>	
	<b>Account Sub-total</b>		<b>282,101</b>
228-3250-426-5086	Programs		2,124,213
	AA Lane Park Improvements	892	
	AA Lane Park Improvements	174,108	
	Conder Park & Area Improvements	391,929	
	Conder Park & Area Improvements	91,057	
	Subsistence Program	28,774	
	Clements Boys & Girls Club	79,726	
	Greater Killeen Free Clinic	6,042	
	COK Transportation	2,370	
	Code Enforcement	20,201	
	<b>Budget Change Sub-total</b>	<b>795,099</b>	
	<b>Account Sub-total</b>		<b>2,919,312</b>
232-3250-426-5020	Reserve Appropriations		-
	HOME-American Rescue Plan (ARP) Grant	1,778,641	
	<b>Budget Change Sub-total</b>	<b>1,778,641</b>	
	<b>Account Sub-total</b>		<b>1,778,641</b>
247-3070-428-4704	Veterinary Services		100,000
	PETCO Grant rec'd in FY 2021	100,000	
	<b>Budget Change Sub-total</b>	<b>100,000</b>	
	<b>Account Sub-total</b>		<b>200,000</b>
248-3445-434-6135	Equipment & Machinery		25,000
	Carry forward due to supply chain delay for thermoplastic applicator	104,618	
	<b>Budget Change Sub-total</b>	<b>104,618</b>	
	<b>Account Sub-total</b>		<b>129,618</b>
349-9501-491-9387	Transfer to Fund 387 W&S CIP		8,794
	Move flatbed trailer from Sanitary Sewer to the Fire Department	2,993	
	<b>Budget Change Sub-total</b>	<b>2,993</b>	
	<b>Account Sub-total</b>		<b>11,787</b>
350-3490-800-6103	Infrastructure		-
	Carry forward budget for Golf Course lighting	21,336	
	<b>Budget Change Sub-total</b>	<b>21,336</b>	
	<b>Account Sub-total</b>		<b>21,336</b>

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
524-0515-521-6903	Construction (HVAC Project 190005)		11,983,600
	Additional funding for HVAC project: FAA Grant of and City's match from KFHRA	38,059	
	<b>Budget Change Sub-total</b>	<b>38,059</b>	
	<b>Account Sub-total</b>		<b>12,021,659</b>
525-0505-521-4426	Promotion & Advertising		-
	Carry forward budget for services contracted thru December	5,500	
	<b>Budget Change Sub-total</b>	<b>5,500</b>	
	<b>Account Sub-total</b>		<b>5,500</b>
525-0505-521-4635	Equipment & Machinery		5,000
	Carry forward for logistical delay for telephones	5,100	
	<b>Budget Change Sub-total</b>	<b>5,100</b>	
	<b>Account Sub-total</b>		<b>10,100</b>
525-0505-521-4701	Consulting		175,000
	Carry forward budget for services contracted thru December	13,914	
	Rate Reconciliation Study	45,000	
	<b>Budget Change Sub-total</b>	<b>58,914</b>	
	<b>Account Sub-total</b>		<b>233,914</b>
525-9501-491-4485	Claims & Damages		25,325
	Carry forward for plumbing repair related to storm claim	4,650	
	<b>Budget Change Sub-total</b>	<b>4,650</b>	
	<b>Account Sub-total</b>		<b>29,975</b>
525-9501-491-9524	Transfer to AIP Grant Fund		370,000
	Additional funding for HVAC project; City's match	5,100	
	<b>Budget Change Sub-total</b>	<b>5,100</b>	
	<b>Account Sub-total</b>		<b>375,100</b>
529-0510-521-6907	PFC Projects		1,496,000
	Wayfinding Signage Improvements	300,000	
	PFC Administrative Fees	35,000	
	<b>Budget Change Sub-total</b>	<b>335,000</b>	
	<b>Account Sub-total</b>		<b>1,831,000</b>
540-3470-439-6135	Equipment & Machinery		-
	Carry forward due to supply chain delay for glass pulverizer	19,490	
	<b>Budget Change Sub-total</b>	<b>19,490</b>	
	<b>Account Sub-total</b>		<b>19,490</b>

**Expenditures (continued):**

<b>Account Number</b>	<b>Description</b>	<b>Budget Change</b>	<b>Original Budget</b>
540-9501-491-4485	Claims & Damages		280,507
	Carry forward budget for insurance claim at Transfer Station	21,068	
	<b>Budget Change Sub-total</b>	<b>21,068</b>	
	<b>Account Sub-total</b>		<b>301,575</b>
550-3420-438-4233	Equipment & Machinery		224,000
	Carry forward due to supply chain delay for pump	45,250	
	<b>Budget Change Sub-total</b>	<b>45,250</b>	
	<b>Account Sub-total</b>		<b>269,250</b>
550-4035-452-4701	Consulting		-
	Carry forward budget for water & sewer ongoing rate study	873	
	<b>Budget Change Sub-total</b>	<b>873</b>	
	<b>Account Sub-total</b>		<b>873</b>
550-4035-452-4720	Engineering Services		92,000
	Carry forward budget for onging pavement design manual project	7,500	
	Carry forward budget for infrastructure evaluation signed contract	32,000	
	<b>Budget Change Sub-total</b>	<b>39,500</b>	
	<b>Account Sub-total</b>		<b>131,500</b>
550-4035-452-6140	Computer Equipment/Software		-
	Carry forward unspent budget for projects, services, and purchases	1,678	
	<b>Budget Change Sub-total</b>	<b>1,678</b>	
	<b>Account Sub-total</b>		<b>1,678</b>
575-3445-434-4251	Vehicle		9,500
	Carry forward budget for sweeper replacement engine	24,830	
	<b>Budget Change Sub-total</b>	<b>24,830</b>	
	<b>Account Sub-total</b>		<b>34,330</b>
575-4035-452-4720	Engineering Services		145,000
	Carry forward budget for onging Bermuda Ditch retaining wall project	37,131	
	<b>Budget Change Sub-total</b>	<b>37,131</b>	
	<b>Account Sub-total</b>		<b>182,131</b>
627-2705-419-4640	Computer Equipment/Software		590,839
	Carry forward budget due to billing delay	24,750	
	COVID grants for social distancing	120,545	
	<b>Budget Change Sub-total</b>	<b>145,295</b>	
	<b>Account Sub-total</b>		<b>736,134</b>
	<b>EXPENDITURES TOTAL</b>	<b>\$4,901,104</b>	<b>\$ 26,005,438</b>

**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 law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 25<sup>th</sup> day of January, 2022, 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**

\_\_\_\_\_  
Jose L. Segarra  
MAYOR

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Lucy C. Aldrich  
City Secretary

\_\_\_\_\_  
Traci S. Briggs  
City Attorney





# BUDGET AMENDMENT

PH-22-012

January 18, 2022

# Budget Amendment Purpose

2

- ❑ Carry forward unspent budget for projects, services, and purchases that began in FY 2021 and not completed by the end of the fiscal year
- ❑ Budget amendments that have been identified
- ❑ City Charter requires City Council approval to increase the budget of a fund or move budgets between departments

# Carry Forward Requests

3

□ General Fund	\$1,238,214
□ Hotel Occupancy Tax Fund	\$72,765
□ Community Development (CDBG) – Rev/Exp	\$795,099
□ Child Safety Fund	\$104,618
□ Golf Capital Projects Fund	\$21,336
□ Aviation Fund	\$29,164
□ Solid Waste Fund	\$40,558
□ Water & Sewer Fund	\$87,301
□ Drainage Fund	\$61,961
□ Information Technology Internal Service Fund	\$24,750

# Other Budget Amendments

4

- Move funding for Community Engagement Coordinator
  - ▣ City Manager's Office \$74,563
  - ▣ Recreation Services (\$74,563)
- Animal Services Donation
  - ▣ PETCO Grant (FY 2021) \$100,000

# Other Budget Amendments (cont'd)

5

## □ Aviation items:

- Rate Reconciliation Study \$45,000
- TXDOT ARPA Airport Grant \$32,000
- Additional funding for HVAC project \$38,059
  - FAA Grant of \$32,959; City's match from KFHRA \$5,100
- Passenger Facility Charge (PFC) Projects \$335,000
  - Wayfinding Signage Improvements \$300,000
  - PFC Administrative Fees \$35,000



# Recommendation

7

City Council approve the ordinance amending the FY 2022 Annual Budget



# City of Killeen

## Legislation Details

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**File #:** DS-22-007    **Version:** 1    **Name:** Discuss Financial Governance Policy Updates  
**Type:** Discussion Items    **Status:** Discussion Items  
**File created:** 12/14/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Discuss Financial Governance Policy Updates  
**Sponsors:** City Manager Department, Finance Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Draft Financial Governance Policy Presentation](#)

Date	Ver.	Action By	Action	Result
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# City of Killeen

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## Financial Governance Policy

Finance Department  
TBD February 23, 2021



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## II. INTRODUCTION

The City of Killeen financial policies set forth the basic framework for the fiscal management of the City. These policies were developed within the parameters established by applicable provisions of the Texas Local Government Code, the Texas Property Tax Code, the City of Killeen Charter, the Government ~~Financial~~ Finance Officers Association, and the Governmental Accounting Standards Board. The policies are intended to assist the City Council and City staff in evaluating current activities and proposals for future programs while maintaining a long-term stable and positive financial condition. The watchwords of the City's financial management include integrity, prudent stewardship, long-term planning, accountability, and transparency. The policies will be reviewed and updated on an annual basis as established in Section VI. Fiscal Monitoring. Upon adoption of these financial policies, City Council authorizes the City Manager to interpret the policies, implement all policies, and manage the City within the boundaries of the policies.

### **III. ANNUAL BUDGET**

#### **A. FISCAL YEAR**

The fiscal year of the City of Killeen shall begin on the 1st day of October and shall end on the last day of September of each calendar year. Such fiscal year shall also constitute the accounting and budget year.

#### **B. BUDGET PROCESS**

At the beginning of the budget process each year, the City Council will review the financial policies and have strategic discussions to determine the City Council's priorities. The City Council will provide the City Manager specific direction of their priorities.

Operating departments shall submit their annual budgets to the City Manager within fiscal parameters provided by the City Manager's Office. Departments will focus on accomplishing their core mission and stay within the budget parameters set by the City Manager. Expenditure requests outside of the parameters must be submitted as separate budget decision packages to the City Manager. The City Manager will determine which decision packages, if any, to include in the proposed budget. The City Manager will balance the operating budget against current revenue prior to submitting it to the City Council.

The City Manager shall prepare and submit to City Council a proposed budget in accordance with the guidelines set forth in the City Charter, Article V and the guidance set forth in the financial policies.

**C. BUDGET TIMELINE**

Date	Event	Governing Source
January 31 <sup>st</sup>	Last day for City Council to begin the review of the financial policies	<ul style="list-style-type: none"> <li>City of Killeen Financial Governance Policy IV(B) requires annual review to begin no later than the end of January.</li> </ul>
July	City Manager submits proposed budget to City Council  City Council sets the time and place of the public hearing on the budget	<ul style="list-style-type: none"> <li>City Charter V(50) requires budget to be submitted to City Council not less than forty-five days prior to the beginning of fiscal year.</li> <li>City Charter V(54) requires City Council to fix the time and place of a public hearing on the budget at the meeting it is submitted.</li> </ul>
July 25 <sup>th</sup>	Certified tax roll received from Appraisal District	<ul style="list-style-type: none"> <li>Property Tax Code 26.01(a) requires Chief Appraiser to submit certified roll by July 25<sup>th</sup>.</li> </ul>
July / August	Budget Public Hearing	<ul style="list-style-type: none"> <li>Local Government Code 102.006(b) requires a public hearing to occur after the 15<sup>th</sup> day the proposed budget is filed with the municipal clerk and before the governing body makes its tax levy.</li> <li>City Charter V(54), (55)&amp;(56) requires a public hearing to be held on the budget. City Council may make changes to the proposed budget after the public hearing. Before inserting additional items or increasing appropriations, a public hearing must be held.</li> </ul>
August	Tax rates (voter-approval and no-new-revenue rates) submitted to City Council  City Council sets the preliminary tax rate	<ul style="list-style-type: none"> <li>Property Tax Code 26.04(e) states rates must be submitted to City Council by August 7<sup>th</sup> or as soon thereafter as practicable.</li> <li>Property Tax Code 26.05(a) – Must adopt a tax rate that exceeds the voter-approval tax rate not later than the 71<sup>st</sup> day before the next uniform election date prescribed by the Election Code, Section 41.001, that occurs in November of that year.</li> <li>Election Code 3.005(c) – For an election to be held on a uniform election date, the election shall be ordered not later than the 78<sup>th</sup> day before election day.</li> <li>Property Tax Code 26.05(d-1) – May not hold public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the fifth day after the date the chief appraiser delivered notice required by Section 26.04 (e-2) and complied with</li> </ul>

	Tax Rate Public Hearing	<p>Section 26.17 (f) (Database of Property-Tax-Related Information).</p> <ul style="list-style-type: none"> <li>• City Council sets the preliminary tax rate, which establishes the tax rate ceiling for the upcoming fiscal year. If the preliminary tax rate exceeds the voter-approval rate, the tax rate public hearing must occur in August prior to the deadline to call an election. If the preliminary tax rate does not exceed the voter-approval rate, the tax rate public hearing may occur in August or September.</li> </ul>
August / September	<p>Adoption of:</p> <ul style="list-style-type: none"> <li>• Budget</li> <li>• Tax rate</li> </ul>	<ul style="list-style-type: none"> <li>• If preliminary tax rate exceeds the voter-approval rate, the budget and tax rate must be adopted in August.</li> <li>• If preliminary tax rate does not exceed the voter-approval rate, the budget and tax rate may be adopted in August or September.</li> </ul>
September 20 <sup>th</sup>	Last day per City Charter to adopt budget and tax rate	<ul style="list-style-type: none"> <li>• City Charter V(59) requires the budget to be adopted by September 20<sup>th</sup> or the budget as submitted by the City Manager is deemed to be adopted.</li> </ul>

**D. BUDGET PRESENTATION**

The City Manager shall present the budget in a manner that shows expenditures and revenues for the last completed fiscal year, the estimated amount for the current fiscal year, and the proposed amount for the ensuing fiscal year in accordance with the City Charter, Article V.

The City Manager shall submit the proposed budget no later than the forty-fifth (45) day before the start of the new fiscal year in accordance with the City Charter.

**E. BUDGET FILING**

The budget and all supporting schedules shall be filed with the City Secretary when submitted to the City Council and shall be a public record for inspection by anyone.

Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget, as finally adopted, shall be filed with the Clerk of Bell County (Local Government Code §102.009(d)), the City Secretary, and the State Comptroller of

Public Accounts at Austin. The final budget will also be posted on the City website (Local Government Code §102.008(2)).

#### F. BUDGET PUBLIC HEARINGS

A public hearing shall be conducted by the City Council, allowing interested citizens to express their opinions concerning items of expenditures or revenues. The City Council shall set the hearing for a date occurring no earlier than the 16th day after the date the proposed budget is filed with the City Secretary but before the date the City Council makes its tax levy (Local Government Code §102.006).

The notice of hearing shall be published not less than 10 days nor more than 30 days before the hearing (Local Government Code §102.0065).

After conclusion of such public hearing, the City Council may insert new items or may increase or decrease the items of the Budget, except items in proposed expenditures fixed by law. Before inserting any additional item or increasing any item of appropriation, it must cause to be published a notice setting forth the nature of the proposed increases and fixing a place and time, not less than five days after publication, at which the City Council will hold a public hearing thereon (City Charter, Article V, Section 56).

After such further hearing, the City Council may insert the additional item or items, and make the increase or increases, to the amount in each case indicated by the published notice, or to a lesser amount, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such total proposed expenditures (City Charter, Article V, Section 57).

#### G. BUDGET ADOPTION

The budget shall be adopted by the favorable vote of a majority of the members of the whole City Council (City Charter, Article V, Section 58). The budget shall be finally adopted not later than the twentieth day of the last month of the fiscal year. Should the City Council take no action on or prior to such day, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council (City Charter, Article V, Section 59). If the City Council does not adopt a tax rate, the tax rate for that year will be the lower of the no-new-revenue rate or the tax rate adopted the previous year (Texas Property Tax Code §26.05(c)).

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes therein named. The City Council may only spend City funds in strict



compliance with the budget, except in an emergency (Local Government Code §102.009(b)). This does not prevent the City Council from making changes in the budget for municipal purposes (Local Government Code §102.010).

From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute a determination of the amount of the levy for the purposes of the City in the corresponding tax year. Upon adoption, the City may only levy taxes in accordance with the budget (Local Government Code §102.009(a)).

The total estimated expenditures of each fund shall not exceed the total estimated resources of the fund (prospective income plus cash on hand). The classification of revenue and expenditure accounts shall conform, as nearly as local conditions will permit to the uniform classification as promulgated by the Governmental Accounting Standards Board (GASB).

**H. REVENUE PROJECTIONS**

When developing the annual budget, the City Manager shall project revenues from each source based on actual collections from the preceding year and estimated collections of the current fiscal year, while considering known circumstances that will affect revenues for the new fiscal year. In order to maintain stability in service delivery, the City shall use a realistic, objective, and analytical approach when preparing revenue estimates. To protect the City of Killeen’s financial integrity, the City will maintain a diversified and stable revenue system to shelter it from fluctuations in any one revenue source. The City of Killeen will consider market rates and charges levied by other public and private organizations for similar services in establishing tax rates, fees and charges.

**I. PROPERTY TAXES**

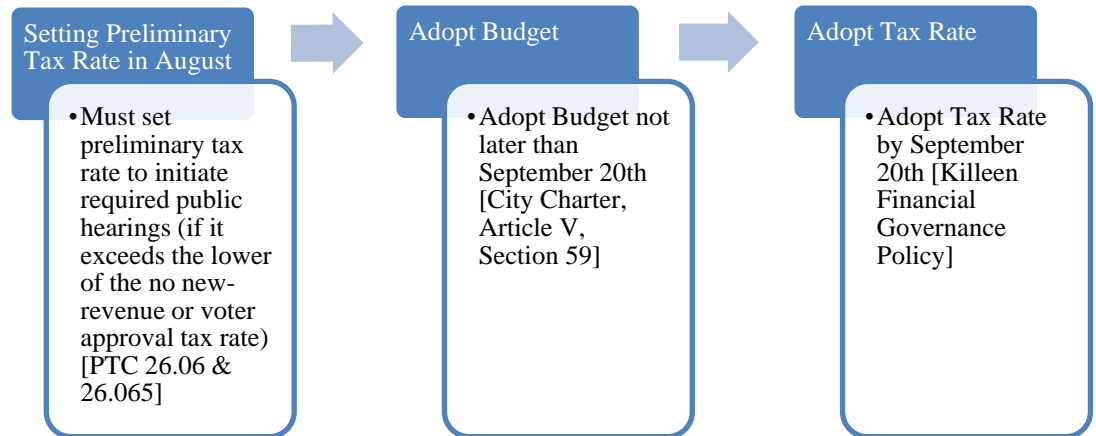
**1. TAX RATE TYPES**

For every annual budget, the City of Killeen levies two property tax rates: maintenance/operation and interest/sinking. The interest/sinking levy must be sufficient to meet all principal and interest payments associated with the City’s outstanding general obligation debt for that budget year. The interest/sinking levy and related expenditures shall be accounted for in the Debt Service Fund. The maintenance/operation levy shall be accounted for in the General Fund. If the City’s tax rate is set above the voter-approval tax rate, the amount of the levy above the voter-approval rate shall be used for non-recurring expenditures.

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## 2. SETTING TAX RATE

The City Council must adopt a tax rate not later than the twentieth day of the last month of the fiscal year. The annual tax rate must be set by ordinance. All actions related to the setting of the tax rate must be in accordance with Texas Property Tax Code and Local Government Code.



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## 3. PROPERTY TAX POLICIES

The City of Killeen will levy the lowest tax rate on the broadest tax base to achieve its mission and goals. Mandated exemptions will be provided to homeowners, senior citizens, and disabled citizens. Minimal additional exemptions will be provided. The City may consider providing tax abatements or other incentives to encourage development.

### J. 20 YEAR FORECAST OF REVENUES AND EXPENDITURES

A 20-year forecast of revenues and expenditures, to include a discussion of major trends affecting the City's financial position, shall be prepared in conjunction with the annual budget process. The forecast shall also examine critical issues facing the City, economic conditions, and the outlook for the upcoming budget year.

## **IV. BASIS OF ACCOUNTING AND BUDGETING**

### **A. CONFORMANCE TO ACCOUNTING PRINCIPLES AND RECOMMENDED PRACTICES**

The City's accounting practices, and financial reporting shall conform to Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

### **B. ORGANIZATION OF FUNDS AND ACCOUNTS**

The financial transactions of the City of Killeen are accounted for and recorded in individual funds and account groups. In general, the City will maintain the minimum number of funds consistent with legal and managerial requirements.

### **C. BUDGET BASIS**

Budgets shall be prepared and adopted on a basis consistent with generally accepted accounting principles for all governmental funds and proprietary funds.

### **D. ENCUMBRANCES**

Encumbrance accounting shall be used. Outstanding encumbrances are reported as assignments of fund balances and do not constitute expenditures or liabilities since the amounts will be expended the subsequent fiscal year.

### **E. GASB STATEMENT 34**

The issuance of Statement 34 by GASB has influenced the creation and reporting of individual funds. GASB 34 essentially mandates dual accounting systems: one for government-wide (i.e. the government as a single entity) reporting and another for individual fund reporting. Under GASB 34 for individual funds, the City will continue utilizing the accounting and budgeting processes as described above. However, because GASB 34 mandates the flow of economic resources measurement focus and accrual basis of accounting for the government-wide reporting, extensive reconciliation must be performed to present aggregated fund information in the government-wide reporting model. Therefore, operating funds will be created with the objective of minimizing the reconciliation necessary for government-wide reporting.



## **V. BUDGET ADMINISTRATION**

### **A. LEVEL OF CONTROL**

All expenditures of the City of Killeen shall be made in accordance with the annual budget. The legal level of control (the level at which expenditures may not legally exceed appropriations) is the fund. During the fiscal year, conditions may arise that require modifications to the budget.

### **B. AMENDING THE BUDGET**

Texas law provides for two types of expenditure budget amendments.

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#### **1. AMENDMENTS**

The City Council may amend or change the budget by ordinance. Ordinances amending the budget must be filed with the City Secretary. The City Secretary will attach the amendment to the original budget (Local Government Code §102.009(c) and Local Government Code §102.010). All approved budget amendments must also be filed with the Clerk of Bell County (Local Government Code §102.009(d)).

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#### **2. TRANSFERS**

Transfers between expenditure accounts will be approved in accordance with City Charter, Article VII.



## **VI. FISCAL MONITORING**

The City shall prepare and present regular reports that analyze, evaluate, and forecast the City's financial performance and economic condition.

### **A. FINANCIAL STATUS REPORTS**

Quarterly reports comparing expenditures and revenues to the current budget, projecting expenditures and revenues through the end of the year, noting the status of unassigned fund balances, assigned fund balances, and available working capital to include dollar amounts and percentages, and outlining any remedial actions necessary to maintain the City's financial position shall be prepared by the Finance Department and reviewed by the City Manager.

### **B. COMPLIANCE WITH CITY COUNCIL POLICIES**

All financial policies will be reviewed annually by the City Council and updated, revised, or refined as deemed necessary. The review will begin no later than the end of January. Policies adopted by the City Council are guidelines, and occasionally, exceptions may be required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained prior to receiving City Council consent for the variance.

### **C. MONITORING FINANCIAL POLICY COMPLIANCE**

1. External auditors will identify areas of non-compliance through the annual audit process.
2. At the request of City Council through the Audit Committee, the City Auditor will perform a more in-depth review of any portion of the policy.





## VII. AUDITING AND FINANCIAL REPORTING

The City shall comply with prevailing federal, state, and local statutes and regulations, as well as current professional principles and practices.

### A. MONTHLY FINANCIAL REPORTING

Monthly reports shall be prepared comparing expenditures and revenues to the current budget. Explanatory notes and charts may be included, as needed. A summary report on the contracts awarded, capital projects completed, and status of the City's various capital programs may be included in the monthly reports.

Preliminary reports shall be provided to the City Manager within twenty (20) days following the conclusion of each calendar month. The final monthly report will be provided to City Council through the City Manager (City Charter, Article VII, Section 70(3)) within thirty (30) days following the conclusion of each calendar month, and will be posted to the City's website.

### B. ANNUAL FINANCIAL REPORTING

Following the conclusion of the fiscal year, the Finance Department shall prepare an ~~an Comprehensive~~ Annual Financial Report (CAFR) in accordance with generally accepted accounting and financial reporting principles established by GASB. The document shall also satisfy all criteria of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program.

The CAFR shall include the results of the annual audit prepared by independent certified public accountants designated by the City Council. The CAFR shall be filed with the City Secretary within 180 days of fiscal year end (Local Government Code §103.003).

### C. EXTERNAL AUDIT

Prior to the end of each fiscal year, the City Council shall designate qualified Certified Public Accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the city government and shall submit their report to the City Council (City Charter, Article III, Section 40).

#### D. SELECTION OF AUDITORS

No later than every five years, the City shall request proposals from qualified independent firms of certified public accountants to perform an annual audit of the books of account, records and transactions, opine on the CAFR and Single Audit Report and report the results and recommendations to City Council (City Charter, Article III, Section 40). The Audit Committee shall review all proposals and submit their recommendation to the City Council for approval. The City shall change auditors no later than every five years.

#### E. INTERNAL AUDIT

The function of internal audit shall be an assignment of the City Council. The City Auditor will annually identify appropriate operations and practices to be reviewed in developing an annual Internal Audit Work Plan, which will be submitted to the Audit Committee for approval. Other projects may be added or amended as needs arise.

Reviews of operation on the identified topics will be conducted, examining for all fiduciary and financial controls, compliance, risk minimization, and general operational integrity. Recommendations and findings will be submitted to the Audit Committee for each work plan element, and the City Manager's Office will be responsible for implementation of proposed improvements. It is desirable to have periodic reviews of the franchise fees received by the City. The Audit Committee will determine the frequency and scope of the franchise fee review in the annual Internal Audit Work Plan.

Internal audit policies and procedures will be maintained by the internal audit department.

## VIII. REVENUES

### A. ACCEPTANCE OF DONATED PROPERTY

Restricted and unrestricted cash donations or other gifts offered to the City must be approved by the City Manager prior to acceptance. The determination to accept or reject the donation will be based upon the best interest of the City, considering such things as projected operating, maintenance, and insurance costs. The current [utility bill](#) donations programs are listed in Section XXIII of this document.

### B. USER FEES AND RATES

User fees shall be reviewed annually to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. The City Council shall approve fees except when formally delegated to the City Manager.

#### 1. USER FEES AND RATES APPROVED BY CITY COUNCIL

The City Council shall approve the fees and rates contained in this section. All other fees and rates are delegated to the City Manager.

- User fees and rates that statutorily require the approval of the governing body;
- Solid Waste Rates (Code of Ordinances, Chapter 24, Article II, Division 6, Section 24-115(a), and Section 24-116(a),(b),(c-1),(d), and (e));
- Street Maintenance Fee (Code of Ordinances, Chapter 25, Article VII, Section 25-230);
- Water Rates (Code of Ordinances, Chapter 30, Article IV, Division 2);
- Sewer Rates (Code of Ordinances, Chapter 30, Article IV, Division 2);
- ~~and~~
- Drainage Utility Fee (Code of Ordinances, Chapter 32, Article I, Section 32-9);
- ~~and~~
- Water & Wastewater Impact Fees (Code of Ordinances, Chapter 33, Article II, Section 24-25).

The fees and rates delegated to the City Manager shall follow these parameters:

- The fees and rates shall not be higher than the average benchmark fee and/or rate of Killeen's average peer review cities.

- The City Manager shall cause to be published an annual fee schedule no later than the end of March for the following fiscal year.

Fees and rates that are not included in the annual fee schedule posted by the end of March must be approved by the City Manager and follow the benchmarking requirement above. These fees and rates will be incorporated into the annual fee schedule. Fees and rates affected by federal and/or state regulations will be revised to remain in compliance with federal and/or state law, and incorporated into the annual fee schedule.

The City Manager is authorized to change rates for promotional purposes.

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## 2. ENTERPRISE FUNDS

It is the intention of the City that all utilities and enterprise funds be self-supporting. Utility rates and enterprise fund user fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, bond coverage requirements, provide funding for capital improvements, and provide adequate levels of working capital. The City shall seek to eliminate all forms of subsidization to utility/enterprise funds from the General Fund.

Utility rate analyses shall be performed no later than every three (3) years.

User fees, particularly utility rates, should identify the relative costs of serving different classes of customers to the extent possible.

Free services will be provided to no one.

## C. WATER AND SEWER RATE

Water and Sewer rates are comprised of multiple components. The components of the rates include a (1) base charge and a (2) variable rate charge.

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### 1. WATER RATE

Base charge – applies to users that consume 0 – 2,000 gallons monthly.

Variable rate charge – applies to users that exceed 2,000 gallons monthly:

- 2,001 to 25,000 ~~15,000~~ gallons – ~~\$3.473.38~~ per 1,000 gallons
- 15,001 to 30,000 gallons - \$4.03 per 1,000 gallons
- 25,000+Over 30,000 gallons – \$3.784.81 per 1,000 gallons

Example of single-family residential unit that uses 6,000 gallons monthly:

Base charge	<del>\$12.70</del> <u>13.54</u>
Variable rate charge	<del>12.68</del> <u>13.52</u>
Total water charges	<del>\$25.38</del> <u>27.06</u>

## 2. SEWER RATE

Base charge – applies to users that consume 0 – 3,000 gallons monthly (base charge for single-family residential, and up to four unit multi-family residential property, includes \$0.50 for warranty protection of sewer lateral repairs within the right-of-way).

Variable rate charge – applies to users that exceed 3,000 gallons monthly (single-family residential capped at 10,000 gallons).

- 3,000 to 10,000 gallons - \$3.80 per 1,000 gallons (single-family residential)

Example of single-family residential unit that uses 6,000 gallons monthly:

Base charge	\$19.26
Variable rate charge	<u>11.40</u>
Total sewer charges	\$30.66

## D. SUPPLEMENTARY FUNDING

Where possible, the City of Killeen will maximize its financial resources by obtaining supplementary funding through contributions and agreements with other public and private agencies for the provision of public services or the construction of capital improvements.

## E. INVESTMENTS

The City shall have an investment policy and will invest idle cash to obtain interest income within the constraints of the policy. Section XXII of this document provides the policy. The investment policy established the following four objectives:

- Preservation of capital and the protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated disbursement and cash flow.

- Avoidance of any transaction that might impair public confidence in the City's ability to govern effectively.
- Attainment of a market rate of return equal to or higher than the performance measure established by the Executive Director of Finance that is commensurate with the acceptable risk and liquidity objectives of the policy.

#### **F. GRANTS**

The City will only utilize grants that meet the objectives and priorities identified by the City Council. Advance knowledge of how the City will pick up or abandon costs when a grant ends is required. Section XX of this document provides more information on the management of grants.

#### **G. USE OF ONE-TIME REVENUES**

The City shall use one-time revenues for one-time expenditures.

#### **H. USE OF UNPREDICTABLE REVENUES**

The City shall exercise caution with the use of unpredictable revenues for ongoing expenditures by directing such to one-time expenditures.

#### **I. REVENUE COLLECTION AND ADMINISTRATION**

The City shall maintain high collection rates for all revenues by keeping the revenue system as simple as possible in order to facilitate payment. In addition, since revenue should exceed the cost of producing it, the City shall strive to control and reduce administrative costs. The City shall, to the full extent allowed by state law, pursue collection of all delinquent taxes and other overdue payments owed the City.

#### **J. WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS**

The City shall monitor payments due to the City (accounts receivable). The City Manager or designee has the authority to periodically write-off accounts where collection efforts have been exhausted and/or collection efforts are not feasible or cost-effective.

## **IX. OPERATING EXPENDITURES**

The City shall ensure fiscal stability and the effective and efficient delivery of services, through identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.

### **A. CURRENT FUNDING BASIS**

The City shall operate on a current funding basis. Expenditures shall be budgeted and controlled to not exceed current revenues plus the planned use of fund balance. (The Fund Balance/Working Capital Policy Statements shall guide the use of fund balance.)

### **B. AVOIDANCE OF OPERATING DEFICITS**

The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue re-estimates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance within the Fund Balance/Working Capital Policy Statements. Expenditure deferrals into the following fiscal year or use of one-time revenue sources for operating purposes shall be avoided.

### **C. PURCHASING**

The City shall have a purchasing policy that ensures the City conducts its purchasing and procurement functions efficiently and effectively, fully complying with applicable Federal and State laws, City ordinances, and in accordance with established internal controls. The City Manager will determine the method of purchase that provides the best value to the City in instances when a method other than competitive sealed bidding is being considered (Local Government Code § 252.02(C)).

The City may refuse to enter into any contract or other transaction with any person or entity that is indebted to the City (Local Government Code § 252.0436(A)).

The City will not contract with entities that are involved in litigation with the City without City Council approval.

The City Manager may approve all contract change orders that involve an increase or decrease to the original contract of \$50,000 or less (Local Government Code § 252.048(C)). However, once the cumulative amount of change orders for a single contract reach \$500,000, all future change orders for the contract must be taken to

the City Council for approval, regardless of the amount (Governing Standards and Expectations, Sec. 4-160).

The City will move toward centralized purchasing in accordance with a plan to be established by the City Manager.

#### D. CLASSIFICATION OF OPERATING EXPENDITURES

Operating expenditures shall be accounted for, reported, and budgeted for in the following major categories:

- ~~Salaries and Benefits~~ Personnel Services
- ~~Maintenance and Supplies~~ Supplies
- Repair & Maintenance
- Support Services
- Minor Capital
- Professional Services
- ~~Contracts~~ Designated Expenses
- Capital Outlay (~~Exclusive of CIP projects~~)

#### E. ANNUAL APPROPRIATION

The annual budget appropriations shall equal the estimated revenues and match recurring revenues with recurring expenditures to the extent possible. The budget will be established in a manner to minimize the impact on the quality and scope of city services.

#### F. CONTINUOUS IMPROVEMENT

The City Manager shall strive to undertake periodic staff and third-party reviews of City programs for both efficiency and effectiveness. As appropriate, the privatization and contracting of services with other governmental agencies or private entities will be evaluated as alternative approaches to service delivery. Programs that are determined to be unresponsive, inefficient, and/or ineffective shall be reduced in scope or eliminated.

#### G. PERSONNEL EXPENDITURES

Personnel expenditures will reflect the optimal staffing needed to provide established quality and scope of city services. To attract and retain employees necessary for providing high-quality service, the City shall maintain a



compensation and benefit package competitive with relevant public and private sector employers.

#### H. MAINTENANCE OF CAPITAL ASSETS

The City shall strive to maintain capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, and to continue service levels. Future maintenance costs will be estimated and planned for at the time a capital project is approved.



## **X. FUND BALANCE**

The purpose of this policy is to establish guidelines for governmental fund balances in accordance with Governmental Accounting Standards Board Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions.

### **A. GOVERNMENTAL FUND BALANCES**

The City recognizes that unassigned fund balance is an important measure of economic stability. It is the goal of the City to achieve and maintain an unassigned fund balance in the General Fund equal to 18-22% of operating expenditures to mitigate financial risk that can occur from unforeseen revenue fluctuations, significant unanticipated expenditures, and natural disasters.

The annual budget shall be presented to City Council with the General Fund reflecting an ending unassigned fund balance in the current budget year, which is no less than 18% of that fund's annual operating expenditures. The City considers a balance less than 18% to be cause for concern, barring unusual or deliberate circumstances. If unassigned fund balance falls below the established minimum, the City shall refrain from making additional appropriations from fund balance and shall appropriate funds in future budgets to replenish the fund balance based upon a time table deemed adequate by the City Council, not to exceed three years.

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#### **1. DEBT SERVICE FUND**

The City will maintain a debt service reserve in the General Debt Service Fund in an amount that ensures compliance with outstanding bond covenants and related bond requirements.

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#### **2. SPECIAL REVENUE FUNDS**

The City will maintain an unassigned fund balance of 18-22% of operating expenses (including operating transfers out and debt service payments) in the following special revenue fund:

- Hotel/Motel Tax Fund

## B. ORDER OF FUND EXPENDITURE

The City will utilize funds in the following spending order:

- Restricted
- Committed
- Assigned
- Unassigned

## C. FUND BALANCE APPROPRIATIONS

General Fund unassigned fund balances in excess of the 22% goal established above shall be transferred to the Capital Projects Fund. The City of Killeen will exercise diligence in avoiding the appropriation of fund balance for recurring operating expenditures. In the event fund balance is appropriated for recurring operating expenditures to meet the needs of the community, the budget document shall include an explanation of the circumstances requiring the appropriation and the methods to be used to address the future use of fund balance for operating expenditures.

## D. NON-GOVERNMENTAL FUND BALANCES

Insofar as the above policies and fund balance categories do not apply to proprietary funds, the City recognizes the need to apply a different minimum balance policy to the proprietary funds, in order to ensure continued operation in the event of a natural disaster or significant shortfall in revenues. The proprietary funds will pay (where applicable) their fair share of general and administrative expenses, in-lieu-of-property taxes, and/or franchise fees.

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### 1. ENTERPRISE FUNDS

The City will maintain a working capital balance (current assets minus current liabilities) of 18-22% of operating expenses (including operating transfers out and debt service payments) to mitigate financial risk. The annual budget shall be presented to Council with each proprietary fund reflecting an ending working capital balance that is no less than 18% of operating expenses.

Working capital balances in excess of the 22% goal established above shall be appropriated for non-recurring capital projects or programs. Should working capital fall below the minimum, the City shall refrain from making additional appropriations from fund net assets. If a proprietary fund is

temporarily unable to pay all expenses, then the City Manager may waive general and administrative expenses, in-lieu-of-property taxes, and/or franchise fees until the fund is able to pay them. The City Council may pay out-of-pocket expenses that a fund is temporarily unable to pay with inter-fund loans, to be repaid at a future date.

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2. ENTERPRISE FUNDS – DEBT SERVICE RESERVE

The City will maintain a minimum debt service reserve for enterprise funds in an amount that ensures compliance with outstanding bond covenants and related bond requirements.

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3. INTERNAL SERVICE FUNDS

The City will maintain a minimum working capital balance of 3% of operating expenditures (including operating transfers out) to mitigate financial risk. The annual budget shall be presented to City Council with each internal service fund reflecting an ending working capital balance that is no less than three percent of operating expenditures (including operating transfers out). This calculation does not include non-recurring items.

Working capital balances in excess of 3% shall be appropriated for non-recurring capital expenses, capital projects, or returned to the contributing fund. Should working capital fall below the minimum, the City shall refrain from making additional appropriations from fund net assets.

In addition, the City acknowledges that initially, not all proprietary funds will meet the minimum requirement for working capital outlined in this policy. A fund will be considered compliant with this policy as long as the financial position shows continuous improvement each fiscal year.



## **XI. INTER-FUND LOANS**

Inter-fund loans are amounts provided between funds of the City of Killeen with a requirement for repayment.

### **A. SHORT-TERM BORROWING**

The City Manager is authorized to approve temporary inter-fund borrowings for cash flow purposes whenever the cash shortfall is expected to be resolved within 45 days. The most common use of inter-fund borrowings under this circumstance is for grant programs like the Community Development Block Grant, where costs are incurred before drawdowns are initiated and received. However, receipt of funds is typically received shortly after the request for funds has been made.

### **B. REVIEW AND APPROVAL**

Any movement of funds from one fund to another (with the exception of short-term borrowings above) requires the approval of City Council. Additionally, all inter-fund loan proposals must be reviewed and approved by the Executive Director of Finance and the City Manager or designee.

### **C. FUNDING SOURCE FOR LOANS**

The funding source of all inter-fund loans must be idle cash on deposit in a fund. During the term of the loan, the outstanding balance at any time must not be needed to finance normal operations. Adequate documentation (i.e., cash flow analysis) is required to support that loaned funds are idle.

### **D. USE OF LOAN PROCEEDS**

Inter-fund loans must only be made to finance short-term operating or capital needs of the borrowing fund. Short-term is defined as a period up to five (5) years.

### **E. REPAYMENT SOURCE**

The borrowing funds must have an identified revenue stream for the repayment of all principal and interest incurred. Management must provide documentation of ability to repay the obligation, and the department incurring the loan must execute an agreement described in section F below. Loans will not be approved if the obligor fund cannot substantiate the ability to finance current business and capital operations, make agreed upon loan repayments, and maintain sufficient cash to meet emergency needs.

## F. REPAYMENT TERM

All inter-fund loans must be repaid in no more than five (5) years from the date loan documents are executed.

## G. LEGAL DOCUMENTATION

All inter-fund loans are approved by the City Council and are consummated by loan agreements. Those agreements will stipulate the loan purpose, the loan amount, the term, repayment source, interest rate, and other information as required by the City's legal department.

## H. REPAYMENT

All idle City cash is pooled and invested to earn a return. The lending fund should recover this foregone investment revenue. Therefore, inter-fund loans are interest bearing except for advance funding for grants, reimbursement resolutions, or when senior management finds it appropriate to forego the payment of interest. The interest rate charged and paid must comply with all applicable laws and regulations. At a minimum, the rate charged will equal the weighted average return earned on the City's pooled cash.

## I. PROPRIETARY FUND LOANS

Excess pledged revenues can be used to make loans to other City Funds. Before making that determination, the proprietary fund must cover all obligations for operation and maintenance expenses, debt service expenses, debt service coverage, transfers to the General Fund, and operation reserve requirement.

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### 1. PURPOSE OF THE LOAN

To fund non-proprietary fund capital projects for which there is no other viable funding source, and which total amount falls between a minimum and maximum threshold.



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2. AGREEMENT

A formal written agreement between the proprietary fund and the receiving fund, clearly defining the terms and conditions of the agreement should be in place.

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3. DETERMINATION OF SURPLUS

Prior to a loan agreement being made, a determination of surplus must be made by meeting the following criteria:

- There ~~is~~are sufficient excess pledged revenues
- Coverage amounts meet or exceed the recommended ratios; and
- The reserve requirements are met.



## **XII. INTER-FUND TRANSFERS**

All inter-fund transfers between funds must be authorized by City Council. This authorization is obtained by approval of the Annual Budget or through budget amendment.

### **A. OPERATING FUNDS**

Inter-fund transfers are used to pay for actual general and administrative costs and to charge franchise fees to Proprietary Funds. Franchise fees (street rental fees) are assessed for the General Fund to gain back a portion of costs for the wear and tear on its streets, alleys, and rights-of-way and shall be limited to 9% of actual revenues within the applicable proprietary funds.

All inter-fund transfers between funds must be authorized by City Council. This authorization is obtained by approval of the Annual Budget or through budget amendment.

### **B. CAPITAL PROJECTS FUNDS**

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#### **1. GENERAL FUND**

Fund balances in excess of the 22% goal in the General Fund will be transferred to the Capital Projects Fund.

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#### **2. BOND FUNDS**

Surplus bond proceeds may be transferred to:

- Another bond fund of the same purpose.
- The debt service fund to reduce outstanding debt.
- Operating funds due to reimbursement resolutions approved by City Council

### **C. ENTERPRISE FUNDS**

Working capital in excess of the 22% goal in the enterprise funds will be transferred to the corresponding enterprise capital projects fund.



### **XIII. CAPITAL EQUIPMENT/PROJECT EXPENDITURES**

The City shall annually review the needs for capital improvements and equipment, the current status of the City's infrastructure, replacement and renovation needs, and potential new projects. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every capital project, all operation, maintenance, and replacement costs shall be fully costed, considered, and built into the long-term operating budget forecast.

#### **A. CAPITALIZATION THRESHOLD**

The GFOA recommends that "best practice" guidelines be followed in establishing capitalization thresholds for tangible capital-type items. Accordingly, the following criteria are followed:

- Individual items costing \$5,000 or more and capital projects whose total cost (in the aggregate) exceeds \$100,000 or more will be capitalized and depreciated according to GASB rules.
- Tangible, capital assets will only be capitalized if they have an estimated useful life of at least two years following the date of acquisition.
- Capitalization thresholds will be applied to individual items rather than groups or similar items.
- Only capital improvements that lengthen the estimated useful life of an asset or increase service capacity (effectiveness or efficiency) will be capitalized. Repairs and maintenance for an asset to retain its value are not capitalized.
- Records and procedures will be established to ensure adequate control over non-capitalized tangible assets. Departments must submit a certified report of all non-capitalized tangible assets to the Finance Department annually. It shall be the responsibility of the individual department directors to maintain records sufficient to demonstrate compliance with this policy.

#### **B. CAPITAL EQUIPMENT**

The City shall annually prepare a schedule for the replacement of its non-infrastructure capital assets (i.e., Fleet). Within the resources available each year, the City shall replace these assets according to the aforementioned schedule.

Expenditures for new (not replacement) capital equipment shall be made only to enhance employee productivity, improve quality of service, or expand scope of service.

## C. CAPITAL PROJECT EXPENDITURES

The City shall have capital projects policies to establish the basic framework for the planning, development, funding, and construction of capital improvement program projects. Capital projects are intended to include infrastructure or facility improvements and maintenance needs that exceed \$100,000 and have a useful life exceeding one-year.

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### 1. CIP BUDGET CARRYOVER

Appropriations for CIP projects lapse three years after budget adoption due to lack of activity. Projects which lapse from lack of project account appropriations may be resubmitted for inclusion in a subsequent CIP. Project accounts, which have been appropriated, will not lapse until completion of the project.

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### 2. CAPITAL PROJECTS RESERVE FUND

A Capital Projects Reserve Fund shall be established and maintained to accumulate reimbursements from other governmental agencies for the prior purchase of real property assets, proceeds from an occasional sale of surplus real property as approved by City Council, and transfers from the General Fund unassigned fund balance. This fund shall only be used to pay for expenditures such as land and building purchases, material maintenance and repairs, construction projects, feasibility, design, and engineering studies related to such projects, capital equipment and vehicles, and technology improvements. Expenditures from this fund should be aimed at protecting the health and safety of citizens and employees, protecting the existing assets of the City, ensuring public access to City facilities and information, and promoting community-wide economic development.

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### 3. UTILITY CAPITAL EXPENDITURES

The City of Killeen uses three funding sources for utility capital expenditures. First, utility rates will be designed to provide sufficient funding for a depreciation reserve which accumulates resources to replace or rehabilitate aging infrastructure. Second, the multi-year financial plan provides debt strategies to finance needed capital items. Third, annual transfers are made to capital rehabilitation and renewal projects from utility operations to maintain adequate funding for capital items.

## D. FINANCING

The City recognizes that there are three basic methods of financing capital needs. Funding may be budgeted and covered by current revenues, may come from fund balance, or borrowed through the issuance of debt. Debt financing includes general obligation bonds, revenue bonds, certificates of obligation, lease/purchase agreements, certificates of participation, tax notes, and other obligations permitted to be issued or incurred under Texas law. Guidelines for assuming debt are set forth in the Debt Policy Statements.

## E. SURPLUS BOND FUNDS

Surplus project funds may become available after the completion of a specific, authorized bond project or may result when a bond project is modified or eliminated without being simultaneously replaced by another eligible project. Surplus bond funds may be used for projects consistent with the authorized purpose of the bonds per the bond covenant to:

- Finance cost overruns on bond projects within the same bond proposition;
- Fund emergency projects;
- Reduce outstanding debt at the end of the bond program; and
- Fund newly identified projects within the authorized purposes of an approved bond proposition only after all authorized projects/categories within the same proposition are substantially complete. A project would be considered substantially complete when design has been fully completed, construction is substantially underway, and staff has prepared cost projections that include ample contingencies to complete the project in the event unforeseen costs should arise.





## XIV. DEBT

The City will attempt to support capital projects with appropriations from operating revenues or excess fund balances (i.e. “pay-as-you-go”) to minimize the issuance of debt.

### A. PRINCIPLES

- To minimize interest payments on issued debt, the City will maintain a rapid debt retirement policy by issuing debt with maximum maturities not exceeding the lesser of 25 years or the useful life of the improvement. Retirement of debt principal will be structured to ensure constant annual debt payments.
- The City will attempt to maintain base bond ratings (prior to insurance) equivalent to AA. The City shall continue to seek to enhance its credit quality by frequent contact and visits with the rating agencies, and monitoring the current trends and guidance from the agencies.
- When needed to minimize annual debt payments, the City will obtain insurance for new debt issues.
- Generally, competitive sale is preferred to a negotiated sale.
- In order to minimize the impact of debt issuance on the property tax rate and to assist the City in meeting its arbitrage requirements, the City will consider the sequential sale of bonds for the purpose of financing capital projects.

### B. USE OF DEBT FINANCING

Debt financing, to include general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, tax notes, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law, shall only be used to purchase capital assets and equipment that cannot be prudently acquired from either current revenues, assigned fund balance, or net position, and to fund infrastructure improvements and additions. The useful life of the asset or project should exceed the payout schedule of any debt the City assumes.

### C. ASSUMPTION OF ADDITIONAL DEBT

The City shall not assume more tax-supported general-purpose debt than it retires each year without conducting an objective analysis as to the City’s ability to assume and support additional debt service payments. When appropriate, self-supporting revenue bonds shall be considered before general obligation bonds.

## D. AFFORDABILITY TARGETS

### 1. GENERAL OBLIGATION BONDS

The City shall use an objective analytical approach to determine whether it can afford to assume new general-purpose debt (General Obligation bonds, tax notes, and Certificates of Obligation) beyond what it retires each year. This process shall take into consideration any potential impact to the City's credit ratings, the growth in the City's taxable assessed value, and the direct costs and benefits of the proposed expenditures. The decision on whether or not to assume new debt shall be based on these costs and benefits, the current conditions of the municipal bond market, and the City's ability to "afford" new debt as determined by the aforementioned standards.

### 2. REVENUE BONDS

Revenue bonds are secured solely by the revenues of an enterprise fund. As a result, the credit markets look at the type of enterprise securing the payment of debt service on the bonds to determine the level of security necessary for the purchase of the bonds.

Whether revenue bonds can be secured with gross revenues of the enterprise or net revenues (i.e., those revenues remaining after paying costs of operation and maintenance) is often determined by law. Coverage requirements, and the need for and level of reserve funds to provide additional security in support of revenue bonds, are subject to rating agency review and market standards.

Generally, for the City to issue additional water and sewer revenue bonds, net revenues, as defined in the ordinance authorizing revenue bonds, shall be a minimum of 125% of the average annual debt service. Annual adjustments to the City's rate structures will be made as necessary to maintain a minimum 125% coverage factor. Exceptions to these standards must be fully explained and justified.

Generally, for the City to issue additional drainage revenue bonds, gross revenues, as defined in the ordinance authorizing the revenue bonds, shall be at least 125% of the maximum annual debt service; net revenues (after operations and maintenance expenses) should be at least 125% of the annual debt service for financial planning purposes. Annual adjustments to the City's rate structures will be made necessary to maintain a minimum 125% coverage factor for net revenues.

Revenue bonds that may be issued to finance improvements for other enterprise fund activities (e.g., airports, convention centers, or solid waste facilities) will necessitate the consideration of coverage and reserve fund requirements unique to the enterprise fund, such that the revenue bonds will be creditworthy and marketable.

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### 3. CERTIFICATES OF OBLIGATION

Certificates of Obligation may be issued without public election to finance any public work project or capital improvement, as permitted by State law. However, it is the policy of the City to utilize Certificates of Obligation to finance public improvements for special circumstances and only after determining the City's ability to assume additional debt based on the standards identified above. Those special circumstances in which Certificates might be issued include, but are not limited to:

- Advance design of projects to get them “shovel ready” and accurately determine the bond amount.
- Cost overruns on a general obligation bond-financed capital improvement have occurred;
- “Emergency” conditions require a capital improvement to be funded rapidly including an evaluation of projects that are deemed to be non-discretionary and requires City action;
- Financial opportunities unexpectedly arise to leverage funds from other entities and reduce the City's capital cost for a community improvement;
- A capital improvement is a revenue-producing facility, but due to the nature of the project or the time it takes for the facility to become operational and produce revenues, the improvement may not generate sufficient revenues throughout the life of the improvement to support the indebtedness secured solely by the revenues to be produced by the improvement;
- It would be more economical to issue Certificates of Obligation rather than issuing revenue bonds;
- The timing of the construction of a capital improvement and the expense of calling a bond election for a single proposition would, in the opinion of staff and with the approval of the City Council, warrant the issuance of Certificates of Obligation to finance the capital improvement.

#### E. CALL PROVISIONS

Call provisions for bond issues shall be made as short as possible without penalty consistent with the lowest interest cost to the City. When possible, all bonds shall be callable only at par.

#### F. SALE PROCESS

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue or market conditions warrants a negotiated sale.

#### G. TIMING OF SALES

The City may use the cash received through the issuance of notes pursuant to the appropriation authority that may be available in accordance with the commercial paper programs to begin capital projects approved under those programs. The City may also consider using reimbursement resolutions and its cash to initiate certain projects. Consideration should be given to any lost interest earnings on the City's cash compared to the anticipated interest expense associated with the issuance of obligations by the City. This process will improve the City's ability to time its entry into the long-term fixed rate market and to manage its debt issuances and debt payments in order to minimize the impact on tax rates and utility rates.

#### H. RATING AGENCY PRESENTATIONS

Full disclosure of operations and open lines of communication shall be made to the rating agencies. City staff shall prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Moody's, Standard & Poor's, and Fitch.

## I. CONTINUING DISCLOSURE

The City is committed to providing continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. The City will work with Bond Counsel and its Financial Advisor to assist with meeting the requirements set forth in SEC Rule 15c2-12.

## J. DEBT REFUNDING

City staff shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the present value savings of a particular advance refunding (i.e., bonds that are paid off on a date that is more than 90 days after the date the refunding bonds are issued) should exceed 3.5% of the par amount of the refunded maturities.

## K. POST BOND ISSUANCE FEDERAL TAX COMPLIANCE

The City has issued or will issue from time to time bonds, notes or other tax-exempt obligations (collectively, the "Bonds"). The City is required by the terms of Section 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended ("Code"), and the U.S. Treasury Regulations promulgated thereunder ("Regulations"), to preserve the tax-exempt status of its Bonds subsequent to their issuance. Further, the Code and the Regulations impose record retention requirements on the City with respect to its Bonds.



## **XV. CASH MANAGEMENT**

Deposits of cash shall be made daily. The timing and availability of funds shall be analyzed in order to maximize interest earnings from investments. City staff shall monitor and manage activity in the City's bank accounts to optimize the availability of funds and interest earned. Written guidelines on cash handling, accounting, segregation of duties, and other financial matters shall be maintained.

### **A. POOLED CASH**

In order to provide liquidity adequate to meet the needs and demands of providing governmental services including unanticipated reductions in revenues or unplanned increases in expenditures, cash balances will be maintained and managed through the Pooled Cash method in such a way as to minimize short-term borrowing. This reduces overall cost to taxpayers by minimizing interest expense.

### **B. INVESTMENTS**

The City's investment portfolio shall be managed in accordance with the Public Funds Investment Act and the City's Investment Policy. The City Council shall adopt a formal investment policy by resolution annually, following review and recommendation by the Investment Committee.

### **C. SELECTION OF DEPOSITORY BANK**

The City will undertake a comprehensive review of its banking needs and seek competitive proposals for bank services on a regular basis. The bank shall be chosen by the City Council for a multi-year period, and banking services proposals shall be reviewed by the Investment Committee. In general, the City will seek proposals from depository banks every five years, although it is under no obligation to change.





## **XVI. INTERNAL CONTROLS**

The City shall establish and maintain an internal control structure designed to provide reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purpose financial statements in accordance with generally accepted accounting principles.

### **A. BASIC ELEMENTS OF INTERNAL CONTROL**

#### **1. AUTHORIZATION**

All transactions are properly authorized by management.

#### **2. COMPUTER DATA PROCESSING**

Procedures shall be designed to control development, modification, and maintenance of computer programs; use and changes to data maintained on computer files; application controls, for example, edits that verify vendor numbers for check writing.

The Finance Department will establish application controls and user access levels to the City's financial system to be implemented by the Information Technology Services Department. The Finance Department must authorize all access requests prior to implementation.

#### **3. SEGREGATION OF DUTIES**

The organizational plan should separate functional responsibilities. Procedures designed to detect errors and irregularities should be performed by persons other than those who are in a position to approve them, and those persons should be made aware of the avenues available to them for reporting those errors and irregularities, including but not limited to their chain-of-command, City Auditor, and City Attorney.

#### **4. EXECUTION OF TRANSACTIONS**

There is reasonable assurance that transactions are executed as authorized.

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5. RECORDING OF TRANSACTIONS

Transactions are recorded as necessary to permit preparation of financial statements in conformance to statutory requirements and accounting principles generally accepted in the United States, and to maintain accountability for assets.

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6. ACCESS TO ASSETS

Access to assets and records should be permitted only with management's authorization.

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7. PERIODIC INDEPENDENT VERIFICATION

The records should be checked against the assets by someone other than the persons responsible for the records or the assets, and the person checking the records should be made aware of his or her avenues for reporting irregularities or errors, including but not limited to his or her chain-of-command, City Auditor, or City Attorney. Examples of independent verification are monthly bank reconciliations and periodic counts of inventory.

**B. WRITTEN PROCEDURES**

Written procedures will be maintained by the Finance Department for all functions involving the handling of cash and securities. These procedures shall embrace sound internal control principles.

**C. FINANCE DEPARTMENT RESPONSIBILITIES**

The Finance Department shall issue internal control procedures based upon deficiencies that have been identified by City staff, the internal auditor, or the independent auditors. Finance shall ensure that a good faith effort is made to implement all independent auditor recommendations pertaining to internal control. The Finance Department will administer an "in-house audit" program to regularly and systematically review and monitor internal control procedures and compliance with federal and state regulatory requirements pertaining to internal controls or financial reporting.

#### D. DEPARTMENT HEAD RESPONSIBILITIES

Each department head is responsible to ensure that internal control procedures, including those issued by the Finance Department, are followed throughout the department.



## **XVII. ECONOMIC DEVELOPMENT**

The City shall have an economic development policy for promoting new development or redevelopment within the city that will promote economic improvement, stimulate commercial activity, generate additional sales tax, and that will enhance the property tax base and economic vitality of the City.



## **XVIII. E-COMMERCE**

The City shall fully utilize available technologies to expedite cash payments and receipts, enhance employee productivity, and provide customer satisfaction.

### **A. FULLY INTEGRATED FINANCIAL SYSTEMS**

All E-Commerce systems and procedures must fully and transparently integrate with the City's financial and accounting systems, its depository bank systems, and any other City information system which interfaces with an E-Commerce system.

### **B. EMERGING TECHNOLOGIES**

The City will work closely with its depository bank and other financial partners to evaluate and implement the standard industry accepted technologies that prove to be efficient and effective in pursuit of the City's E-Commerce goals.

### **C. VENDOR E-PAYMENTS**

The City will actively migrate vendor payments from paper checks to other forms of payment, including but not limited to:

- Automated Clearing House (ACH) payments;
- Wire transfers; and
- Virtual credit cards payments.

### **D. DIRECT DEPOSITS**

The City will actively migrate payroll payments from paper checks, to electronic formats, including but not limited to direct deposits.

### **E. INTERNET PAYMENT OPTIONS**

Working with its depository bank and other financial partners, the City will seek to develop and implement internet payment options of best practices which will allow customers and citizens to pay bills due the City conveniently and securely.

### **F. FUNDING FOR SERVICE FEES**

The City will work towards building the cost of e-payments into the cost of products and services rather than having an add-on fee.

## G. INFORMATION SECURITY

The City will employ security measures consistent with best practice and the City's information security policy to ensure the integrity and confidentiality of customer and citizen data that is stored or is a component of transactions utilizing the City's information technology infrastructure or that of its service providers.



## **XIX. FINANCIAL CONSULTANTS**

The City shall seek out and employ the assistance of qualified financial advisors and consultants as needed in the management and administration of the City's financial functions. Financial advisors and consultants that provide professional services as defined by Texas Government Code 2254 and Local Government Code 252.022 are exempted from competitive bidding requirements.

If exempted from competitive bidding requirements, the professional service provider shall be selected using requests for qualifications and based upon demonstrated expertise relative to the scope of work to be performed. Non-exempted service providers will be selected following competitive bidding requirements. Examples of services provided by financial advisors and consultants include but are not limited to investments, debt administration, financial accounting systems, program evaluation, and financial impact modeling.



## **XX. GRANTS**

The City shall seek, apply for, and effectively administer federal, state, and foundation grants-in-aid that address the City's current priorities and policy objectives

### **A. GUIDELINES**

The City shall apply, and facilitate the application by others, for only those grants that are consistent with the objectives and high priority needs previously identified by City Council. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be identified, planned, and considered prior to applying for a grant.

### **B. INDIRECT COSTS**

The City shall recover full indirect costs unless the funding agency does not permit it. The City may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

### **C. REVIEW**

All grant submittals shall be reviewed by the Finance Department for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's policy objectives. If there are cash match requirements, the source of funding shall be identified prior to application. If there is a future year's obligation, the source of funding shall be identified prior to application to ensure available cash-flow to meet those obligations.

### **D. PROGRAM TERMINATION**

The City shall terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified and programmed into the long-term financial plan.



## **XXI. WAIVING LIENS FOR DEMOLITION OF DANGEROUS BUILDINGS OR HEALTH AND SAFETY ABATEMENTS**

### **A. PURPOSE**

This policy establishes the guidelines for waiving and releasing liens placed on property by the City, and specifically covers those liens placed for demolition of a dangerous building or abatement of health and safety violations.

### **B. DEMOLITION AND HEALTH AND SAFETY ABATEMENT**

Pursuant to Chapter 8 of the City of Killeen Code of Ordinances, dangerous buildings or structures are a public nuisance and shall be abated. The city shall comply with all requirements in state law and Chapter 8, as may be amended in the future, in demolishing dangerous buildings.

Nuisances found in Chapter 18 of the City of Killeen Code of Ordinances include high weeds and grass; dangerous weeds over 48 inches; accumulation of litter, trash or rubbish; littering by depositing or dumping; stagnant water; allowing unsanitary conditions; care of premises; and accumulation of fill dirt. These are considered public nuisance pursuant to Chapter 18. The City shall comply with all requirements in state law and Chapter 18, as may be amended, in abatement of public nuisances.

### **C. FUNDING**

Demolition of dangerous buildings shall be completed using any funds available to the responsible department, including the City's General Fund and Community Development Block Grant ("CDBG") funds as allowed. Abatement of health and safety nuisances shall be completed using any available funds, but CDBG funds shall not be used.

### **D. PLACEMENT OF LIEN**

If the owner(s) of property fails to reimburse the city for the costs of demolishing a dangerous building or abatement of a health and safety violation, after the city has given required notice and time to pay, the city shall place a lien on real property on which the violation occurred. The lien shall accrue interest at the rate provided by law until the lien is paid or otherwise released.

#### E. PROCEDURE FOR WAIVING LIENS

Liens may be waived when Bell County Tax Appraisal District has placed a property into trust for failing to sell in previous sheriff's sales and the city did not previously waive liens. When a property is in trust, the city is responsible for maintenance of the property and may not place additional liens for any abatement to remedy the violation. By the time a property is placed in trust, the city has also made multiple unsuccessful attempts to collect on the liens placed during demolition.

If the City elects to intervene as a party to a foreclosure for delinquent taxes by the Bell County Tax Appraisal District, liens are not waived but instead are extinguished in the foreclosure process.

The City shall not waive liens at the request of a property owner unless, after investigation by City staff, it is determined that the lien was placed in error.

The City Council shall retain authority to waive liens not outlined in this policy and upon any finding of a public purpose.

When liens are waived, a release of lien will be prepared, and filed with Bell County.

#### F. PUBLIC PURPOSE

The public purpose served by waiving outstanding liens is to make the properties more marketable by Bell County Tax Appraisal District at sheriff's sales, since often the liens exceed the value of the property and discourage buyers. It will also reduce the amount of time and money the city spends maintaining the real property placed in trust.

#### G. WAIVER OF INTEREST ON LIENS

The City makes various attempts to collect outstanding liens, which includes administrative fees and interest that accrues by law from the time of filing with Bell County. Property owners often claim no knowledge of the lien or that a property management company should be responsible. As stated above, the City shall not waive liens at the request of a property owner. The City may waive interest and/or administrative fees on a lien where there is a benefit to the City. Such requests shall be reviewed by the City Manager or his/her designee for approval.

## XXII. INVESTMENT POLICY

### A. SCOPE

The Investment Policy applies to the investment activities of the Government of the City of Killeen (the “City”). These policies serve to satisfy the statutory requirements of the Texas Government Code Chapters 2256 (the “Public Funds Investment Act” or the “Act”) and 2257 (the “Collateral Act”) to define and adopt a formal investment policy. This Policy will be reviewed and adopted by resolution of the City Council at least annually according to the Act.

#### 1. FUNDS INCLUDED

All financial assets of all funds of the City, including the General Fund, Drainage Utility Fund, Water and Sewer Utility Fund, Airport Fund, Sanitation Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, and all other funds that may be created by the City from time to time, and any funds held in the City’s custody, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any depository bank are subject to this Policy. The Killeen Economic Development Corporation shall be incorporated as a component unit.

#### 2. FUNDS EXCLUDED

This Policy does not apply to funds invested in the City’s Deferred Compensation Plan nor to investments in the Firemen’s Pension Fund, which is covered by a separate investment policy adopted by the Firemen’s Pension Board.

### B. INVESTMENT OBJECTIVES

#### 1. SAFETY

Safety of principal is the foremost objective of the City. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Diversification strategies shall be determined and revised periodically.

#### 2. LIQUIDITY

The investment portfolio will remain sufficiently liquid to enable the City to pay current obligations as they become due. Portfolio maturities will be structured to meet the obligations of the City first, and then to achieve the highest return of interest consistent with the objectives of this Policy. When

the City has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund.

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3. PUBLIC TRUST

Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

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4. YIELD

It will be the objective of the City to earn the optimum rate of return allowed on its investments within the constraints imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

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C. INVESTMENT COMMITTEE

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1. MEMBERS

The members of the City's Investment Committee shall be the Mayor of the City (or his/her designee), the City Manager (or his/her designee), the Executive Director of Finance, the Controller and a member designated by the Executive Director of Finance. The Investment Committee shall receive quarterly reports, as outlined in this Policy, and monitor the results and performance of the investment portfolio.

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2. SCOPE

The Investment Committee shall include in its deliberations such topics as: investment strategy, return on investments, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, independent training sources, and authorized broker/dealers.

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3. PROCEDURES

The Investment Committee shall provide minutes of its meetings. Any member may request a special meeting, and three members shall constitute a quorum. The Investment Committee shall establish its own rules of procedure.



## D. RESPONSIBILITY AND CONTROL

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### 1. DELEGATION

Management responsibility for the investment program is hereby delegated to the Executive Director of Finance, who is responsible for all investment decisions and activities. The Executive Director of Finance and Controller shall be the City's Investment Officers. Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage City funds according to this Policy. The Executive Director of Finance may designate specific City personnel to assist with various investment-related activities. The Executive Director of Finance shall be responsible for all transactions and compliance with the internal controls to ensure that the safekeeping, custodial, and collateral duties are consistent with this Investment Policy.

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### 2. MANAGEMENT AND INTERNAL CONTROLS

The Executive Director of Finance shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Investment Committee and with the independent auditor. The controls shall be designed to reasonably prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. Dual control of all investment activities will consistently be maintained by the Executive Director of Finance and the City Controller.

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### 3. INVESTMENT MANAGEMENT FIRM

The City Council may contract with an investment management firm, registered under the Investment Advisor's Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to provide for the investment and management of the funds of the City. The contract will be for a term no longer than two (2) years. Renewal or extension of the contract must be in compliance with the Act.

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### 4. TRANSACTION AUTHORITY

Certain signatory responsibilities are required to transact investments. Positions authorized as depository signatories shall be the City Manager and the Investment Officers.

The persons holding these positions are also designated as authorized to transact wire transfers in accordance with the goals and objectives of the City's investment strategy.

Bonding of all those individuals authorized to place, purchase, or sell investment instruments shall be required.

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5. PRUDENCE

In accordance with the Act, investments shall be made with the exercise of due care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their own capital as well as the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; maintenance of adequate liquidity; and achievement of risk-appropriate yield. This investment principle shall be applied in the context of managing the overall investment portfolio.

An Investment Officer, when acting in accordance with written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds, or funds under the control of the City, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with the written Investment Policy.

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6. TRAINING, QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is the City's policy to provide training as required by the Act for the Investment Officers. Authorized Investment Officers will be required to complete 10 hours of training within 12 months of assuming duties. In order to ensure the quality, capability and competency of all Investment Officers in making investment decisions training shall be provided through courses and seminars offered by the independent sources approved by the Investment Committee. The training must include education in investment

controls, security risks, strategy risks, market risks, diversification of investment, and compliance with the Act. After the initial training requirement, at a minimum, all Investment Officers must attend training at least every two years and accumulate 8 hours of training. The two-year period shall begin on the first day of the City's fiscal year and consist of the two consecutive fiscal years after that date.

## E. ETHICS

### 1. CONFLICTS OF INTEREST

Officers and employees directly involved in the investment process, including members of the Investment Committee and those authorized as depository signatories, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

### 2. DISCLOSURE

Such employees shall disclose to the City Manager any material financial interests they have in business organizations that conduct business with the City, and shall further disclose any large personal financial or investment positions, as defined by the Public Funds Investment Act, that could be related to the performance of the City's portfolio. Disclosure items include:

1. the employee owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. funds received by the employee from the business organization exceed 10 percent of the employee's gross income for the previous year; or
3. the employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the employee.

Such employees shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

If any Investment Officer has a personal business relationship with an entity or is related within the second degree by affinity or consanguinity to an

individual seeking to sell an investment to the City, the Investment Officer must file a statement disclosing that personal business interest or relationship with the City Council and with the Texas Ethics Commission in accordance with the Act.

## F. REPORTING INVESTMENT EARNING EVALUATION

### 1. QUARTERLY REPORTS

In accordance with the Act, not less than quarterly, the Investment Officers shall prepare and submit to the City Council a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the City on the date of the report;
2. be prepared jointly by all Investment Officers;
3. be signed by each Investment Officer;
4. contain a summary statement of each pooled fund group that states the:
  - a.) beginning market value for the reporting period;
  - b.) ending market value for the period; and
  - c.) fully accrued interest for the reporting period.
5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
6. state the maturity date of each separately invested asset that has a maturity date;
7. state the account or fund or pooled group fund in the City for which each individual investment was acquired;
8. state the compliance of the investment portfolio of the City as it relates to:
  - a.) the investment strategy expressed in the City's Investment Policy; and
  - b.) relevant provisions of the Act; and
9. state the rate of return on the investment portfolio calculated as the weighted average yield to maturity.

Market valuations obtained by the City shall be from sources believed to be accurate and representative of the investment's true value.

The quarterly investment reports shall be reviewed by the City's independent auditors as part of the City's annual audit and the result of this review shall be reported to the City Council.

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2. ANNUAL REPORT

Within a reasonable time after the end of the fiscal year, the Executive Director of Finance shall present an annual report on the investment program activity. The annual report shall include 12-month performance information and shall suggest improvements that might be made in the investment program. The annual report may be a component of the fourth quarter investment report.

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3. NOTIFICATION OF INVESTMENT CHANGES

It shall be the duty of the Executive Director of Finance to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this Policy or not.

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4. PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a competitive market rate of return throughout budgetary and economic cycles that is consistent with risk limitations and cash flow needs of the City. Given this strategy, the basis used by Investment Officers to determine whether market yields are being achieved shall be the average return on 90-day or 180-day U.S. Treasury Bills. "Weighted average yield to maturity" shall be the portfolio performance measurement standard.

**G. INVESTMENT TYPES**

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1. ACTIVE PORTFOLIO MANAGEMENT

The City intends to pursue an active vs. a passive portfolio management philosophy. That is investments may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

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2. ELIGIBLE INVESTMENTS

Financial assets of the City may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of the State of Texas or its agencies and instrumentalities;
3. Financial institution deposits with a state or national bank, savings and loan association, or credit union, that meets the requirements of the Act and are fully insured or collateralized in accordance with Section X. SAFEKEEPING AND CUSTODY.
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm of not less than A or its equivalent;
6. A fully collateralized repurchase agreement, as defined in the Act, if it:
  - a.) has a defined termination date;
  - b.) is secured by cash and obligations described by Section 2256.009 (a) (1) of the Act; and
  - c.) requires the securities being purchased by the City to be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
  - d.) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State.

Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

7. Eligible investment pools if the City Council by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from the City in authorized investments permitted by the Act. Investment pools must be continuously rated Amama or the equivalent by at least one nationally recognized rating service.
8. Money market mutual funds continuously rated agama or the equivalent that are registered with and regulated by the Securities and Exchange Commission, whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The money market mutual funds must provide the City with a prospectus and other information required by federal law. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

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3. CREDIT RATINGS

Not less than quarterly, the Investment Officers will monitor the current credit rating of each held investment that has an Act required minimum rating. Any investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. .

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4. LENGTH OF INVESTMENTS

The City shall invest in instruments with scheduled maturity not to exceed the limitation of the specific investment strategy at the time of purchase.

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5. DIVERSIFICATION

It shall be the policy of the City to diversify the investment portfolio.

Diversification strategies shall be determined and revised periodically by the Investment Committee. In establishing specific diversification strategies, the following general constraints shall apply:

1. Limiting investments to avoid over concentration in investments from a specific issuer or business sector, where appropriate,
2. Limiting investments with higher credit risk,
3. Investing in instruments with varying maturities and in accordance with the City's cash flow projections, and
4. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, financial institution deposits, money market mutual funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

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## 6. PROHIBITED INVESTMENTS

The following investment instruments are strictly prohibited:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized Mortgage Obligations with a stated final maturity greater than ten years;
4. Collateralized Mortgage Obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index;
5. The City will not invest in derivatives. For the purposes of this Policy, the definition of derivatives includes instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market.

## H. SELECTION OF BANKS AND BROKER/DEALERS

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### 1. SELECTION PROCESS

Primary Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application



(RFA) as per State legislation and the City’s purchasing policy. In selecting primary depositories, the credit worthiness of institutions shall be considered, and the Executive Director of Finance shall conduct a comprehensive review of prospective depositories’ credit characteristics and financial history.

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2. INSURABILITY

Financial institutions seeking to establish eligibility for the City's funds shall submit financial statements, evidence of Federal insurance and other information as required by the Executive Director of Finance.

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3. COLLATERALIZED DEPOSITS

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards City deposits. Financial institutions serving as the City’s depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City’s rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement must be executed by the depository and the City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the depository’s “official record” continuously since its execution.

The Killeen Economic Development Corporation, where applicable, shall also comply with these requirements.

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4. BROKER/DEALERS AND APPROVED LIST

All broker/dealers who desire to become qualified for investment transactions with the City must be recommended by the Executive Director

of Finance and approved by the Investment Committee. Applications will be reviewed on a periodic basis and submitted to the Investment Committee for approval. The Executive Director of Finance will maintain a list of broker/dealers authorized to provide investment services to the City. The authorized list of broker/dealers will, at a minimum, be reviewed and approved on an annual basis, and any broker/dealers who fail to meet the standards of this Policy shall be removed from the list. All broker/dealers who desire to become qualified for investment transactions must supply the following, as appropriate:

1. Proof of registration with the Texas State Securities Board.
2. Proof of Financial Industry Regulatory Authority (FINRA) membership.
3. Audited financial statements.

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5. COMPETITIVE ENVIRONMENT

All trades, purchases and sales, executed for the City, excluding transactions with money market accounts, money market mutual funds and local government investment pools which are deemed to be made at prevailing market rates, will be done through a documented competitive solicitation process. Competitive quotes must be solicited from at least three qualifying institutions for any investment transaction. For those situations where it may be impractical or unreasonable to receive three quotes for a transaction due to rapidly changing market conditions, initial security offering, or limited secondary market availability, documentation of a competitive market survey of comparable investments or an explanation of the specific circumstance must be included with the transaction record.

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6. INVESTMENT POLICY

In accordance with the Act, a written copy of this Investment Policy shall be presented to any person seeking to sell to the City an authorized investment or act as Investment Advisor. A qualified representative of a local government investment pool or discretionary investment management firm (e.g. business organization) seeking to sell an authorized investment or perform investment advisory services shall execute a written instrument substantially to the effect that the qualified representative has:

1. Received and thoroughly reviewed the Investment Policy; and

2. Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization in accordance with the Act.

## I. SAFEKEEPING AND CUSTODY

The City shall contract with a third party for the safekeeping and custody of securities either owned by the City as a part of its investment portfolio or held as collateral to secure financial institution deposits, share certificates or repurchase agreements. The securities will be held in an account in the name of the City as evidenced by safekeeping or pledge receipts of the institution with which the securities are deposited.

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### 1. INSURANCE OR COLLATERAL

All deposits of City funds with financial institutions shall be secured by pledged collateral in accordance with Chapter 2257 of the Texas Government Code. Securities pledged as collateral for deposits must maintain a market value equal to no less than 102% of the uninsured deposits, including accrued interest. Federal Home Loan Bank Letters of Credit pledged as collateral must be equal to no less than 100% of the uninsured deposits, including accrued interest. Federal Home Loan Bank Letters of Credit pledged for certificates of deposit must expire at least two business days beyond the maturity date of the certificate of deposit. If rolling letters of credit are utilized, advance notice prior to any expiration must be provided along with a letter of credit extension. Any letter of credit extension issued to cover the expiration of an investment should expire no less than two business days beyond the final maturity date of the investment. Repurchase agreements shall be documented by a specific agreement noting the collateral pledged in each agreement. Collateral shall be reviewed at least monthly to assure the market value equals or exceeds the collateralization requirement for the related bank balances.

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### 2. PLEDGED COLLATERAL AGREEMENTS

All custodial arrangements shall be in accordance with a Custodial Agreement approved by the Investment Officers, which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The custodian institution, or Custodian, shall be the Federal Reserve Bank or an institution not a

branch of the firm pledging the collateral. A Depository Agreement shall include the signatures of the City and the firm pledging the collateral, and may include the Custodian. The Custodial and Depository Agreements shall address acceptance, substitution, release and valuation of collateral.

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3. COLLATERAL DEFINED

The City shall accept only the following as collateral:

1. Cash.
2. FDIC and NCUSIF insurance coverage.
3. A bond, certificate of indebtedness, or note of the United States or its agencies and instrumentalities, or other evidence of indebtedness that is guaranteed as to the principal and interest by the United States or its agencies and instrumentalities.
4. Obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas or its agencies and instrumentalities.
5. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent) by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.

The use of a letter of credit issued to the City by a Federal Home Loan Bank may be considered by the City to meet the required bank depository collateral requirements.

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4. SUBJECT TO AUDIT

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

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5. DELIVERY VS. PAYMENT

All security transactions shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the security was received by the City's Safekeeping Agent or Trustee. The security shall be held in the account of the City. The Trustee's or Safekeeping Agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

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6. STANDARDS OF OPERATION

The Executive Director of Finance shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this Investment Policy.

## J. INTERNAL CONTROLS

### 1. INTERNAL CONTROLS

The Executive Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, as part of the annual audit, the Executive Director of Finance shall establish a process for independent review by the external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping - Securities purchased from any bank or broker/dealer, including appropriate collateral shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation of telephone transactions for investments and

wire transfers - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax or email if on letterhead and the custodial safekeeping institution has a list of authorized signatures.

## K. INVESTMENT STRATEGIES

### 1. INVESTMENT STRATEGIES

In accordance with the Act, a separate written investment strategy will be developed for each of the fund-types under the City's control. Each investment strategy must describe the investment objectives for the particular fund-type using the following priorities of importance:

1. Understanding of the suitability of the investment to the financial requirements of the City;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

### 2. FUND STRATEGIES

The investment strategies to be employed by the City are:

#### A) OPERATING FUNDS

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

Liquidity - Operating Funds require the greatest short-term liquidity of any of the fund-types. Short-term financial institution deposits, investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a tenth of a percentage point will define an efficient secondary market.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of a rolling three-month Treasury Bill portfolio will be the minimum yield objective.

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B) **DEBT SERVICE FUNDS**

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Short-term financial institution deposits, investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement, or similar structured investment, may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide an advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of a rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

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C) SPECIAL REVENUE FUNDS

Suitability - Any investment eligible in the Investment Policy is suitable for Special Revenue Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market fluctuations will occur. However, by managing Special Revenue Funds to balance the short-term and long-term anticipated cash flow requirements of the specific revenue/expense plan, the market risk of the Fund’s portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated cash flow requirement or two years.

Liquidity - A portion of the Special Revenue Funds are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures. Short-term financial institution deposits, investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a tenth of a percentage point will define an efficient secondary market.



Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective. The yield of a rolling three-month Treasury Bill portfolio will be the minimum yield objective.

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D) CAPITAL PROJECT FUNDS

Suitability - Any investment eligible in the Investment Policy is suitable for Capital Project Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Project Funds to not exceed the anticipated expenditure schedule the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule, the IRS temporary period for tax-exempt bond proceeds, or five years.

Liquidity - Most capital improvements programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Short-term financial institution deposits, investment pools and money market mutual funds will provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement, or similar investment structure, may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a tenth of a percentage point will define an efficient secondary market.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates

exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy's risk constraints. The yield of a rolling six-month Treasury Bill portfolio will be the minimum yield objective.

## L. POLICY

### 1. EXEMPTION

The City is not required to liquidate investments that were authorized investments at the time of purchase. At maturity or liquidation, such monies shall be reinvested only as provided by this Policy.

### 2. AMENDMENT

The City Council shall review the Investment Policy, and incorporated investment strategies, annually. Amendments must be approved by the Investment Committee and adopted by the City Council. The City Council shall annually adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed and approved the Investment Policy and investment strategies, even if there are no changes from the previous document.

**Sample Investment Policy Certification**

This certification is executed on behalf of the **City of Killeen** (the Investor) and \_\_\_\_\_ (the Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investor's entire portfolio or requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

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\_\_\_\_\_  
(Firm)

Qualified Representative of the Business Organization

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## **XXIII. MANAGEMENT OF MONETARY DONATIONS**

### **A. PURPOSE**

The purpose of this policy is to establish a process for the City of Killeen to accept monetary donations through utility bills and a procedure for distribution of those funds, as well as to establish eligibility for citizens to receive disbursements in limited circumstances.

### **B. DONATION PROCESSES**

Except as provided in this policy, the City will accept monetary donations only. The City may provide an option on utility bills that allows utility customers to make voluntary contributions to the programs listed in this policy when paying their city utility bills. Donations may also be accepted in person by the Finance Department or by the respective departments as provided below. Donations will be collected throughout the year.

Offers of donations other than money or goods and services for Animal Services Unit (ASU) shall be forwarded by the Department Head to the Assistant City Manager to determine whether the City will benefit from the donation.

Programs or departments that accept donations other than those listed in this policy shall deposit donated money into the appropriate account established by the Finance Department. Any offers of non-monetary donations shall be forwarded by the Department Head to the Assistant City Manager to determine whether the City will benefit from the donation.

### **C. SENIOR CITIZEN UTILITY BILL ASSISTANCE PROGRAM**

#### **1. PURPOSE**

The purpose of this policy is to establish a process for the city to accept monetary donations and a procedure for distribution of those funds, as well as to establish eligibility criteria for senior citizens to receive financial assistance on their City of Killeen utility bills.

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2. APPLICATION AND ELIGIBILITY

In order for a senior citizen to be considered, a written application must be submitted to the Executive Director of Finance or designee.

Eligible senior citizens must receive a utility bill from the City of Killeen and be 60 years of age at the time of application. An eligible applicant may remain on the program for a period of six months, and may reapply after being off of the program for six months.

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3. PUBLIC PURPOSE

The public purpose served by this program is to reduce the impact on community resources by providing assistance to senior citizens who are unable to pay their utility bills.

D. ~~SUMMER~~ YOUTH PROGRAMS

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1. PURPOSE

The purpose of this policy is to establish a process for the City of Killeen to accept monetary donations and a procedure for distribution of those funds through scholarships for children unable, or in need of assistance to attend/participate in City Recreation Services fee-based programs, as well as to establish eligibility criteria for youth and their families.

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2. DONATION ACCEPTANCE

Acceptance of monetary donations and management of the account will be by the Executive Director of Recreation or designee.

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3. APPLICATION AND ELIGIBILITY

In order for a child to be considered, a parent or guardian must submit a written application to the Executive Director of Recreation Services or designee. Applications will be available year-round. Factors considered for eligibility will include proof that the applicant receives state or school assistance.

Eligible children must live in the City of Killeen and be ages 4 to 17. Assistance will only be provided for the following: City-Based Programs,

Events, Camps, Clinics, Activities, Lessons, Facility Memberships and Summer Pool Passes. Scholarships ARE NOT available for single admissions to facilities or programs co-sponsored by other organizations.

After a determination of eligibility, City staff will contact the parent/guardian to coordinate enrollment in Recreation Services programs. Each child may receive up to \$100 with a maximum of \$200 per family per calendar year. Funds will be disseminated on a first come, first served basis of eligibility until depleted, and are intended to provide a fee reduction regarding the registration cost of youth programs. Recreation Services will accept and award these applications as long as there is funding available through these contributions, no funds will be given directly to participants.

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4. PUBLIC PURPOSE

The public purpose served by this program is to provide financial assistance to children who are unable to attend City Recreation Services fee-based programs: Events, Camps, Clinics, Activities, Lessons, Facility Memberships and ~~Summer~~ Pool Passes.

E. ANIMAL SERVICES UNIT (ASU)

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1. PURPOSE

The purpose of this policy is to establish a process for the City of Killeen to accept monetary donations and a procedure for distribution of those funds.

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2. DONATION ACCEPTANCE

Management of the account will be by the Executive Director of Recreation or designee. Monetary donations will be accepted in person by the ASU Manager or designee. ASU may also accept donations of goods or services for the care of the animals in its care. Donations may include but are not limited to: food, blankets, towels and detergent.

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3. USE OF FUNDS

Funds will be used primarily to provide spay and neuter services for animals in the care of ASU, but may be reallocated based upon need, as determined by the City Manager or designee. The funds in the ASU donation account are to be used exclusively for the benefit of the animals in ASU care.

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4. PUBLIC PURPOSE

The public purpose served by this policy is to reduce the impact on community resources by providing spay and neuter services for animals in the care of ASU.

F. DISBURSEMENT OF FUNDS

Availability of funds for the programs in Sections C-E will be based upon contributions to each donation account, unless otherwise funded through the annual budget.



## XXIV. GLOSSARY

**Accrual Basis of Accounting** – A basis of accounting under which transactions are recognized when they occur, regardless of the timing of related cash flows. For example, in accrual accounting, revenue that was earned on April 1, but for which payment was not received until July 10, is recorded as revenue on April 1 regardless of the timing of when the payment is received.

**Business Plan** - A department-level plan. In this plan, departments outline each division's service areas and associated key performance indicators and priority initiatives for each. This document is meant to serve as a high-level annual performance plan, in which measures are periodically updated to facilitate continuous observation, trend analysis, and improvement of department activities and services.

**Capital Equipment** – The purchase of an individual asset, such as equipment, vehicles, tools or similar items with a cost of \$5,000 or more and that has a useful life exceeding one-year.

**Capital Improvement Plan (CIP)** – A plan that describes the capital projects and associated funding sources the City intends to undertake in the current fiscal year plus four successive fiscal years, including the acquisition or construction of capital facilities and assets, and the maintenance thereof.

**Capital Improvement Project** – A capital project for the new construction or expansion of infrastructure or facilities.

**Capital Maintenance Project** – A capital project for the remodel, reconstruction, or rehabilitation of infrastructure or facilities.

**Capital Project** – A non-recurring expenditure that exceeds \$100,000 and has a useful life exceeding one-year.

**Capital Projects Fund** – A governmental fund established to account for resources used for the acquisition of large capital improvements and non-recurring expenditures other than those acquisitions accounted for in proprietary or trust funds.

**Cash Flow** – The net cash balance at any given point.

**City Manager** – All references to the City Manager are understood to be the City Manager or designee.

**Debt Service** - The cash that is required for a particular time period to cover the repayment of interest and principal on a debt. Debt Service is projected on an annual basis.

**Debt Service Fund** – A fund established to accumulate resources and to account for revenues and expenditures used to repay the principal and interest on debt.

**Deferred Inflows of Resources** – Resources that flow into a fund during the fiscal year, but are related to a future period. Deferred Inflows have a negative effect on net position, similar to liabilities. (Examples include: property taxes levied in the current year to finance the subsequent year’s budget.

**Deferred Outflows of Resources** - Resources that flow out of a fund during the fiscal year, but are related to a future period. Deferred Outflows have a positive effect on net position, similar to assets. (Examples include: resources provided to a grantee before the grantee has met related time requirements, but after all other eligibility criteria have been met).

**Executive Director of Finance** – All references to the Executive Director of Finance are understood to be the Executive Director of Finance or designee.

**Expenditure** – Refers to the value of goods and services *received* during a period of time, regardless of when they are *used* (accrual basis of accounting) or *paid* for (cash basis of accounting).

**Expense** - Refers to the value of goods and services *used* during a period of time, regardless of when they were *received* (modified accrual basis of accounting) or *paid* for (cash basis of accounting).

**Fiduciary Fund** – Fiduciary funds are used to account for resources that a government holds as a trustee or agent on behalf of an outside party that cannot be used to support the government’s own programs.

**Employee Benefit Trust Fund** - Employee benefit trust funds are used to report resources that are required to be held in trust for the members and beneficiaries of defined benefit plans, defined contribution plans, other postemployment benefit plans, or other employee benefit plans.

**Finance Department** – The Finance Department is the department responsible for the corporate financial operations of the City.

**Fund Accounting** – Fund accounting segregates monies according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions.

**Fund Balance** – Fund balance is the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources. Fund Balance is broken up into five categories:

**Non-spendable Fund Balance** – Includes amounts that are not in a spendable form or are required to be maintained intact. Examples are consumable inventories.

**Restricted Fund Balance** – Includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and donations.

**Committed Fund Balance** – Includes amounts that can be used only for the specific purposes determined by a formal action (for example, legislation, resolution, and ordinance) of the City Council. Those committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

**Assigned Fund Balance** – The portion of the fund balance of a governmental fund that represents resources set aside (earmarked) by the government for a particular purpose. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

**Unassigned Fund Balance** - Represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to a specific purpose within the General Fund. Unassigned amounts are technically available for any purpose.

**Governmental Fund** – Governmental funds are used to account for the government's general government activities primarily supported by taxes, grants, and similar revenue sources. There are five different types of governmental funds including: General Fund, Special Revenue Funds, General Debt Service Fund, Capital Project Funds, and Permanent Funds. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting.

**General Fund** - The main operating fund which is used to account for and report all financial resources not accounted for and reported in another fund. The General Fund finances many of the basic municipal functions, such as general administration and public safety.

**Special Revenue Funds** – Governmental fund type used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects and exclusive of resources held in trust for individuals, private organizations, or other governments.

**Capital Projects Funds** - Governmental fund type used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

**Debt Service Funds** - Governmental fund type used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

**Internal Controls** – The plan of organization and all of the coordinated methods and measures adopted within the City to safeguard assets, check the accuracy and reliability of its assets, check the accuracy and reliability of its accounting data, promote operational efficiency, and encourage adherence to prescribed managerial policies.

**Accounting Controls** – The plan of organization and all the methods and procedures that are concerned mainly with, and relate directly to, the safeguarding of assets and reliability of financial records.

**Administrative Controls** – The plan of organization and all the methods and procedures that are concerned mainly with operational efficiency and adherence to managerial policies and usually relate only indirectly to the financial records.

**Long-Term Financial plan (LTFP)** - A Long-Term Financial Plan includes an analysis of the financial and economic environment, long-term forecasts, debt analysis, and financial strategies.

**Modified Accrual Basis of Accounting** – Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectable within the current period or soon enough thereafter to pay liabilities of the current period. Substantially all material revenues are considered to be susceptible to accrual. Ad valorem, sales, franchise, and other tax revenues recorded in the General Fund and ad valorem tax revenues recorded in the Debt Service Fund are recognized under the susceptible to accrual concept. Licenses and permits, charges for services, fines and forfeitures, and miscellaneous revenues (except earnings on investments) are recorded as revenues when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned since they are measurable and available. A sixty-day availability period is used for revenue recognition for all governmental fund revenues.

Expenditures are recognized when the related fund liability is incurred, if measurable, except for principal and interest on general long-term debt, which are recorded when due. Compensated absences, claims, and judgments are recorded when the obligations are expected to be paid from currently available financial resources.

**Net Position** – Net Position is the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources in a proprietary fund.

**Non-Recurring Item** – An expenditure that has not occurred in the previous two years and is not expected to occur in the following year.

**Operating Expenditures (Governmental Funds)** - An expenditure incurred in carrying out the City's day-to-day activities. Operating Expenditures include such things as payroll, employee benefits and pension contributions, transportation and travel.

**Operating Expenses (Proprietary Funds)** - An expense incurred in carrying out the City's day-to-day activities. Operating Expenses include such things as payroll, employee benefits and pension contributions, transportation and travel, amortization and depreciation. Notwithstanding the foregoing, with respect to a City Enterprise for which obligations, secured in whole or in part by the revenues of such Enterprise (such as the City's Water and Sewer System), have been issued or incurred, Operating Expenses shall be determined in accordance with State law and terms of the ordinances pursuant to which such obligations were issued or incurred.

**Pay-As-You-Go-Financing** - The use of currently available cash resources to pay for capital investment. It is an alternative to debt financing.

**Pooled Cash** – The sum of unrestricted cash and investments of several accounting funds that are consolidated for cash management and investment purposes. Investment income or expenditure is allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

**Program** - A set of activities, operations, or organizational units designed and directed to accomplish specific service outcomes or objectives for a defined customer.

**Proprietary Fund** – A class of fund types that account for a local government's businesslike activities. Proprietary funds are of two types: enterprise funds and internal service funds. Both use the accrual basis of accounting and receive their revenues from charges to users. (Enterprise Fund examples: Water and Sewer Fund, and Drainage Utility Fund; Internal Service Fund examples: Fleet Maintenance Fund, Information Systems Fund).

**Enterprise Fund** - Enterprise funds are used to account for those activities that are business-like in nature, and include the Water & Sewer, Drainage, Solid Waste, and Aviation funds. Enterprise fund types are accounted for on a flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. These funds are supported largely by user charges.

**Internal Service Fund** - Proprietary fund type used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis.

**Reserve (Governmental Funds)** - Reserve refers only to the portion of Fund Balance that is intended to provide stability and respond to unplanned events or opportunities. See associated Reserve Policy for specific details.

**Reserve (Proprietary Funds)** - Reserve refers only to the portion of Working Capital that is intended to provide stability and respond to unplanned events or opportunities. See associated Reserve Policy for specific details.

**Unrestricted Net Position** - The portion of a fund's net position that is not restricted for a specific purpose.

**Working Capital** - An accounting term defined as current assets less current liabilities in a proprietary fund. Working Capital is used to express the Reserves available in proprietary funds for use.



# FINANCIAL GOVERNANCE POLICIES

DS-22-007

January 18, 2022

# Proposed Policy Changes

<b>Policy Change Location</b>	<b>Why Change is Requested</b>	<b>Policy Change</b>
<b>Section VIII. Revenues, B. User Fees and Rates</b>  <b>Page 19</b>	Update the user fees and rates approved by City Council to include new fees	Added Water & Wastewater Impact Fees (Code of Ordinances, Chapter 33, Article II, Section 24-25)



# Proposed Policy Changes

<b>Policy Change Location</b>	<b>Why Change is Requested</b>	<b>Policy Change</b>
<b>Section VIII. Revenues, C. Water and Sewer Rate</b>  <b>Page 20-21</b>	Water rates were changed by Ordinance 21-053	Updated water rates to reflect the change

# Proposed Policy Changes

<b>Policy Change Location</b>	<b>Why Change is Requested</b>	<b>Policy Change</b>
<b>Section IX. Operating Expenditures D. Classification of Operating Expenditures</b>  <b>Page 24</b>	Change major categories of expenditures to align with financial reporting	Updated the expenditure classification

# Next Steps

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Receive City Council feedback and discuss Financial Governance Policy proposed changes at the February 1<sup>st</sup> workshop



# City of Killeen

## Legislation Details

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**File #:** DS-22-008    **Version:** 1    **Name:** Discuss Traffic on/around Rosewood Drive  
**Type:** Discussion Items    **Status:** Discussion Items  
**File created:** 12/13/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Discuss Traffic on/around Rosewood Drive  
**Sponsors:** City Council  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# City of Killeen

## Legislation Details

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**File #:** DS-22-009    **Version:** 1    **Name:** Conduct Annual Evaluation of City Auditor  
**Type:** Discussion Items    **Status:** Discussion Items  
**File created:** 12/14/2021    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Conduct Annual Evaluation of City Auditor  
**Sponsors:** City Council, City Auditor  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# City of Killeen

## Legislation Details

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**File #:** DS-22-010    **Version:** 1    **Name:** Discuss and Review Municipal Court Applications  
**Type:** Discussion Items    **Status:** Discussion Items  
**File created:** 1/4/2022    **In control:** City Council Workshop  
**On agenda:** 1/18/2022    **Final action:**  
**Title:** Discuss and Review Municipal Court Judge Applications  
**Sponsors:** City Manager Department  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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