



City of Killeen

Agenda City Council

Tuesday, July 26, 2016

4:00 PM

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

Call to Order and Roll Call

___ Jose Segarra, Mayor	___ Brockley Moore
___ Shirley Fleming	___ Jonathan Okray
___ Gregory Johnson	___ Juan Rivera
___ Jim Kilpatrick	___ Dick Young

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

[MN-16-017](#) Consider Minutes of Regular City Council Meeting of July 12, 2016.

Attachments: [Minutes](#)

[Okray Memorandum for Record](#)

[MN-16-018](#) Consider Minutes of Special City Council Meeting of July 19, 2016.

Attachments: [Minutes](#)

Resolutions

[RS-16-078](#) Consider a memorandum/resolution authorizing the award of a construction contract for Bid # 16-17 for the 2016 Minor Drainage Capital Improvement Project - Illinois to TTG Utilities, LP.

Attachments: [Council Memorandum](#)

[Recommendation Letter](#)

[Certificate of Interested Parties](#)

[RS-16-079](#) Consider a memorandum/resolution authorizing the City Manager to accept grant funding from the Petco Foundation for the Police Department's Animal Services Unit adoption preparation program.

Attachments: [Council Memorandum](#)

[Petco Application](#)

[Petco Award Email](#)

[RS-16-080](#) Consider a memorandum/resolution to renew the annual maintenance agreement with SunGard Public Sector.

Attachments: [Council Memorandum](#)

[SunGard Invoice](#)

[RS-16-081](#) Consider a memorandum/resolution authorizing lease agreement amendments with Richard Milburn Academy, Bring Everyone in the Zone, Killeen Civic Art Guild, Bell County Human Services, Greater Killeen Free Clinic, and Central Texas Council of Governments at the Killeen Arts & Activities Center.

Attachments: [Council Memorandum](#)

[Bell County Lease Agreement](#)

[Bring Everyone in the Zone Agreement](#)

[CTCOG Lease Agreement](#)

[Free Clinic Lease Agreement](#)

[Killeen Civic Art Guild Lease Agreement](#)

[Milburn Lease Agreement](#)

[RS-16-082](#) Consider a memorandum/resolution authorizing a lease purchase agreement for the purchase of six (6) cardiac monitors for the Fire Department.

Attachments: [Council Memorandum](#)

[Physio-Control Quote](#)

[Lease Agreement](#)

[Lease Agreement - Terms and Conditions Addendum](#)

[Certificate of Interested Parties](#)

Ordinances

[OR-16-009](#) Consider an ordinance granting a gas franchise to Atmos Energy Corporation. (3rd of 3 readings)

Attachments: [Council Memorandum](#)

[Ordinance](#)

[PH-16-022](#) Consider an ordinance requested by the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to rezone 13.556 acres out of the R. Cunningham Survey, Abstract No. 199 from "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "R-2" (Two-Family Residential District) and "R-3F" (Multifamily Residential District) uses for a Housing Tax Credit (HTC) eligible project named Hyde Estates. The property is located along the east right-of-way of

Cunningham Road, approximately 600' south of its intersection with E. Stan Schlueter Loop (FM 3470). (Tabled from July 12, 2016 Regular City Council Meeting)

Attachments: [Council Memorandum](#)

[Attachment to CCMO](#)

[Minutes](#)

[Ordinance](#)

[Exhibits](#)

[Application](#)

[Location map](#)

[Buffer map](#)

[Considerations](#)

[Responses](#)

[Opposition](#)

Public Hearings

[PH-16-020](#)

HOLD a public hearing and consider an ordinance adopting the 2016-2017 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (Second of Two Public Hearings)

Attachments: [Council Memorandum](#)

[Ordinance](#)

[CDAC Recommendations](#)

[Minutes](#)

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 July 22, 2016.

Dianna Barker, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law

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

Notice of Meetings

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

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-16-017 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of July 12, 2016
Type: Minutes **Status:** Minutes
File created: 7/8/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of July 12, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
July 12, 2016 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Jim Kilpatrick, Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young

Also attending were Interim City Manager Lillian Ann Farris, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Johnson.

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

Approval of Agenda

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

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the June 28th Regular City Council Meeting. Motion was seconded by Councilmember Young. Motion carried unanimously.

Resolutions

RS-16-074 Consider a memorandum/resolution accepting a Defense Economic Adjustment Assistance Grant (DEAAG) agreement.

Staff comments: Matthew Van Valkenburgh

Staff recommends that the City Council accept the Office of the Governor DEAAG in the amount of \$3,475,000, which will fund 65% of the cost of the project for the repair and rehabilitation of the Army Radar Approach Control (ARAC) at Robert Gray Army Airfield, and ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements incorporated into this grant agreement, authorize the City Manager to execute the agreement and all necessary grant documents, and expressly authorize the City Manager to execute any and all amendments within the amounts set by state and local law

Motion was made by Councilmember Kilpatrick to approve RS-16-074. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-075 Consider a memorandum/resolution appointing an independent auditor for the fiscal year ending September 30, 2016.

Staff comments: Amanda Wallace

City staff and the Audit Committee recommend that Weaver LLP be engaged to perform the annual independent audit for the City of Killeen for the fiscal year ending September

30, 2016, and that the City Manager be authorized to contract for professional services provided by Weaver LLP, to include the approval of any necessary change orders meeting state law and charter requirements.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-075. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-16-073 Consider a memorandum/resolution providing a temporary salary adjustment to Interim City Manager Lillian Ann Farris. (Tabled from June 28, 2016 Regular Council Meeting)

Staff comments: Eva Bark

During the time that Dr. Farris acts as Interim City Manager, it is recommended she receive the following salary and benefits:

- \$178,532.58 annual salary, paid in equal monthly installments;
- \$12,000 annual contribution to Deferred 457 Retirement Plan, paid in equal monthly installments;
- \$6,000 annual car allowance, paid in equal monthly installments;
- All other benefits to which other city employees may be entitled.

All salary and benefits shall be paid and accrued retroactively to April 5, 2016, and shall continue until 24 hours preceding the reporting date of the next City Manager, at which time she will revert to the position and associated salary and benefits of Assistant City Manager-Internal Services.

It is recommended that salary and benefits discussed above be approved, effective April 5, 2016, and continue until 24 hours preceding the reporting date of the next City Manager.

Roy T. Sampson, 4706 Teal Dr. - requested to speak and spoke in favor of temporary salary adjustment.

Councilmember Okray read a memorandum for record. See attached.

Councilmember Fleming stated for the record that Dr. Farris is doing a great job, but is concerned about giving raises prior to looking at the budget in depth and concluding where the city's money is going or has gone. Councilmember Fleming recommends an outside audit be done.

Councilmember Johnson stated for the record that he would like to table this item until the city's finances are in order.

Motion was made by Councilmember Johnson to disapprove RS-16-073. Motion was seconded by Councilmember Kilpatrick. Motion carried 5 to 2 with Councilmember Okray and Mayor Pro-Tem Moore opposing.

RS-16-076 Consider a memorandum/resolution to allow the carrying of concealed handguns at the City's open meetings by no longer posting notice.

Staff comments: Traci Briggs

A consensus was reached in January that the *concealed* carrying of handguns would not be allowed at meetings required to be posted by the Texas Open Meetings Act. At its meeting of July 5th, the City Council directed staff to bring forward a resolution to consider no longer posting notice, thereby allowing concealed handguns to be carried at its meetings. It is recommended that signs no longer be posted prohibiting the concealed carrying of handguns at open meetings of the city.

James Ralston, 408 Yates Rd. - requested to speak and spoke in favor of resolution.

Motion was made by Councilmember Okray to approve RS-16-076. Motion was seconded by Councilmember Young. Motion carried 6 to 1, with Councilmember Rivera opposing.

RS-16-077 Consider a memorandum/resolution to allow the open carrying of handguns at the City's open meetings by no longer posting notice.

Staff comments: Traci Briggs

At its meeting of July 5, 2016, the City Council directed staff to bring forward a resolution to consider no longer posting notice of no handguns during meetings, thereby allowing *open carry* of handguns at its meetings. It is recommended that signs no longer be posted prohibiting the open carry of handguns at open meetings of the city.

Motion was made by Councilmember Young to approve RS-16-077. Motion was seconded by Councilmember Okray. Motion carried 6 to 1 with Councilmember Rivera opposing.

Ordinances

OR-16-009 Consider an ordinance granting a gas franchise to Atmos Energy Corporation. (2nd of 3 readings)

City Secretary read the caption of the ordinance.

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

Staff comments: Traci Briggs

The City Charter requires three (3) readings of a franchise ordinance, and the last reading must be not less than 30 days from the first. The three readings will be June 14, July 12, and July 26. A franchise does not take effect until 60 days after passage. It is proposed that this ordinance be effective October 1, 2016. Staff recommends the City Council approve the proposed franchise ordinance.

Motion was made by Councilmember Okray to approve OR-16-009, the 2nd reading of the ordinance. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Public Hearings

PH-16-021 HOLD a public hearing and consider an ordinance requested by Joaquin Carrasquillo to rezone approximately 0.5 acre, being part of the T. Robinett Survey, Abstract No. 686, from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) for an insurance office. The property is located between W. Elms Road and Janelle Drive, approximately 1,177 feet west of Winfield Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM “A-R1” (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-3” (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The applicant is requesting rezoning for an insurance office to be allowed. The staff notified four (4) surrounding property owners regarding this request. Staff has received no responses. The Planning & Zoning Commission recommended approval of “B-3” zoning by a vote of 6 to 0.

Mayor Segarra opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Fleming to approve PH-16-021. Motion was seconded by Councilmember Okray. Motion carried unanimously.

PH-16-022 HOLD a public hearing and consider an ordinance requested by the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to rezone 13.556 acres out of the R. Cunningham Survey, Abstract No. 199 from “R-1” (Single-Family Residential District) to Planned Unit Development (PUD) with “R-2” (Two-Family Residential District) and “R-3F” (Multifamily Residential District) uses for a Housing Tax Credit (HTC) eligible project named Hyde Estates. The property is located along the east right-of-way of Cunningham Road, approximately 600’ south of its intersection with E. Stan Schlueter Loop (FM 3470).

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH R-2 (TWO FAMILY RESIDENTIAL DISTRICT) AND R-3F (MULTIFAMILY RESIDENTIAL DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The staff notified fifty-seven (57) surrounding property owners regarding this request. Staff received a protest from the owner of 3613 Crosscut Loop. Additionally, the owner of 5118 Spring Drive spoke in opposition to the request. The owner of 4600 Cunningham Road submitted a response in support of the project.

The Planning & Zoning Commission recommended approval of the applicant’s PUD zoning request by a vote of 4 to 2. The Planning and Zoning Commission recommends the following conditions as part of the approval:

- the applicant shall adhere to the submitted site plan, architectural elevations and floorplans;
- the applicant shall match or exceed the façade standards as prescribed by the Texas Department of Housing and Community Affairs 2016 Qualified Allocation Plan

(QAP); the QAP requires greater than 30 percent stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely;

- the applicant shall provide a minimum of four different color variations within the project;
- all buildings shall be one-story with the exception of those buildings containing 4-bedroom units;
- the applicant shall satisfy all landscaping and screening requirements set in Killeen Code of Ordinances Sections 31-255.5 and 31-255.7. Specifically, the requirements amount to 68 trees, 204 shrubs and screening around the north, east and south project boundaries;
- the applicant shall provide two play areas, each to include universal designed, ADA compliant equipment, as illustrated on the site plan;
- the applicant shall provide an interior sidewalk plan subject to City Council review and approval;
- the applicant shall meet all Hill Country transit (HOP) guidelines and specifications for the bus stop shelter illustrated on the site plan; and
- the applicant shall satisfy City Code for trash receptacles.

Mr. Quintero, Quintero Engineering - addressed a concern regarding egress and ingress.

Mayor Segarra opened the public hearing.

Darlene Golden, 711 Alexander St. - spoke in favor of request.

With no one else appearing the public hearing was closed (6:25).

Motion was made by Councilmember Johnson to approve PH-16-022. There was no second to the motion.

Several citizens asked the Mayor to reopen the public hearing. With the Councilmembers approval, Mayor Segarra reopened the public hearing at 6:26.

Ian Tollen, 4806 Leaning Oak Dr. - spoke against request to rezone.

JoAnn Brooks, 4109 Windwood Dr. - spoke against request to rezone.

Diane Sims, 4802 Leaning Oak Dr. - spoke against request to rezone.

William Contrell, 4205 Windwood Dr. - spoke against request to rezone.

Mike & Kathy Cornett, 5115 Spring Dr. - spoke against request to rezone.

Howard Davis, 4105 Lost Oak Dr. - spoke against request to rezone.

Karen Wilson, 4103 Lost Oak Dr. - spoke against request to rezone.

Mark Clifford, 1006 San Antonio St. - concerned about the width of the streets and the ability for emergency vehicles to maneuver.

Pam Pagan, 4800 English Dr. - spoke against request to rezone.

With no one else appearing, the public hearing was closed at 6:40.

Art Schudt, Architect, Housing Solutions Alliance - explained how this property was chosen and what criteria were used to put this development on this property.

After much discussion, *Councilmember Johnson withdrew his motion and made a motion to table this item until the next workshop for discussion and the following regular council meeting for action. Motion was seconded by Councilmember Rivera. Motion carried 5 to 2 with Councilmember Okray and Mayor Pro-Tem Moore in opposition.*

Mayor Segarra called for a ten minute recess at 7:10.
Mayor Segarra reconvened the meeting at 7:27.

PH-16-023A HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Suburban Commercial' to 'General Residential' (FLUM# Z16-10) for approximately 10.89 acres, being part of the Azra Webb Survey, Abstract No. 857. The property is located on the west side of Trimmier Road between Deorsom Loop and Judy Drive, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'SUBURBAN COMMERCIAL' TO 'GENERAL RESIDENTIAL' FOR APPROXIMATELY 10.89 ACRES, BEING PART OF THE AZRA WEBB SURVEY, ABSTRACT NO. 857, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The applicant has submitted a concurrent request to rezone the subject property from "B-3" (Local Business District) to a Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District) uses.

The Planning and Zoning Commission recommended approval of the applicant's request for an amendment of the Future Land Use Map (FLUM) from 'Suburban Commercial' to 'General Residential' by a vote of 6 to 0.

Mayor Segarra opened the public hearing.

Kathy Harkin, 6607 Rein Dr. - spoke against the request to amend the FLUM and stated that she is opposed to the following three requests as well.

Gary Purser, 6503 Wells Fargo - addressed Ms. Harkin's concerns regarding safety for school children. With no one else appearing the public hearing was closed.

Motion was made by Councilmember Rivera to approve PH-16-023A. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

PH-16-023B HOLD a public hearing and consider an ordinance requested by Killeen BES, Ltd., Killeen EGS Property, Ltd., and Bentina Ltd. (Case #Z16-10) to rezone approximately 10.89 acres, out of the Azra Webb Survey, Abstract No. 857, from "B-3" (Local Business District) to a Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District) uses. The property is located on the west side of Trimmier Road between Judy Drive and Deorsam Loop, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-3 (LOCAL BUSINESS DISTRICT) TO A PLANNED UNIT DEVELOPMENT (PUD) WITH SF-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The staff notified seventy-two (72) surrounding property owners regarding this request. Staff has received no responses. The Planning & Zoning Commission recommended approval of the PUD with the requested "SF-2" modifications by a vote of 5 to 1.

Mayor Segarra opened the public hearing.

Gary Purser, 6503 Wells Fargo - discussed placement and width of sidewalks and addressed the size/width that streets can be built.

With no one appearing the public hearing was closed.

Motion was made by Councilmember Rivera to approve PH-16-023B. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

PH-16-024A HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'General Commercial' to 'General Residential' (FLUM# Z16-11) for approximately 5.81 acres, being part of the Azra Webb Survey, Abstract No. 857. The property is located on the west side of Trimmier Road between Constellation Drive and Atlas Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'GENERAL COMMERCIAL' TO 'GENERAL RESIDENTIAL' FOR APPROXIMATELY 5.81 ACRES, BEING PART OF THE AZRA WEBB SURVEY, ABSTRACT NO. 857, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The Planning and Zoning Commission recommended approval of the applicant's request for an amendment of the Future Land Use Map (FLUM) from 'General Commercial' to 'General Residential' by a vote of 5 to 1.

Mayor Segarra opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Kilpatrick to approve PH-16-024A. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

PH-16-024B HOLD a public hearing and consider an ordinance requested by Killeen BES, Ltd., Killeen EGS Property, Ltd., and Bentina Ltd. (Case #Z16-11) to rezone approximately 5.81 acres, out of the Azra Webb Survey, Abstract No. 857, from "B-5" (Business District) to "R-2" (Two-Family Residential District). The property is located on the west side of Trimmier Road between Constellation Drive and Atlas Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-5 (BUSINESS DISTRICT) TO R-2 (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The staff notified thirty-four (34) surrounding property owners regarding this request. Staff has received one response in support of 'R-2' zoning in this area.

The Planning & Zoning Commission recommended approval of "R-2" zoning by a vote of 5 to 1.

Mayor Segarra opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Mayor Pro-Tem Moore to approve PH-16-024B. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Moore, seconded by Councilmember Fleming, and unanimously approved, the meeting was adjourned at 8:00 p.m.

MEMORANDUM FOR RECORD

RS-16-073

7/12/16

For the record, this is not a pay increase. It is a salary adjustment compensatory to the work currently performed by our Interim City Manager. Additional funds are not required to provide the compensation. The general understating received from Human Resource and Finance is that there is minimal concern regarding the effect the compensation has on retirement. The fiscal adjustment for compensation is accounted for in the City Manager and Assistant City Managers Budgets that were fully funded for FY15-16. Apart from the City Manager Budget, the Assistant City Managers Budgets have been fully funded since their inception. Funding of the City Manager Budget increased, subsequent to evaluation process and cost of living allowance provisioned for and afforded to the entire personnel organization.

I have not supported increases to the City Manager compensation rates in previous years when the question of compensation in conjunction with performance evaluation of the City Manager was considered by the governing body. I have held a consistent position in that regard that is premised on reason that compensation does not entail identical value in context to geographical and population footprint, contrasted to the responsibility footprint of federal representation in the House of Representatives, a responsibility that spans Bell and Williamson Counties. However, withstanding that reasoning, the current City Manager compensation is the standard that the will of the governing considered, voted, and approved.

In context to the consideration before us, I do not know the totality of decision-making process that brings considerations before the governing body. What I do know is that the final decision to bring considerations before the governing body terminates with City Staff after delivery of considerations to top-level management, the City Manager. The consideration of the City Manager to present considerations to the governing body are independent of the City Staff, with staff formulating information for presentation to the governing body. The level of transparency, quality, quantity, and flow of information that the governing body receives has everything to do with the quality of consideration of the governing body and has everything to do with our fiscal situation.

Responsibility and accountability has not reflected my expectation. My assessment is not subjective, rather, it is objective and readily observable through the lens of context presented to council during the briefing regarding our economic development and fiscal health (6/30/2016) Void of personality, the content and context of the briefing is full of raw data that assist the governing body to focus on what our organizational needs in order for it to function effectively and efficiently and within fiscal bounds it is given by rate and fee payers to function.

What I objectively see is the effort of an Interim City Manager to rein our organization in from fiscal culture that if left unchecked, will bring us back to back to our current dilemma in the future. If it is allowed to fester at its present rate and proceed on its current path, we may find out sooner rather than later that our culture is no longer sustainable. What I objectively see is the effort of an Interim City Manager to make visible and transparent to this body those things, if left covered and subsurface within the culture of our organization, will yield a positive or negative impact to our fiscal structure,

ability, and mechanics that are necessary to organizational financial health, over time, and after the current governing body relinquishes responsibility to future governing bodies. What I objectively see is that our organization cannot afford to continue to ignore opportunity to engage midterm corrections, absorb (osmosis) additional rates and fees, yet expect to somehow arrive at a good end. What I objectively see I see is effort by an Interim City Manager to steer our organization through rudimentary exercises and processes that engage the organization first in comprehensive fiduciary accountability before requesting the governing body to increase both rates and fees. The paradigm of management with the sole default of increasing rates and fees without first observing, preserving, and conserving revenue streams is dying: I will do everything that I can to kill it.

Obvious to me is our current negative trending path of the last few fiscal years. However, our Interim City Manager has opportunity to help us swing our pendulum towards a positive direction until such time the governing body appoints a permanent City Manager. What I objectively see is the effort of an Interim City Manager to arrange our priorities and align them with true fiscal ability to provide services to our city that are legitimate and essential to municipality conduct. This is very different from considerations that serve to manifest destiny.

I believe we are ripe to turn the page on the manner in which we have conducted business. Our Interim City Manager is laying the groundwork for that to happen. This is consideration regards more than mere compensation. The greater and lasting value is in administrative ability; it is what the organization needs in order to move our municipality down the road to solvency. The journey may be difficult without a competent head. There are currently thirteen or fourteen organizational heads if my memory is accurate. I call anything with more than one head a monster. So this consideration is about more than compensation alone.

My support for this consideration is not deterred. We may say what we may in regard to anything prior to April 5, 2016. But one thing is constant: there is only one City Manager responsible and accountable to the governing body, according to our charter. So in context and regard to the duties and responsibilities of the City Manger and the current Interim City Manager, I support support this consideration for compensation, without regard to the entirety of the personnel organization. Aware of the weight of responsibility attached to the litany of considerations that come to the governing body, through the office of the City Manager, the context of compensation comparison between the role and responsibility of the City Manager and the role and responsibility of the nature of at-will employment does not exists in the framework of employment of this state. Policy serves as the bridge for the governing body into the inner workings of our City Manager-strong-Council-elected municipal government. Our action today on this consideration will impact our future.

Jonathan L. Okray

Councilmember at-Large



City of Killeen

Legislation Details

File #: MN-16-018 **Version:** 1 **Name:** Minutes of Special City Council Meeting of July 19, 2016
Type: Minutes **Status:** Minutes
File created: 7/20/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider Minutes of Special City Council Meeting of July 19, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
Special City Council Meeting
Utility Collections Conference Room
July 19, 2016

Mayor Segarra called the meeting to order at 9:32 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Jim Kilpatrick (arrived at 9:41 p.m.), Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young

Also attending were Interim City Manager Lillian Ann Farris, City Attorney Kathryn Davis, City Secretary Dianna Barker.

Resolutions

RS-16-085 A. Receive Fiscal Year 2016-17 Proposed Annual Budget and Plan of Municipal Services.

B. Presentation/Briefing - City Manager's Proposed Annual Budget and Plan of Municipal Services for FY 2016-17

C. Set the date of September 6, 2016, to hold a public hearing on the Fiscal Year 2016-17 Annual Budget and Plan of Municipal Services

Staff comments: Jonathan Locke
(Councilmember Kilpatrick arrived at this point) The proposed FY 2016-2017 annual budget was filed with the city secretary. Finance Director Jonathan Locke briefly went over the development of the proposed budget and the operating budget highlights. The budget is scheduled to be adopted September 13, 2016.

Motion was made by Councilmember Rivera to approve RS-16-085(c), setting a public hearing date of September 6, 2016. Motion was seconded by Councilmember Okray. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Councilmember Rivera, and unanimously approved, the meeting was adjourned at 10:00 p.m.



City of Killeen

Legislation Details

File #: RS-16-078 **Version:** 1 **Name:** Bid 16-17 2016 Drainage CIP (Illinois)
Type: Resolution **Status:** Resolutions
File created: 6/24/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the award of a construction contract for Bid # 16-17 for the 2016 Minor Drainage Capital Improvement Project - Illinois to TTG Utilities, LP.
Sponsors: Public Works Department, Environmental Services
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Recommendation Letter](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize the award of a construction contract for Bid #16-17, 2016 Minor Drainage Capital Improvement Project - Illinois to TTG Utilities, LP

ORIGINATING DEPARTMENT

Public Works - Environmental Services

BACKGROUND INFORMATION

The City's adopted 2005 Drainage Master Plan and 2013 Minor Capital Improvement Project (CIP) Preliminary Engineering Report (PER) identified minor CIPs throughout the city. The City entered into a professional services agreement in July of 2013, with Jones-Heroy & Associates (JHA), for professional engineering and survey services for the final design of two Minor Drainage CIPs as presented in the 2013 PER. The 2016 Minor Drainage CIP - Illinois project includes roadway drainage improvements to the Illinois and Trimmier intersection and to an area just east of the Illinois and W.S. Young Drive intersection.

DISCUSSION/CONCLUSION

The invitation to bid for the award of a construction contract for the 2016 Minor Drainage CIP- Illinois project was advertised on May 29, 2016, and June 5, 2016. A non-mandatory pre-bid meeting was held on June 8, 2016. On June 22, 2016, two (2) bids were received by the City of Killeen and publicly read aloud at 2:15 p.m. in Council Chambers. The lowest responsive bidder was TTG Utilities, LP (TTG) in the amount of \$156,741.00. TTG's bid was \$3,210.00 under the bid submitted by McLean Construction.

JHA and Public Works staff have reviewed the bid for conformance with the contract documents and for bid balance. Based upon this evaluation and the contractor's reputation in performance of past City projects, staff recommends the award of the contract to TTG Utilities, LP in the amount of \$156,741.00. Final completion of all work is projected to be achieved within 120 consecutive calendar days from the issuance of a notice to proceed.

FISCAL IMPACT

Funding in the amount of \$156,741.00 is available in the Fiscal Year 2016 575 Drainage Utility Fund's operational budget Minor Drainage account, account number 575-3435-432.63-01.

RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into a contract with TTG Utilities, LP in the amount of \$156,741.00 for the 2016 Minor Drainage CIP - Illinois project and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.



JONES - HEROY & ASSOCIATES, INC.

June 23, 2016

Ms. Kristina Ramirez, P.E., CFM
Director of Environmental Services
City of Killeen
200 E. Avenue D, 2nd Floor
Killeen, Texas 76541

**RE: RECOMMENDATION FOR AWARD
2016 Minor Drainage CIP Illinois – Bid No. 16-17**

Dear Ms. Ramirez:

On Wednesday, June 22, 2016 at 2:00 PM, two (2) bids were received for the above referenced project. We have reviewed the bids and recommend award of the project to the lowest qualified bidder, TTG Utilities, LP in the amount of \$156,741.00. A tabulation of the bids is attached.

Please do not hesitate to contact us should you have any questions or need any additional information.

Sincerely,
JONES-HEROY & ASSOCIATES, INC.



Travis G. Clark, P.E., CFM
Associate

Attachment: Bid Tab

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-75656

Date Filed:
06/23/2016

Date Acknowledged:

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

TTG Utilities, LP
Gatesville, 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.

16-17
2016 Minor Drainage CIP Illinois Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pena, Ricardo	Gatesville, TX United States	X	

5 Check only if there is NO Interested Party.

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

[Handwritten Signature]

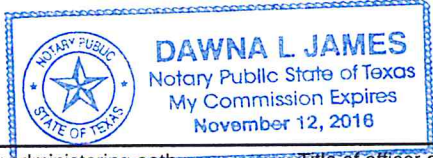
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ricardo J. Pena, this the 23rd day of June, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath



Printed name of officer administering oath: _____ Title of officer administering oath: _____



City of Killeen

Legislation Details

File #: RS-16-079 **Version:** 1 **Name:** Petco Foundation – Think Adoption First
Type: Resolution **Status:** Resolutions
File created: 6/28/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the City Manager to accept grant funding from the Petco Foundation for the Police Department’s Animal Services Unit adoption preparation program.
Sponsors: Animal Services, Police Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Petco Application](#)
[Petco Award Email](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Petco Foundation - Think Adoption First

DEPARTMENT

POLICE DEPARTMENT

BACKGROUND INFORMATION

The Animal Services Unit (ASU) is in constant search of new ideas to improve on the adoption process. Over the past several years, ASU has made several efforts to acquire additional funding to cover the cost of spay/neuter and vaccination for the adopted animals at the shelter. This ensures that animals are in compliance with the local ordinance and state law by providing fully vetted animals for adoption. It also improves the overall quality of life of the animal and provides a new pet for the family with the least fiscal impact. In furtherance of this ideology, the Petco Foundation has chosen to support the Killeen Animal Services by awarding the City of Killeen a grant for \$50,000 from the Petco Foundation.

DISCUSSION/CONCLUSION

This grant will provide aid in preparing animals for adoption by funding the cost of vaccinations, spay/neuter procedures, and special medical care when necessary. A secondary purpose of the funding is to aid in the promotion of adoption programs. These two functions together will ensure our adopted animals are presented in a manner that draws the greatest attention to their needs, while presenting our pets at their best to join with their new owners.

As this program is implemented and progresses, ASU intends to spay/neuter and vaccinate as many animals prior to adoption as possible. When an animal cannot be vetted prior to adoption, a special voucher will be issued to the new owner that can be redeemed through pre-approved sources to have the required spay/neuter and/or vaccinations performed. This will ensure that each animal meets the standards required by ordinance and state law upon adoption.

FISCAL IMPACT

This grant funding has been approved in the amount of \$50,000 and requires no matching funds to be contributed by the City of Killeen. The funds will be deposited into Account #010-0000-362.30-01. The grant term lasts until all funds are expended.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to receive the funding allocated by Petco Foundation, which will be managed and tracked by the Animal Services Unit, in collaboration with the Finance Department, to aid the shelter's adoption preparation program.

Application Form

Grant Cycle*

Decisions are made in May and October for this grant category. If you are seeking a May 2016 decision, name your request "**May 2016 Grant Cycle**". If you are seeking an October decision date, please wait and submit your application during the next cycle.

May 2016 Grant Cycle

Amount Requested*

Please provide the total amount requested.

\$35,000.00

Service Area population*

100,000 to 249,999

Geographic Area*

Geographic region in which funds will be used

TX; NM; CO; WY; LA; MS; FL; PR

Petco VIN

Please provide 4-6 digit Petco VIN (Vendor Identification Number) if known. If you do not know or do not have a VIN, please leave blank.

123055

Partner Newsletter*

Is everyone in your organization who should be receiving our partner newsletter signed up? If not, please indicate email addresses below for those that would like to receive important updates regarding grants, adoptions and other exclusive partner information.

Yes

Email #1

asanchez@killeentexas.gov

Email #2

Email #3

IMPORTANT: It is imperative that you read the Grant Application Instructions prior to completing this application. Failure to accurately complete the application in accordance with the Grant Application Instructions may result in a denial of your request.

ANIMALS RECEIVED AND OUTCOME INFORMATION FOR 2014

Please indicate the number of animals for 2014 in each category below. *(Yes, we really do want your 2014 data for this application. If your grant is approved, you will be asked to provide your 2015 data on your follow up report.)*

***IMPORTANT:** This application is for animal welfare organizations that provide sheltering and adoption services (in addition to other services). Your organization must have data to input in this section in order to proceed.*

****We strongly suggest that you access the Excel version of our Animal Data Worksheet OR printout and complete the attached pdf version Animal Data Worksheet prior to completing the section below.**

NOTE: For questions requesting a number, please enter one number only. If none, please enter 0. Please do not enter special characters such as dashes or number ranges. You may save your work and complete this section at a later date if necessary.

RECEIVED INFORMATION

On-hand (in care) as of January 1st*

103

Stray animals*

4730

Owner surrenders*

605

Transfers*

Animals transferred in from other organizations

43

Other animals*

Those animals received that do not fit in the categories above

512

TOTAL received/cared for*

Sum of all "received" fields above for the calendar year Jan 1 to Dec 31. *(Remember to include your on-hand / in care as of January 1st in this TOTAL)*

5993

OUTCOME INFORMATION

Adopted*

2212

Returned to owner*

1133

Transferred*

Animals transferred out to other organizations

729

Died in care*

90

Euthanized*

1662

Other animal outcomes*

Those animals outcomes that do not fit in the categories above

54

On-hand (in care) on December 31st*

113

TOTAL outcomes*

Sum of the "outcome" fields above for the calendar year Jan 1 to Dec 31. *(Remember to include your on-hand / in-care on December 31st in this TOTAL.)*

5993

VALIDATION*

TOTAL animals received/cared for MUST equal your TOTAL animal outcomes (see instructions).

- Total "Received" includes your in care count at the beginning of the year
- Total "Outcomes" includes your in care count at the end of the year.

Please verify that these two numbers are equal and the values indicated for the various categories add up correctly prior to proceeding.

Yes

ORGANIZATION FINANCIAL DATA

Total 2014 expenses*

Or your last fiscal year.

\$732,517.00

Portion of expenses government funded*

Include the amount of all direct funding from government including any contracts, grants or other payments.

\$0.00

Total 2014 revenue*

Or your last fiscal year.

\$85,063.00

Current budgeted expenses*

Total expense amount for your current annual budget

\$981,040.00

OPERATIONAL INFORMATION

Total spay/neuter surgeries*

Total number of spay/neuter surgeries during the year funded by your organization (all types).

45

Spay/neuter surgeries of shelter animals

45

Spay/neuter surgeries of public animals

Number of spay/neuter surgeries of public animals performed by your clinic or funded in full or part by your organization.

0

Feral cat spay/neuter surgeries

Number of feral cat spay/neuter surgeries. Animals released and not otherwise included in shelter or public surgeries.

0

Number of Humane Officers on staff*

7

Total number of days CLOSED for adoptions*

During a 365 day-year

91

Extended hours*

Number of weekend hours and weekday hours after 5pm OPEN for adoptions during a typical week (excluding any holiday weeks).

Average DOG adoption fees*

51-100

Average CAT adoption fees*

51-100

Adoption promotion*

Do you do adoption promotions, specials or events?

Yes

Adoption time frame*

The typical time period for an animal to be given to adopter after completing the application is:

Same Day

If not same day, please indicate reason(s)

Check all that apply

Other reason not same day

If you selected "Other" above, please specify reason

Adoption approvals*

What is the estimated percentage of adoption applications submitted that are approved?

Greater than 90%

Satellite adoption centers*

Please indicate total number of satellite adoption centers. Satellite adoption center refers to adoption space inside another business where animals are housed and shown for adoption. For example, cat housing in a Petco store would be considered a satellite adoption center.

1

Location

Please provide business name, city and state of the location of any satellite adoption centers.

PETCO
Harker Heights, TX

Shelter software*

What shelter software do you use to track your information?

Chameleon

Other software

If you selected "Other" above, please indicate name of shelter tracking software used.

Shelter statistics*

Does your organization annually publish your shelter statistics on your website for total intake, adoptions, euthanasia, transfers, etc.?

No

PARTNERS AND REFERENCES

Transfers from Animal Control*

Do you transfer animals from your local animal control organization(s)?

Yes

Local animal control*

Please provide the name of your local animal control organization(s).

Killeen Animal Services

Do not transfer from animal control

If you do not transfer animals from your local animal control organization(s), please indicate the reason below. Please select the best answer.

Other reason we do not transfer from AC

If you selected "other" above, please indicate reason below.

Transfers*

Do you transfer animals from other organizations?

Yes

Top 3 transfer partners

The partners in which you transferred in the greatest number of animals in the past year, and the approximate number of transferred animals per group. Please provide full name and address of organizations.

Texas Humane Hero	Total Number transferred 400-500
10930 E. Crystal Falls Parkway	
Leander, TX 78641	
Ph.# 512-260-3602	

Petco Adoption Partner*

Is your organization an active adoption partner with your local Petco store?

Yes

Frequency

If yes, how often do you bring animals for adoption to Petco stores?

Two weekends per month

Adoptions at Petco

If yes, how many adoptions did you do in 2014 at Petco stores?

101 to 200

Interested in partnership?

If not a current adoption partner, are you interested in becoming a Petco adoption partner?

No

Partnership obstacle

If you are not interested in partnering with your local Petco for adoptions, please advise primary reason why not. This will better enable us to determine how to best assist our partners in an effort to increase pet adoptions.

Other reason

If you selected "Other" above, please provide additional information.

Recommendations*

Please include the names of those that would be willing to provide a recommendation for your organization. Include Petco employees and others. Please include name, organization or company (if applicable), phone number and/or email address.

PETCO Frank 254-627-0021
Killeen Cause for Paws Ms. Laboy 254-338-5288

PURPOSE OF FUNDING REQUEST

Primary Purpose*

Please tell us the primary purpose of your funding request.

Adoption preparation (animal care, vaccinations, necessary medical treatment, spay/neuter)

Secondary Purpose

If applicable

Adoption promotion (adoption marketing and sponsorship of adoption events)

Additional Purpose

If applicable

Not Applicable

Other Purpose

If you selected "Other" above, please specify other purpose.

Date of Event

If your request is for sponsorship of an event, please provide date of event. List one date only even if event is longer than one day or multiple events.

Amount per Purpose

If you selected more than one purpose, indicate below the amount for each purpose.

Primary Purpose-25000
Secondary Purpose 10000

Use of Investment*

How will your organization utilize the investment made by the Petco Foundation, if granted?

The Killeen Animal Shelter will provide dogs and cats with the required animal care, vaccination, necessary medical treatment and spay and neuter

Recognition*

If an investment is made in your organization by the Petco Foundation, please share your ideas of how will you will recognize the Petco Foundation for said investment.

PETCO will receive an appreciation letter from the Killeen Police Department and a post on the KPD Facebook page.

Other information

Please provide other important information that may be relevant or important to our consideration of your request. *Attachments may be added in the next section.*

[Unanswered]

ATTACHMENTS

REQUIRED FINANCIAL DATA

If your most recent Form 990 is not published on GuideStar, please upload your most recent Form 990, excluding schedules. If you do not file a Form 990, please attach audited financial statements, if available, or otherwise unaudited financials statements. If you are a municipal or governmental entity, please upload your department or divisional budget. *If your document is too large, please include a link to the document below.*

Link

You may include a link to information such as your 990 or financial statements here.

Document or photo related to your submission

If you are a qualified organization and applying for a Lifesaving Impact Award, please upload required document here. If not, other document types or a photo related to your application may also be uploaded here.

SKMBT_C36016021113211.pdf

Additional document or photo

If you are applying for sponsorship of an event, please upload a listing of all sponsor levels and benefits here. If not, other document types or a photo related to your application may be uploaded here.

SKMBT_C36016021113210.pdf

NOTE: Every application MUST include a W-9 form completed, signed and dated within the last year.

Additionally, if you have never received funds from the Petco Foundation, please also include a copy of your IRS tax-exempt determination letter, section 501(c)(3). If you do not have a 501(c)(3) tax determination letter, the only other way to qualify would be to be a governmental entity and submit the completed Government or Municipal Agency form.

IMPORTANT: The name on the W-9 form must match the name on the 501c3 letter or governmental agency form.

W-9 form*

Please print page one, complete and sign IRS W-9 Form . Scan completed document and save to your computer OR if you need to create a pdf (electronic copy), click on the link "Fax to File" found in the beige margin to the left and follow the directions. This will allow you to create a document that you may upload to your application. Don't forget to include a signature where it indicates, "Signature" on the form.

W9 for COK Effective 7.20.15.pdf

IRS tax-exempt determination letter

Please upload a copy of your IRS tax-exempt determination letter. If you need to create a pdf (electronic copy) from a hard copy, please click on the "Fax to File" link in the beige margin to the left and follow the instructions. You will be able to create a document that you may upload to your application. (State exemption forms do NOT qualify.)

IRS EIN Letter.pdf

Governmental or Municipal Agency

Please print, complete and sign the Governmental Agencies or Organizations Registration **if you are a government or municipal agency** and not in possession of a 501(c)(3) tax determination letter. You may scan and upload this document after signing or if you need to create an attachment, click on the link "Fax to File" found in the beige margin to the left and follow the directions. This will allow you to create a pdf (electronic document) that you may upload to your application. Please check the appropriate boxes that explain your situation.

PETCO Foundation Governmental Agencies.pdf

Certification*

I certify that I am an officer or authorized representative of the organization submitting this application and that all information on this grant application is true and correct in all material respects. I agree that all funds granted will be utilized as set forth in this application or as otherwise agreed to in writing by the organization and the Petco Foundation. I agree on behalf of the organization that as a partner of the Petco Foundation any public messaging that includes information about the Petco Foundation shall promote a positive message about helping animals and saving lives. The organization agrees that it shall not disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm the Petco Foundation or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Petco Foundation.

Yes

Government or municipal organization certification

If submitting this application on behalf of a governmental or municipal agency, department or division, I hereby certify that any grant funds awarded will be utilized and become part of the funding on the animal control sheltering department and shall not be appropriated to the general funds of the municipality.

Yes

Address Change?*

Has your organization address changed recently? If so, please indicate "Yes" and complete the "*Update address, contact information or submit W-9*" form that is available at the bottom of our **Grant Application** page. You may access the form from the side bar menu at the top by selecting "**Apply**". The online form and attachments are required to update your address and assure that checks are mailed to the correct address.

No

By submitting this application you consent to receiving emails from the Petco Foundation. You may opt out at any time by using the unsubscribe option on each email.

IMPORTANT: Once you select "**Submit Application**" you will **NOT** be able to modify your submission. If you want to review your application, click "**Save Application**" to review and make any final changes before submitting. *You will be able to view or print the application from your account later, if desired.*

Edward W. Tucker

From: Foundation Administrator [administrator@grantinterface.com]
Sent: Friday, May 27, 2016 11:44 AM
To: Edward W. Tucker
Subject: Killeen Animal Services - Petco Foundation Grant Approval
Attachments: logo_foundation_1155x354.png; Petco Foundation Brand Guidelines.pdf

Congratulations!

The Petco Foundation is thrilled to support the lifesaving work you do by granting your organization the amount of \$50,000. These funds are designated for the purpose(s) outlined in your grant request for the May 2016 grant cycle.

Funds will be distributed to you 2-4 weeks following receipt of this email notification. By endorsing and depositing the grant check, you represent and warrant that your organization will meet the obligations specified in the grant request.

Please note that it is the intention of the Petco Foundation that funds donated shall not be appropriated to the general funds of the municipality, but rather must be utilized and become part of the funding of the animal control sheltering department.

To support your organization as you publicize the grant we have included a link to our Partner Press Kit. We encourage you to use this toolkit - which includes sample social media posts, a sample media alert, and a sample press release - to spread the word to your supporters and community about the lifesaving work you'll do with these funds.

Visit the Partners page on the Petco Foundation website to access the press kit under "Partner Resources" at <http://www.petco.com/petco Page PC foundationpresskit.aspx>

Please remember to complete your follow-up report by the due date indicated online. The follow-up report questionnaire may be found online, attached to your approved grant application. After signing in click on "Edit" in the lower right corner to access the follow up questionnaire.

Thank you for all that you do for the animals in your community. We look forward to hearing about the wonderful things you were able to accomplish with this grant.

The Petco Foundation Team

Questions about publicizing your grant? Please contact foundationpartners@petco.com. Grant questions should be referred to Mary Ann Magana, Manager, Grants Administration, at maryann.magana@petco.com.



City of Killeen

Legislation Details

File #: RS-16-080 **Version:** 1 **Name:** SunGard Annual Maintenance 2016
Type: Resolution **Status:** Resolutions
File created: 7/1/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider a memorandum/resolution to renew the annual maintenance agreement with SunGard Public Sector.
Sponsors: Information Technology Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[SunGard Invoice](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**SunGard Public Sector Annual
Maintenance Renewal**

ORIGINATING DEPARTMENT

Information Technology Services

BACKGROUND INFORMATION

SunGard Public Sector (formally SunGard HTE) was purchased in 1998 for \$1.2 million and over the past 18 years the City has added additional modules at a cost over \$400,000 bring the total enterprise software investment to \$1.6 million. SunGard Public Sector provides the City an integrated suite of software products including Financials, Human Resources, Building Permits, Utility Billing, and Code Enforcement. The maintenance renewal cost covers technical support calls, ongoing education, improvements to infrastructure, and product enhancements.

DISCUSSION/CONCLUSION

On an annual basis, the Information Technology Services Department renews the software maintenance for the enterprise software. This amount increases at the rate of approximately 4% per year. Due to changes in requirements, there was a decrease in cost this year. The cost for this action does not include a \$15,000 cost for the Learning Management System paid earlier in the year. The total SunGard cost for this year is approximately \$12,000 less than last year.

SunGard Public Sector, owned by FIS National Information Services, is the single source to acquire this annual maintenance. The purchase of items available from only one source are exempt from bidding requirements pursuant to Texas Local Government Code section 252.022.

FISCAL IMPACT

The Information Technology Services Department has budgeted FY 16 funds as follows. The cost share is based on historical non-departmental percentages.

Fund	Account	Cost Share
General Fund	010-2705-419-42-43	\$47,559.10
Hotel & Motel Fund	214-9508-457.42-43	\$6,959.87
Aviation Fund	525-9508-521.42-43	\$6,959.87
Solid Waste Fund	540-9508-439.42-43	\$5,799.89
Water and Sewer Fund	550-2705-419.42-43	\$42,919.19
Drainage Utility Fund	575-9508-492.42-43	\$5,799.89
	Total	\$115,997.81

RECOMMENDATION

The City Manager be authorized to execute the renewal of the annual maintenance agreement with SunGard Public Sector in the amount of \$115,997.81.

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	120484	31/May/2016	1 of 3

Bill To: City of Killeen
 101 North College Street
 P.O. Box 1329
 KILLEEN, TX 76540
 United States
 Attn: IT Department

Ship To: City of Killeen
 101 North College Street
 P.O. Box 1329
 KILLEEN, TX 76540
 United States
 Attn: IT Department

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	1710LG	City of Killeen	USD	NET30	30/Jun/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 00008700				
22	NaviLine Click2Gov3 - Building Permits Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	4,115.04	4,115.04
23	NaviLine Click2Gov3 - Employee Self Service Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	4,279.99	4,279.99
24	NaviLine Click2Gov3 - Customer Information System Module Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	3,547.04	3,547.04
25	NaviLine Click2Gov3 - Core Module Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,634.42	1,634.42
Contract No. 00009548				
26	Cognos NaviLine BI. Promo Q4-2014 Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,812.80	1,812.80
Contract No. 070414				
19	Human Resources Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	3,500.68	3,500.68
Contract No. 070674				
20	CIS Voice Response Interface Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,622.83	1,622.83
21	CIX IVR Credit Card Interface Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	689.71	689.71
Contract No. 20030447				
2	NAVI-Building Permits Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	11,203.33	11,203.33
3	NAVI-Code Enforcement Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	3,535.45	3,535.45
4	NAVI - Cash Receipts Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	3,523.86	3,523.86
5	NAVI - Customer Information Systems Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	15,637.14	15,637.14
6	Naviline - Asset Management I	1.00	3,338.38	3,338.38

Page Total **58,440.67**

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	120484	31/May/2016	2 of 3

Bill To: City of Killeen
 101 North College Street
 P.O. Box 1329
 KILLEEN, TX 76540
 United States
 Attn: IT Department

Ship To: City of Killeen
 101 North College Street
 P.O. Box 1329
 KILLEEN, TX 76540
 United States
 Attn: IT Department

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1 1710LG	City of Killeen		USD	NET30	30/Jun/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Jul/2016, End: 30/Jun/2017			
7	NAVI-GMBA Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	13,869.40	13,869.40
8	Naviline-Land/Parcel Management Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	5,222.04	5,222.04
9	NAVI-Accounts Receivable Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	4,903.26	4,903.26
10	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	7,621.51	7,621.51
11	NAVI-Payroll/Personnel Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	8,137.34	8,137.34
12	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	8,322.80	8,322.80
13	NAVI-DMS - Document Management Services Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,176.55	1,176.55
Contract No. 20060187				
14	Cash Receipts Lock Box Interface Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	707.10	707.10
Contract No. 20061667				
15	Imaging Interface - Community Development Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,385.21	1,385.21
16	IVR - Imaging Interface - Utilities Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,385.21	1,385.21
17	IVR - Imaging I/F - Financials Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	1,385.21	1,385.21
18	Procurement Card Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	1.00	2,341.51	2,341.51
Contract No. 9801013				
1	Retrofit Modification Option Maintenance Start: 01/Jul/2016, End: 30/Jun/2017	11.00	100.00	1,100.00

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
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Invoice

Company	Document No	Date	Page
LG	120484	31/May/2016	3 of 3

Bill To: City of Killeen
 101 North College Street
 P.O. Box 1329
 KILLEEN, TX 76540
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 Attn: IT Department

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1710LG	City of Killeen		USD	NET30	30/Jun/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
Page Total				0.00

Remittance: SunGard Public Sector
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	115,997.81
Sales Tax	0.00
Invoice Total	115,997.81
Payment Received	0.00
Balance Due	115,997.81



City of Killeen

Legislation Details

File #: RS-16-081 **Version:** 1 **Name:** Lease Amendments at KAAC
Type: Resolution **Status:** Resolutions
File created: 7/5/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing lease agreement amendments with Richard Milburn Academy, Bring Everyone in the Zone, Killeen Civic Art Guild, Bell County Human Services, Greater Killeen Free Clinic, and Central Texas Council of Governments at the Killeen Arts & Activities Center.
Sponsors: Community Development
Indexes: Killeen Arts & Activities Center
Code sections:
Attachments: [Council Memorandum](#)
[Bell County Lease Agreement](#)
[Bring Everyone in the Zone Agreement](#)
[CTCOG Lease Agreement](#)
[Free Clinic Lease Agreement](#)
[Killeen Civic Art Guild Lease Agreement](#)
[Milburn Lease Agreement](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize Lease Agreement Amendments with Richard Milburn Academy, Bring Everyone in the Zone, Killeen Civic Art Guild, Bell County Human Services, Greater Killeen Free Clinic, and Central Texas Council of Governments at the Killeen Arts & Activities Center

ORIGINATING DEPARTMENT

Community Development

BACKGROUND INFORMATION

In 2011, the City Council approved the lease agreements with the above-referenced tenants for office space at the Killeen Arts & Activities Center (KAAC). The leases were for a period of five (5) years, expiring in July and August, 2016, with renewal options for two, five (5)-year terms. The Greater Killeen Free Clinic's lease term is for fifteen (15) years because of requirements under CDBG regulations in that any lease related to CDBG funding must be for a minimum of fifteen (15) years. CDBG funds were used to rehabilitate that building in 2011.

DISCUSSION/CONCLUSION

In the original lease agreements approved by council, there is an option to renew for two additional five (5) year terms. Staff is proposing to amend the renewal term to one three (3) year term. Bell County Human Services, Richard Milburn Academy, and Bring Everyone in the Zone currently pay monthly rent as well as utilities. The Killeen Civic Art Guild, Central Texas Council of Governments, and Greater Killeen Free Clinic currently do not pay monthly rent or utilities to the City of Killeen for the office space they occupy at the KAAC. Greater Killeen Free Clinic does pay for janitorial fees to the city for the cleaning of its space.

FISCAL IMPACT

Staff is recommending the City Council consider an increase to the monthly rent of sixty-two (62) cents per square foot to sixty-eight and 1/2 cents (68.5) per square foot of office space occupied by Richard Milburn Academy, Bring Everyone in the Zone, and Bell County Human Services. The net increase for all three agencies is \$15,369.00 annually over the next three (3) years. For the Killeen Civic Art Guild, staff is recommending the tenant pay for its portion of electricity, gas, water, trash, and sewer beginning with the renewal term. Staff is also recommending that Central Texas Council of Governments pay the same utilities for the space it occupies at KAAC. All utilities will be prorated based on the square foot of space they occupy and will be billed in arrears by the City of Killeen on a monthly basis. For the Greater Killeen Free Clinic, staff is recommending that janitorial fees be increased from \$172.00 monthly to \$429.93 monthly, for a net increase of \$3,095.16 annually.

RECOMMENDATION

Staff recommends amending the leases as described above and that the city manager be authorized to sign said amendments.

STATE OF TEXAS §
§ LEASE AGREEMENT
COUNTY OF BELL § AMENDMENT NO. 1

WHEREAS, the City of Killeen (Lessor) and Bell County Human Services, also known as Killeen HELP Center (Lessee) entered into a Lease Agreement effective August 1, 2011, for the lease of real property at 802 N. Second Street, in Killeen, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and addressed as 718 North Second Street, Suite B and

WHEREAS, pursuant to the provisions of this Amendment, the parties desire to amend and extend the term of the Original Lease Agreement as previously amended.

NOW, THEREFORE, WITNESSETH:

Effective July 31, 2016, the Lease Agreement, as amended herein, will continue in full force and effect, for an additional term of three (3) years, beginning August 1, 2016, and continuing until July 31, 2019, unless sooner terminated under the terms of the Original Lease. Lessor and Lessee agree that the Original Lease is further amended as follows:

I. Article III, Paragraph A is hereby amended to read as follows:

A. Monthly Rent

On or before the first of each month during this lease, Lessee will pay Lessor four thousand, one hundred forty dollars and 14/100 dollars (\$4,140.14) ~~three thousand seven hundred forty seven and 28/100 dollars (\$3,747.28)~~, with the first month's rent due on or before August 1, 2011. It is expressly understood that any payments by Lessee under this agreement, whether rent or otherwise shall be from currently budgeted funds, as provided in Article X, Section H.

II. Article III. Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:
City of Killeen
Attn: Finance Department
P.O. Box 1329
Killeen, TX 76540

In Person:
City of Killeen
Finance Department
802 North Second Street, Building E
~~City Hall, Third Floor~~
Killeen, TX 76541

III. Article III. Paragraph D is hereby amended to read as follows:

D. Utilities

(1) Subject to paragraph (2) below, Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, and any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider or Lessor, if Lessor holds the account for metering devices. If so, Lessee will be charged for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

IV. Article VI. Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

V. Article VI. Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any

other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period, except to the extent the premises are rendered uninhabitable. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises.

(2) Lessee is responsible for disposal of its own trash accumulation at its own expense. Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell, or other locations on the premises. Lessee will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law, said reimbursement to come from currently budgeted funds.

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property. ~~Lessor shall make all other repairs to the leased premises~~

VI. Article VII. Paragraph A is hereby amended to read as follows:

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts require below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

VII. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this
____ day of _____, 2016.

CITY OF KILLEEN:

Lillian Ann Farris
Interim City Manager

BELL COUNTY HUMAN SERVICES

Jon H. Burrows
Bell County Judge

Exhibit "B"

Basic Rent

718 North Second Street, Suite B 6,044 square feet	\$4,140.14 per month
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Sundry charges

Key replacement	\$15.00
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Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment:
5% of total monthly rent if paid ten (10) days after the first day of each month.

STATE OF TEXAS

§

§

**LEASE AGREEMENT
AMENDMENT NO. 2**

COUNTY OF BELL

§

WHEREAS, the City of Killeen (Lessor) and Bring Everyone in the Zone, (Lessee) entered into a Lease Agreement effective August 23 2011, for the lease of certain property, being E207, 208, and 209 at 802 N. Second Street in Killeen, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and

WHEREAS, effective February, 25, 2014, Lessor and Lessee executed Lease Agreement Amendment No. 1 for additional office space at Suite 211; and

WHEREAS, pursuant to the provisions of this 2nd Amendment, the parties desire to amend and extend the term of the Original Lease Agreement as previously amended.

NOW, THEREFORE, WITNESSETH:

Effective August 24, 2016, the Lease Agreement, as previously amended and as further amended herein, will continue in full force and effect, for an additional term of three (3) years, beginning August 24, 2016, and continuing until August 23, 2019, unless sooner terminated under the terms of the Original Lease. Lessor and Lessee agree that the Original Lease is further amended as follows:

I. Article I, Paragraph A is hereby amended to read as follows:

A. Parties

This lease is made and executed in duplicate by and between the City of Killeen, P.O.

Box 1329, Killeen, Bell County, Texas, 76540, herein called Lessor, and Bring Everyone in the Zone, P.O. Box 793, Killeen, Texas, 76540, hereinafter called Lessee.

II. Article III, Paragraph A of the Original Lease, as previously amended, is hereby amended to read as follows:

A. Monthly Rent

On or before the first of each month during this extended lease, beginning August 24, 2016, Lessee will pay Lessor five hundred forty four dollars and 57/100 hundredths (\$544.57) as base rent, with the first month's rent due on or before the fifth day of each month.

III. Article III, Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:
City of Killeen
Attn: Finance Department
P.O. Box 1329
Killeen, TX 76540

In Person:
City of Killeen
Finance Department
802 North Second Street –Building E
Killeen, TX 76541

IV. Article III, Paragraph E is hereby amended to read as follows:

E. Utilities

(1) Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider or Lessor, if Lessor holds the account for metering devices. If so, Lessee will be charged proportionately for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

V. Article VI, Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

VI. Article VI, Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises, but Lessor shall not incur any liability to Lessee for disturbance of quiet enjoyment of the leased premises, or loss of occupation thereof.

(2) Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell or other undesignated locations on the property. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises, except for damage caused by wind, storm or fire: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures. The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These

items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property.

VII. Article VII, Paragraph A(1) is hereby amended to read as follows:

A. Liability and Property Insurance

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts required below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

VIII. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PRECEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas

standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

IX. Article XII, Paragraph A is hereby amended to read as follows:

A. Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail, return receipt requested, addressed to the proper party. Lessor's address for this purpose shall be the address specified herein for payment of rent, or such other address as Lessor may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the premises leased.

LESSOR:

City of Killeen
Attn: City Manager
P.O. Box 1329
Killeen, TX 76540
(254) 501-7700
Fax: (254) 634-2484

LESSEE:

Bring Everyone in the Zone.
Attn: Executive Director
P.O. Box 763
Killeen, Texas 76540
(254) 681-9112

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2016.

CITY OF KILLEEN:

Lillian Ann Farris
Interim City Manager

BRING EVERYONE IN THE ZONE

Maureen Jouett
Executive Director

Exhibit "B"

Basic Rent

802 North Second Street, Suites E207, 208, 209 and 211 \$544.56 per month
795 square feet

Sundry charges

Key replacement \$15.00

Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment: 5% of total monthly rent if paid ten (10) days after the first day of each month

STATE OF TEXAS

§

§

**LEASE AGREEMENT
AMENDMENT NO. 1**

COUNTY OF BELL

§

WHEREAS, the City of Killeen (Lessor) and Central Texas Council of Governments - Housing Division., (Lessee) entered into a Lease Agreement effective August 1, 2011, for the lease of real property at 802 N. Second Street in Killeen, Suite E215, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and

WHEREAS, pursuant to the provisions of this Amendment, the parties desire to amend and extend the term of the Original Lease Agreement as previously amended.

NOW, THEREFORE, WITNESSETH:

Effective July 31, 2016, the Lease Agreement, as further amended herein, will continue in full force and effect, for an additional term of three (3) years, beginning August 1, 2016, and continuing until July 31, 2019, unless sooner terminated under the terms of the Original Lease. Lessor and Lessee agree that the Original Lease is further amended as follows:

I. Article I, Paragraph A is hereby amended to read as follows:

A. Parties

This lease is made and executed in duplicate by and between the City of Killeen, P.O. Box 1329, Killeen, Bell County, Texas, 76540, herein called Lessor, and Central Texas Council of Governments – Housing Division, P.O. Box 792, Belton, Texas 76513, hereinafter called Lessee.

II. Article III, Paragraph A is hereby amended to read as follows:

A. Monthly Rent

No monthly rent is required. On or before the first of each month during this extended lease, beginning August 1, 2016, Lessee will pay Lessor one dollar (\$1.00) as base rent, with the first month's rent due on or before the fifth day of each month.

III. Article III, Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:
City of Killeen
Attn: Finance Department
P.O. Box 1329
Killeen, TX 76540

In Person:
City of Killeen
Finance Department
802 North Second Street –Building E
Killeen, TX 76541

IV. Article III, Paragraph D is hereby amended to read as follows:

D. Utilities

(1) ~~Lessor~~ Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider or Lessor, if Lessor holds the account for metering devices. If so, Lessee will be charged proportionately for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

V. Article VI, Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or

rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

VI. Article VI, Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises, but Lessor shall not incur any liability to Lessee for disturbance of quiet enjoyment of the leased premises, or loss of occupation thereof.

(2) Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell or other undesignated locations on the property. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises, except for damage caused by wind, storm or fire: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures. The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property.

VII. Article VII, Paragraph A(1) is hereby amended to read as follows:

A. Liability and Property Insurance

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts required below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

VIII. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

IX. Article XIII, Paragraph A is hereby amended to read as follows:

A. Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail, return receipt requested, addressed to the proper party. Lessor's address for this purpose shall be the address specified herein for payment of rent, or such other address as Lessor may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the premises leased.

LESSOR:

City of Killeen
Attn: City Manager
P.O. Box 1329
Killeen, TX 76540
(254) 501-7700
Fax: (254) 634-2484

LESSEE:

Central Texas Housing Division.
Attn: Director of Administration
P.O. Box 792
Belton, Texas 76513
(254-770-2300

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2016.

CITY OF KILLEEN:

Lillian Ann Farris
Interim City Manager

Central Texas Council of Governments –Housing Division.

R.Michael Irvine
Director of Administration

Exhibit "B"

Basic Rent

802 North Second Street, Suite E215 \$1.00
611 square feet

Sundry charges

Key replacement \$15.00

Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment: 5% of total monthly rent if paid ten (10) days after the first day of each month

If requested by Lessee, janitorial services will be provided at a monthly rate of ~~one hundred and seventy-two dollars and 00/100 (\$172.00)~~ four hundred twenty-nine and 93/100 dollars (\$423.93). The monthly janitorial services will be reviewed every ~~two (2)~~ years, with any increases agreed to by the parties in a written addendum to this lease.

III. Article III, Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:
City of Killeen
Attn: Finance Department
P.O. Box 1329
Killeen, TX 76540

In Person:
City of Killeen
Finance Department
802 North Second Street –Building E
~~City Hall, Third Floor~~
Killeen, TX 76541

IV. Article VI, Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

V. Article VI, Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises, but Lessor shall not incur

any liability to Lessee for disturbance of quiet enjoyment of the leased premises, or loss of occupation thereof.

(2) Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell or other undesignated locations on the property. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises, except for damage caused by wind, storm or fire: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures. The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property.

VI. Article VII, Paragraph A(1) is hereby amended to read as follows:

A. Liability and Property Insurance

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts required below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

VII. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND

AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

VIII. Article XII, Paragraph A is hereby amended to read as follows:

A. Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail, return receipt requested, addressed to the proper party. Lessor's address for this purpose shall be the address specified herein for payment of rent, or such other address as Lessor may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the premises leased.

LESSOR:

City of Killeen
Attn: City Manager
P.O. Box 1329
Killeen, TX 76540
(254) 501-7700
Fax: (254) 634-2484

LESSEE:

Greater Killeen Free Clinic
Attn: Executive Director
718 North Second Street, Suite A
Killeen, TX 76540
(254)-618-4211

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this _____ day of _____, 2016.

CITY OF KILLEEN:

Lillian Ann Farris
Interim City Manager

Greater Killeen Free Clinic

Marlene A. DiLillo
Executive Director

Exhibit "B"

Monthly Rent

802 N. Second 3,033 square feet	\$ 1.00
Janitorial Services	\$429.93

Sundry charges

Key replacement	\$15.00
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Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment: 5% of total monthly rent if paid ten (10) days after the first day of each month

STATE OF TEXAS

§

§

**LEASE AGREEMENT
AMENDMENT NO. 1**

COUNTY OF BELL

§

WHEREAS, the City of Killeen (Lessor) and Killeen Civic Art Guild (Lessee) entered into a Lease Agreement effective August 1, 2011, for the lease of real property at 802 N. Second Street, Suite D100 in Killeen, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and

WHEREAS, pursuant to the provisions of this Amendment, the parties desire to amend and extend the term of the Original Lease Agreement as previously amended.;

NOW, THEREFORE, WITNESSETH:

Effective August 1, 2016, the Lease Agreement, as further amended herein, will continue in full force and effect, for an additional term of three (3) years, beginning August 1, 2016, and continuing until July 31, 2019, unless sooner terminated under the terms of the Original Lease. Lessor and Lessee agree that the Original Lease is further amended as follows:

I. Article I, Paragraph A is hereby amended to read as follows:

A. Parties

This lease is made and executed in duplicate by and between the City of Killeen, P.O. Box 1329, Killeen, Bell County, Texas, 76540, herein called Lessor, and Killeen Civic Art Guild, 802 North Second Street, Suite D100 Killeen, TX 76541, hereinafter called Lessee.

II. Article III, Paragraph A of the Original Lease, as previously amended, is hereby amended to read as follows:

A. Monthly Rent

~~No monthly rent is required~~ On or before the first of each month during this lease, beginning August 1, 2016, Lessee will pay Lessor one dollar (\$1.00) as base rent, with the first month's rent due on or before the fifth day of each month.

III. Article III, Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:
City of Killeen
Attn: Finance Department
P.O. Box 1329
Killeen, TX 76540

In Person:
City of Killeen
Finance Department
802 North Second Street –Building E
Killeen, TX 76541

IV. Article III, Paragraph D is hereby amended to read as follows:

D. Utilities

(1) ~~Lessor~~ Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider or Lessor, if Lessor holds the account for metering devices. If so, Lessee will be charged proportionately for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

V. Article VI, Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the

new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

VI. Article IV, Paragraph E is hereby amended to read as follows:

The property maintains operating hours as follows:

- Monday through Friday 7:00 am to 7:00 pm
- Saturday 8:00am to 2:00pm

VII. Article VI, Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises, but Lessor shall not incur any liability to Lessee for disturbance of quiet enjoyment of the leased premises, or loss of occupation thereof.

(2) Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell or other undesignated locations on the property. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises, except for damage caused by wind, storm or fire: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures. The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer

line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property.

VIII. Article VII, Paragraph A(1) is hereby amended to read as follows:

A. Liability and Property Insurance

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts required below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

IX. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PRECEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for

loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

X. Article XIII, Paragraph A is hereby amended to read as follows:

A. Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail, return receipt requested, addressed to the proper party. Lessor's address for this purpose shall be the address specified herein for payment of rent, or such other address as Lessor may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the premises leased.

LESSOR:

City of Killeen
Attn: City Manager
P.O. Box 1329
Killeen, TX 76540
(254) 501-7700
Fax: (254) 634-2484

LESSEE:

Killeen Civic Art Guild.
Attn: President
802 N. Second Street, Suite D100
Killeen, Texas 76541
(254) 290-2928

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2016.

CITY OF KILLEEN:

Lillian Ann Farris
Interim City Manager

Killeen Civic Art Guild.

Stephen Culver
President

Exhibit "B"

Basic Rent

802 North Second Street, Suite D100
2,016 square feet \$1.00

Sundry charges

Key replacement \$15.00

Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment: 5% of total monthly rent if paid ten (10) days after the first day of each month

II. Article III, Paragraph A of the Original Lease, as previously amended, is hereby amended to read as follows:

A. Monthly Rent

On or before the first of each month during this extended lease, beginning August 1, 2016, Lessee will pay Lessor ~~seven thousand nine hundred, seventy eight dollars and 78/100 (\$7,978.78),~~ Eight Thousand, Eight Hundred and Fifteen Dollars (\$8,815.00) as base rent, with the first month's rent due on or before the fifth day of each month.

III. Article III, Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:
City of Killeen
Attn: Finance Department
P.O. Box 1329
Killeen, TX 76540

In Person:
City of Killeen
Finance Department
802 North Second Street –Building E
~~City Hall, Third Floor~~
Killeen, TX 76541

IV. Article III, Paragraph E is hereby amended to read as follows:

E. Utilities

(1) Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider or Lessor, if Lessor holds the account for metering devices. If so, Lessee will be charged proportionately for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

V. Article VI, Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

VI. Article VI, Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises, but Lessor shall not incur any liability to Lessee for disturbance of quiet enjoyment of the leased premises, or loss of occupation thereof.

(2) Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell or other undesignated locations on the property. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises, except for damage caused by wind, storm or fire: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures. The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained,

qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property.

VII. Article VII, Paragraph A(1) is hereby amended to read as follows:

A. Liability and Property Insurance

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts required below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

VIII. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy

exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

IX. Article XII, Paragraph A is hereby amended to read as follows:

A. Notices

Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail, return receipt requested, addressed to the proper party. Lessor's address for this purpose shall be the address specified herein for payment of rent, or such other address as Lessor may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the premises leased.

LESSOR:

City of Killeen
Attn: City Manager
P.O. Box 1329
Killeen, TX 76540
(254) 501-7700
Fax: (254) 634-2484

LESSEE:

Richard Milburn Academy, Inc.
Attn: Superintendent
1263 Terminal Loop
McQueeney, Texas 78123
(830) 557-6181
Fax: (830) 557-5424

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this
____ day of _____, 2016.

CITY OF KILLEEN:

Lillian Ann Farris
Interim City Manager

RICHARD MILBURN ACADEMY, INC.

Norman Hall
Superintendent

Exhibit "B"

Basic Rent

802 North Second Street, Suite G \$8,815.00 per month
12,869 square feet

Sundry charges

Key replacement \$15.00

Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment: 5% of total monthly rent if paid ten (10) days after the first day of each month



City of Killeen

Legislation Details

File #: RS-16-082 **Version:** 1 **Name:** Lease agreement for cardiac monitors for the Fire Department

Type: Resolution **Status:** Resolutions

File created: 7/13/2016 **In control:** City Council

On agenda: 7/26/2016 **Final action:**

Title: Consider a memorandum/resolution authorizing a lease purchase agreement for the purchase of six (6) cardiac monitors for the Fire Department.

Sponsors: Fire Department

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Physio-Control Quote](#)
[Lease Agreement](#)
[Lease Agreement - Terms and Conditions Addendum](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize a lease agreement for the purchase of six (6) cardiac monitors for the Fire Department

ORIGINATING DEPARTMENT

Fire Department

BACKGROUND INFORMATION

The Killeen Fire Department uses LIFEPAK monitors/defibrillators in its ambulances. It is necessary to have a standard defibrillator so paramedics do not have to struggle while providing life-saving care. It is in the best interest of the patients for there to be a single type of monitor/defibrillator that everyone providing care is trained to use, which maximizes patient care while minimizing the risk for mistakes.

DISCUSSION/CONCLUSION

Currently the Killeen Fire Department needs to replace six (6) LIFEPAK 12 monitor/defibrillators that have reached end of life, and the parts/servicing for them is no longer available. Physio-control (vendor) has provided a quotation which includes a 5-year servicing package with the first year being at no cost. Physio-control, through U.S. Bank Equipment Finance, is offering a lease purchase agreement for six (6) LIFEPAK 15 cardiac monitor/defibrillators. This purchase is exempt from the bidding process as a purchase necessary to preserve and protect the public health or safety of the city's residents.

Effective December 2016, six (6) cardiac monitors will reach end of life. This would result in the Fire Department being required to cease operations of six ambulances if the monitor/defibrillators are not replaced.

FISCAL IMPACT

Amount financed:	Six (6) LIFEPAK 15 cardiac monitors	\$218,487.24
Annual payment total is:		\$50,887.84
Breakdown as follows:		
\$43,697.44	Payment on amount financed X 5 years	\$218,487.24
\$7,190.40	Service/maintenance agreement pass through X 5 years	\$35,952.00
\$50,887.84	Total Physio Quote	\$254,439.24
	Shipping & handling fee	\$185.00
	First year one-time origination fee	\$159.00
Annual payment total is:		\$50,887.84

Funding for the cardiac monitor/defibrillators is available in account number 010-7070-442.61-35.

RECOMMENDATION

The Fire Department staff recommends that the City Council authorize the City Manager to enter into a lease purchase agreement for the purchase of six (6) LIFEPAK 15 monitors/defibrillators from Physio-control through U.S. Bank Equipment Finance, and that the City Manager is further authorized to execute any and all change orders within the amounts set by state and local law.



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

KILLEEN FD
201 N 28TH
KILLEEN, TX 76541

Quote Number	00045728
Revision #	1
Created Date	7/13/2016
Sales Consultant	Chad Lewis
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30
Expiration Date	7/28/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	6.00	34,960.00	-3,496.00	31,464.00	188,784.00
11140-000015	AC power cord	6.00	77.70	-7.77	69.93	419.58
11140-000052	LP15 REDI-CHARGE Adapter Tray	6.00	198.50	-19.85	178.65	1,071.90
11141-000115	REDI-CHARGE Base (power cord not included)	6.00	1,470.00	-147.00	1,323.00	7,938.00
11160-000011	NIBP CUFF BAYONET-REUSEABLE,INFANT	6.00	21.00	-2.10	18.90	113.40
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	6.00	24.00	-2.40	21.60	129.60
11160-000015	NIBP CUFF BAYONET-REUSEABLE,ADULT	6.00	30.00	-3.00	27.00	162.00
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	6.00	33.00	-3.30	29.70	178.20
11160-000019	NIBP CUFF BAYONET-REUSEABLE,XL ADULT	6.00	48.00	-4.80	43.20	259.20
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	6.00	637.00	-63.70	573.30	3,439.80
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	6.00	704.00	-70.40	633.60	3,801.60
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	6.00	54.60	-5.46	49.14	294.84
11260-000039	LIFEPAK 15 Carry case back pouch	6.00	79.20	-7.92	71.28	427.68
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	6.00	309.20	-30.92	278.28	1,669.68
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	24.00	453.60	-45.36	408.24	9,797.76
50999-000121	Zone5: (151 to 200Mi) or (243 to 322Km)	4.00	420.00	0.00	420.00	1,680.00
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	6.00	6,720.00	-1,008.00	5,712.00	34,272.00

Subtotal	USD 254,439.24
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

Grand Total	USD 254,624.24
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Pricing Summary Totals

List Price Total	USD 284,763.60
Total Contract Discounts Amount	USD -6,048.00
Total Discount	USD -24,276.36
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number CL/01672501/86382

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



Lease Agreement

AGREEMENT NO.

EQUIPMENT FINANCE

2075157

Send Account Inquiries to: 1310 Madrid Street • Marshall, MN 56258
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Table with customer information including Full Legal Name (CITY OF KILLEEN), Street Address (201 N 28th STREET), City (KILLEEN), State (TX), ZIP (76541), Phone (254-501-7667), and Billing Street Address.

EQUIPMENT

SERIAL NO.

SIX (6) PHYSIO 99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB, ADAPTIVE BIPHASIC, MANUAL & AED, COLOR LCD, 100MM PRINTER, NONINVASIVE PACING, METRONOME, TRENDING, SPO2, NIBP, 12-LEAD ECG, ETCO2, CARBON MONOXIDE, BLUETOOTH

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENTS & TERMS

Advance Payment: \$ (plus applicable taxes)

If no Advance Payment is required, the first Payment is due 120 days after the Agreement start date.

5 Annual Payments of \$ 50,887.84 (plus applicable taxes)

Each Payment includes a pass-through amount of \$ 7,190.40 for Supplies and/or Services, as defined on page 2.

The lease contract payment ("Payment") period is monthly unless otherwise indicated. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date.

END OF LEASE OPTIONS

You may choose one of the following options, which you may exercise at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked, then Fair Market Value will be your end of lease option.

- 1) Purchase all but not less than all of the Equipment for its Fair Market Value, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
[X] Purchase all but not less than all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on this Agreement, as it may be supplemented from time to time.

2. RENT, TAXES AND FEES: You will pay the Payments (as adjusted) when due, plus all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF KILLEEN

CUSTOMER (AS REFERENCED ABOVE)

X

SIGNATURE

INTERIM CITY MANAGER

TITLE

LILLIAN ANN FARRIS

PRINT NAME

DATED

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

3. MAINTENANCE AND LOCATION OF EQUIPMENT; RETURN; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. SECURITY DEPOSIT: You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 3 or when we are fully paid.

8. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. USA PATRIOT ACT NOTICE; FAXED OR SCANNED DOCUMENTS; MISC.: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You agree to submit the original duly-signed documents with the security deposit to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider.

10. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

11. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

12. MAINTENANCE, SUPPLIES AND SERVICES: You agree to pay the Payments under this Agreement and any supplements thereto, which may include charges for supplies ("Supplies") and maintenance and warranty services (collectively, the "Services") to be furnished by the supplier to you for use with the Equipment. You agree that we are not a manufacturer or supplier of the Supplies or Services and you will look only to the supplier for the furnishing of the Supplies and the performance of the Services. You further agree that your obligations under this Agreement are unconditional, notwithstanding any breach by the supplier of any obligation to you to furnish the Supplies or to provide the Services.

13. COST ADJUSTMENTS: At the end of the first 12 months after the start of this Agreement, and once each successive 12-month period thereafter, the supplier may increase the Services and Supplies portion of the Payments by up to a maximum of 15% of the then-existing charge.



EQUIPMENT FINANCE

AMENDMENT TO START DATE

AGREEMENT # 2075157

This Amendment is to be attached to and become part of Agreement # 2075157, between the undersigned as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor/Secured Party. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party. If any terms hereof are inconsistent with the terms of the Agreement, the terms hereof shall prevail.

The parties wish to amend the above-referenced Agreement as set forth below in the box marked with an "X":

- The term of this Agreement shall start on the date that we receive the first signed delivery and acceptance certificate for the Equipment that is the subject of this Agreement.
- The term of this Agreement shall start on .
- The term of this Agreement shall start on the booking date of this Agreement.

Except as amended herein, all other terms of the Agreement remain in full force and effect.

ACKNOWLEDGED AND AGREED:

CITY OF KILLEEN
Customer

X
Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

PROPERTY TAX AND AMOUNT FINANCED ADDENDUM

AGREEMENT # 2075157

Addendum to Agreement # 2075157, between CITY OF KILLEEN, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

The Equipment, which is subject to this Agreement MAY BE located in a jurisdiction which imposes property tax. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed to be a conditional sales contract and we are not and shall not be deemed to be the owner of the Equipment for any purpose. Therefore, we shall not be liable for personal property taxes assessed against the Equipment and shall not report the Equipment to the applicable taxing authorities. As owner, you shall report and remit directly to the applicable taxing authorities any and all personal property taxes assessed against the Equipment, in accordance with applicable law, and shall maintain proof of payment. Please check with the appropriate taxing authority for specific requirements or information. This notice has been provided to help ensure that your transaction is processed in the most timely and accurate manner.

Equipment Cost \$218,487.24
Sales Tax \$
Total Amount Financed \$218,487.24

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance
Lessor
Signature
Title Date

CITY OF KILLEEN
Customer
X
Signature LILLIAN ANN FARRIS
INTERIM CITY MANAGER
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

SALES TAX EXEMPTION
CERTIFICATE REQUEST

AGREEMENT #

2075157

**** IF APPLICABLE ****

PLEASE ATTACH YOUR SALES TAX
EXEMPTION CERTIFICATE ALONG
WITH THE SIGNED DOCUMENTS.



Addendum to Agreement # 2075157 dated _____, between CITY OF KILLEEN as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance") as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Authorized Signatory

Title Date

CITY OF KILLEEN

Customer
X

Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



DELIVERY & ACCEPTANCE CERTIFICATE

EQUIPMENT FINANCE

AGREEMENT #

2075157

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor/Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditional accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon you signing below, your promises in the Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment and/or Financed Items from the below-referenced Supplier and you may contact the Supplier for any warranty rights, which, if the Agreement is a lease, we transfer to you for the term of the Agreement (or until you default).

Supplier:	Equipment and/or Financed Items Description
PHYSIO CONTROL INC	SIX (6) PHYSIO 99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB, ADAPTIVE
	BIPHASIC, MANUAL & AED, COLOR LCD, 100MM PRINTER, NONINVASIVE
	PACING, METRONOME, TRENDING, SPO2, NIBP, 12-LEAD ECG, ETCO2,
	CARBON MONOXIDE, BLUETOOTH

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CITY OF KILLEEN

Customer

X

Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER

Title

Acceptance Date

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**AUTHORIZATION FOR
AUTOMATIC PAYMENTS**

AGREEMENT #

EQUIPMENT FINANCE

2075157

1. CITY OF KILLEEN ("Customer") hereby authorizes and requests U.S. Bank Equipment Finance, a division of U.S. Bank National Association ('U.S. Bank Equipment Finance') ("Lessor/Secured Party") or its assigns (the "Bank") to initiate debit entries ("withdrawals") from the account indicated below and to transfer the withdrawn funds in accordance with the following instructions. **Please note that your bank statement will reference U.S. Bank Equipment Finance as the drawer of your payments.**

2. The withdrawals shall be made from:

- Checking Savings

Bank Name:		
City:	State:	Zip:
Account Number:	ABA No.:	
Obtain this number from your bank		

ON A SEPARATE PAGE, PLEASE PROVIDE A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION.

3. The withdrawn funds shall be transferred to Bank for application to all lease, loan or other obligations of Customer to Bank ("the Transaction(s)").

4. The amount of each withdrawal shall be an amount equal to each scheduled payment periodically due on the Transaction(s), plus any applicable taxes and other amounts due and owing in connection with the Transaction(s) at the time of such withdrawal.

5. Withdrawals shall be made on each payment due date of the Transaction(s) (the "Due Date(s)"). Notwithstanding the foregoing, Customer acknowledges that Bank will not make a withdrawal of the amount due in connection with any purchase option(s) and that Bank will bill Customer for such payment.

6. If the Due Date falls on a Saturday, Sunday or legal holiday, withdrawals shall be made on the following business day. If there are insufficient funds in the account described above to make any preauthorized debit, Bank may refuse to make the automatic debit, in which case, Customer agrees to separately make payment of the amount then due. Customer agrees to pay all fees on the account resulting from the automatic debits, including the amount of any resulting overdraft and any overdraft / NSF charges.

7. Customer acknowledges and agrees that Bank may cancel this automatic withdrawal service at any time upon five (5) days written notice to Customer. Otherwise, this authorization shall remain in full force and effect until Bank has received written notification from Customer that this authorization is terminated in such time as to afford Bank a reasonable opportunity to act on it. **If the approval for the Transaction(s) required that payments be made by automatic withdrawal, this authorization shall remain in full force and effect for so long as any amounts remain owing on the Transaction(s) or until Bank gives its prior written consent to a termination hereof.**

Please fax or email completed form and voided check to 800-328-9092 or efcustomersupport@usbank.com.

Dated this _____ day of _____, 20_____.

CITY OF KILLEEN

Customer

X

Signature LILLIAN ANN FARRIS

INTERIM CITY MANAGER

Title _____ Date _____

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.



EQUIPMENT FINANCE

INSURANCE AUTHORIZATION AND VERIFICATION

AGREEMENT #

2075157

Date: February 24, 2016

To: CITY OF KILLEEN ("Customer")
Attn: LILLIAN ANN FARRIS
201 N 28TH STREET
KILLEEN, TX 76541

From: U.S. Bank Equipment Finance, a division of U.S. Bank National Association, and its successors and assigns ("Creditor")
Attn: Insurance Department
1310 Madrid Street
Marshall, MN 56258

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor requires proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed equipment (the "Equipment") meets Creditor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, AND ITS SUCCESSORS AND ASSIGNS shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00.

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$218,487.24, with deductibles no more than \$10,000.00.

*Customer: Please execute this form and return with your document package. Creditor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Insurance Department at (800) 828-8246 Ext. 1513727.

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent: CITY OF KILLEEN
Address:
Phone/Fax:
E-Mail:
X By: LILLIAN ANN FARRIS, INTERIM CITY MANAGER

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at (866) 405-8329. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements. CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, please deliver notice to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ('U.S. Bank Equipment Finance') in accordance with the policy provisions.

Agent hereby verifies that the above requirements have been met in regard to the Equipment listed below.

Print Name Of Agency:
X
By: X
(Agent's Signature)
Print Name: X Date: X

Insurable Value: \$218,487.24

EQUIPMENT DESCRIPTION FOR AGREEMENT NUMBER: 2075157

SIX (6) PHYSIO 99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB, ADAPTIVE BIPHASIC, MANUAL & AED, COLOR LCD, 100MM PRINTER, NONINVASIVE PACING, METRONOME, TRENDING, SPO2, NIBP, 12-LEAD ECG, ETCO2, CARBON MONOXIDE, BLUETOOTH, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.



EQUIPMENT FINANCE

TERMS AND CONDITIONS ADDENDUM

AGREEMENT # 2075157

Addendum to Lease Agreement # 2075157 and State and Local Government Addendum #2075157, between City of Killeen, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Lease Agreement as follows:

The sentence which follows the END OF LEASE OPTIONS section which reads "Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED" is modified to read as follows: "THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED, EXCEPT BY NON-APPROPRIATION, AS PROVIDED IN THE STATE AND LOCAL GOVERNMENT ADDENDUM TO THIS AGREEMENT."

Section 3. MAINTENANCE AND LOCATION OF EQUIPMENT; RETURN; SECURITY INTEREST:

Subsection (3) of Sentence 1 of this Section is deleted in its entirety.

Section 6. DEFAULT AND REMEDIES:

Sentence 2 is modified to read as follows: "If any part of a Payment is more than 10 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law."

Section 13. COST ADJUSTMENTS: This entire section has been intentionally deleted.

The parties wish to amend the above-referenced State and Local Government Addendum as follows:

Second paragraph entitled NON-APPROPRIATION OR RENEWAL:

Sentence 2 is modified to read as follows: "Upon such event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us to a location within Texas."

By signing this Addendum, Customer acknowledges the above changes to the Lease Agreement the State and Local Government Addendum and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Lease Agreement and the State and Local Government Addendum, this Addendum shall prevail. In all other respects, the terms and conditions of the Lease Agreement and the State and Local Government Addendum remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

City of Killeen

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**EQUIPMENT LOCATION
ADDENDUM**

EQUIPMENT FINANCE

**AGREEMENT #
2075157**

Addendum to Agreement # 2075157, dated July , 2016, between City of Killeen, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

At its own risk, Customer shall use or permit the use of the Equipment primarily at the location specified in the Agreement (unless the Equipment is mobile, in which case it may be moved in the ordinary course of business) and shall not remove the Equipment from such location without prompt written notice to Lessor. Notwithstanding the foregoing, the Equipment shall not be moved outside the United States without Lessor's prior written consent. Customer shall be responsible for maintaining records showing the location of each piece of Equipment. All costs of relocation or reinstallation will be at Customer's expense. Customer is responsible for the risk of loss, damage or destruction to the Equipment at all times, including but not limited to the transit, relocation or reinstallation periods.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

City of Killeen

Lessor

Customer

Signature

X

Signature

Title

Date

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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.
Physio-Control, Inc.
Redmond, WA United States

Certificate Number:
2016-84336

Date Filed:
07/13/2016

Date Acknowledged:

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

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.

Quote# 00045728
LIFEPAK 15 Monitor/Defibrillators, accessories, and service.

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

5 Check only if there is NO interested Party.

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



Brent VanFossen - Strategic Pricing Analyst
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brent VanFossen, this the 13th day of July, 2016, to certify which, witness my hand and seal of office.

Rebecca M. Joseph Signature of officer administering oath
Rebecca M. Joseph Printed name of officer administering oath
Notary Public Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.
U.S. Bank Equipment Finance, a division of U.S. Bank Natinal Association
Tigard, OR United States

Certificate Number:
2016-85124

Date Filed:
07/14/2016

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 Fire Department

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.

Quote #00045728
LIFEPAK 15 Monitor/Defibrillators, accessories, and service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jacobsen, Chelsea	Tigard, OR United States		X
	Denison, Josephine	Tigard, OR United States		X
	Stammer, Erin	Tigard, OR United States		X
	Gannott, Jodi	Tigard, OR United States		X
	Lingl, Nathan	Tigard, OR United States		X
	Pavenko, Anna	Tigard, OR United States		X
	Humphrey, Tracey	Tigard, OR United States		X
	Wilmes, Justin	Tigard, OR United States		X
	Knutson, Susan	Tigard, OR United States		X
	Crosby, Don	Tigard, OR United States		X
	Parker, P.W.	Minneapolis, MN United States	X	
	Cecere, Andrew	minneapolis, MN United States	X	
	Davis, Richard	Minneapolis, MN United States	X	
	U.S. Bancorp	Minneapolis, TX United States	X	
	Lewis, Chad	San Antonio, TX United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-85124

Date Filed:
07/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
U.S. Bank Equipment Finance, a division of U.S. Bank National Association
Tigard, OR 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 Fire Department

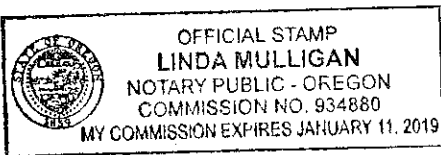
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Quote #00045728
LIFEPAK 15 Monitor/Defibrillators, accessories, and service

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Sandi Hanks
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sandi Hanks, this the 14 day of July, 2016, to certify which, witness my hand and seal of office.

Linda Mulligan
Signature of officer administering oath

Linda Mulligan
Printed name of officer administering oath

Notary Public
Title of officer administering oath



City of Killeen

Legislation Details

File #: OR-16-009 **Version:** 1 **Name:** Atmos Franchise
Type: Ordinance **Status:** Third Reading
File created: 5/23/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**
Title: Consider an ordinance granting a gas franchise to Atmos Energy Corporation. (3rd of 3 readings)
Sponsors: City Attorney Department
Indexes:
Code sections:
Attachments: [Council Memorandum Ordinance](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		
7/12/2016	1	City Council		
7/5/2016	1	City Council Workshop		
6/14/2016	1	City Council	Approved on First Reading	Pass
6/7/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

An ordinance granting a gas franchise to Atmos Energy Corporation

ORIGINATING DEPARTMENT

City Attorney

BACKGROUND INFORMATION

The City Charter states that the City has ownership and right of control and use of streets, highways, alleys, parks, public places, and all other real property. It further provides that the City Council may grant a right of use of City property to others for the purpose of furnishing to the public any general public service through a franchise.

In 1996, the City granted a twenty-year gas franchise to Lone Star Gas. Lone Star's successor, Atmos Energy Corporation, seeks to establish a new franchise upon the expiration of the current franchise later this year.

DISCUSSION/CONCLUSION

City staff has worked with Atmos representatives to prepare the proposed franchise. The fee received by the City will continue to be five percent (5%) of the gross revenues received by Atmos for the sale of gas within the city limits, with payments made quarterly. Atmos has requested to remove two categories of revenue from the current definition of revenue. The first is revenues billed but not collected, or uncollectable debt. Based on information provided by Atmos for the past four years, removal of that category would reduce the City's revenue from Atmos by approximately \$4,000 per year. The second is contributions in aid of construction. These are reimbursements Atmos receives for costs they expend to move or extend infrastructure, either from a governmental entity or a private developer. The reimbursements have varied over the past several years, ranging from less than \$100 to \$1,444 annually.

The franchise term is proposed to be fifteen (15) years, with an automatic five-year (5) renewal unless notice to terminate or renegotiate is given by either party 120 days before expiration.

Staff has reviewed franchises granted to Atmos by other cities in recent years, and the terms and conditions of the proposed franchise are substantially the same. The franchise also contains what is commonly called a most favored nations provision. If Atmos were to grant a franchise to another city that results in a higher franchise fee, the City would also have that fee available upon acceptance of all terms granted to the other city.

The City Charter requires three (3) readings of a franchise ordinance, and the last reading must be not less than 30 days from the first. The three readings will be June 14, July 12, and July 26. A franchise does not take effect until 60 days after passage. It is proposed that this ordinance be effective October 1, 2016.

FISCAL IMPACT

Atmos has paid the following revenue to the City over the past five years:

FY 2016 - \$ 74,402.11 (reflects one quarterly payment)

FY 2015 - \$390,254.01

FY 2014 - \$364,594.62

FY 2013 - \$270,101.37

FY 2012 - \$256,786.27

RECOMMENDATION

Recommend the City Council approve the proposed franchise ordinance.

ORDINANCE NO: _____

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Killeen, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2031, provided that at the end of the expiration of the initial term, the term shall be automatically renewed for one (1) additional five-year period on the same terms and conditions as set forth herein, unless written notice is given by either party 120 days before the expiration of the initial term setting forth the desire to renegotiate or terminate the franchise.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb, in accordance with applicable city ordinances and regulations. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the

proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing, reconstructing or improving its sewers, drainage, water lines, streets, or utilities, or in constructing, reconstructing, improving, widening or straightening its Public Rights-of-Way, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy, after consulting with the City, to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy

submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.

- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 30th day of November, 2016 and the last days of February, May, and August, 2017, and on or before the same days of each succeeding year during the life of this franchise the last payment of the initial term being made on the 30th day of November, 2031, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar quarter.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);

- (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
- (4) "Gross Revenues" shall also include fees collected pursuant to this agreement and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.
- (5) "Gross Revenues" shall not include:
- (a) revenues billed but not ultimately collected or received by Atmos Energy;
 - (b) contributions in aid of construction;
 - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
 - (d) sales tax paid to the City;
 - (e) interest or investment income earned by Atmos Energy; and
 - (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. The initial payment made under this franchise for the rights and privileges herein provided shall be on November 30, 2016, and shall be for the period October 1 through December 31, 2016, and each succeeding payment shall be for the calendar quarter in which the payment is made, as follows:

<u>Payment Due Date</u>	<u>Quarter Upon Which Payment is Based</u>	<u>Quarter for Which Payment is Made</u>
February 28 th	October 1 – December 31	January 1 – March 31
May 31 st	January 1 – March 31	April 1 – June 30
August 31 st	April 1 – June 30	July 1 - September 30
November 30 th	July 1 - September 30	October 1 – December 31

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of

this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of October 1, 2016.

PASSED AND APPROVED on this the _____ day of _____, 2016.

ATTEST:

Dianna Barker, City Secretary

Jose L. Segarra, Mayor
City of Killeen, Texas

Kathryn H. Davis, City Attorney



City of Killeen

Legislation Details

File #: PH-16-022 **Version:** 1 **Name:** Zoning 16-09
Type: Ordinance **Status:** Ordinances
File created: 6/16/2016 **In control:** City Council
On agenda: 7/26/2016 **Final action:**

Title: Consider an ordinance requested by the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to rezone 13.556 acres out of the R. Cunningham Survey, Abstract No. 199 from "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "R-2" (Two-Family Residential District) and "R-3F" (Multifamily Residential District) uses for a Housing Tax Credit (HTC) eligible project named Hyde Estates. The property is located along the east right-of-way of Cunningham Road, approximately 600' south of its intersection with E. Stan Schlueter Loop (FM 3470). (Tabled from July 12, 2016 Regular City Council Meeting)

Sponsors: Planning & Development Dept

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Attachment to CCMO](#)
[Minutes](#)
[Ordinance](#)
[Exhibits](#)
[Application](#)
[Location map](#)
[Buffer map](#)
[Considerations](#)
[Responses](#)
[Opposition](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		
7/12/2016	1	City Council		
7/5/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z16-09 "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PUD (PLANNED UNIT DEVELOPMENT) WITH "R-2" (TWO FAMILY RESIDENTIAL DISTRICT) AND "R-3F" (MULTIFAMILY RESIDENTIAL DISTRICT) USES

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Quintero Engineering submits this request on behalf of the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to rezone 13.556 acres out of the R. Cunningham Survey, Abstract No. 199 from "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "R-2" (Two-Family Residential District) and "R-3F" (Multifamily Residential District) uses for a Housing Tax Credit (HTC) eligible project named *Hyde Estates*. The developer for the project, Housing Solutions Alliance L.L.C. is proposing to construct a 76 dwelling unit project with 4 duplex buildings and 17 fourplex buildings. The development is proposing 17 one-bedroom units; 37 two-bedroom units; 16 three-bedroom units; 6 four-bedroom units; and one office building proposed for this development. This project was presented to the City Council on February 23, 2016 and received a resolution of Local Government Support and a Commitment of Development funding by a Local Political Subdivision (LPS Funding) for the project. The Texas Department of Housing and Community Affairs (TDHCA) is the State administering agency for the HTC.

District Descriptions:

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

- (1) Any use permitted in district "R-1"
- (2) Two-family dwellings

A building or premises in a "R-3F" Multifamily Residential District shall be used only for the following purposes:

- (a) Uses. A building or premises in an R-3F multifamily residential district shall be used only for the following purposes:
 - (1) All uses allowed in section 31-186
 - (2) Multifamily structures containing three (3) or four (4) separate dwelling units
 - (3) Institutions of a religious, educational, charitable or philanthropic nature, but not a penal or mental institution
 - (4) Licensed group or community home housing five (5) or fewer persons
 - (5) Accessory buildings and uses, customarily incident to the above uses and located on the same lot therewith, not involving the conduct of a business

- (b) When a planned unit development required, rezoning applications under this division shall be subject to the requirements of 31-256.9 of Division 8B of this article, if applicable.

A planned unit development (PUD) is a land use design incorporating the concepts of density and common open space. Common open space shall include, but is not limited to, community amenities such as parks, gardens, pedestrian trails, recreation areas, and usable undisturbed, natural areas. The PUD designation serves as an "overlay zoning and development classification." In this capacity, the designation permits specific negotiated development regulations to be applied to the base land use zoning district(s) in which the property is located. When a parcel of land receives a PUD designation, the entire parcel must be assigned one or more standard zoning district classifications. However, the added PUD overlay classification enables the developer of the site to request that specific land use development regulations be applied to his development site. Such specific land use and development regulations shall not take effect until they are reviewed, public hearings are held and approval is obtained from both the Planning and Zoning Commission and the City Council. The PUD classification is an overlay designation to provide the flexibility to permit development projects which may include multiple land uses. This classification serves the following purposes:

- (a) Establish a procedure for the development of a parcel of land under unified control to reduce or eliminate the inflexibility that might otherwise result from strict application of land use standards and procedures designed primarily for individual lots.
- (b) Ensure structured review and approval procedures are applied to unique development projects that intended to take advantage of common open space and promote pedestrian circulation.
- (c) Allow developers greater freedom to be innovative in selecting the means to provide access, light, open space, and amenities.
- (d) Provide flexibility from the strict application of existing development regulations and land use standards and allow developers the opportunity to take advantage of special site characteristics and location.

The regulatory provisions of this classification are intended to achieve the above purposes while maintaining the spirit of the current City of Killeen Development Regulations, as amended. As such, these provisions represent the governing body's minimum quality of life standard and no variance or exception shall be granted thereto.

Property Specifics

Applicant/Property Owner: The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust

Property Location: The property is located along the east right-of-way of Cunningham Road, approximately 600' south of its intersection with E. Stan Schlueter Loop (FM 3470).

Legal Description: 13.556 acres out of the R. Cunningham Survey, Abstract No. 199, Killeen, Texas

Zoning/ Plat Case History:

- There is no recent zoning activity for the property.
- The subject property is not platted.

Character of the Area

Existing Land Use(s) on the Property: The project area is currently undeveloped. Oak Valley Subdivision Phases II and IV are located south and east of the subject site.

Figure 1. Zoning Map

See attachment.

Figure 2. Water and Wastewater Map

See attachment.

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: The existing potable water main that would serve the property is a 16-inch diameter transmission main running parallel to the lot frontage within the right-of-way of Cunningham Road. Upon approval of a future development permit application, the developer would be required to extend public water mains across the property to provide adequate domestic and fire flows in accordance with the City of Killeen Code of Ordinances and other applicable development criteria. A permit applicant is solely responsible for and shall perform and submit the results of all required testing of the public water mains to confirm adequate flow and pressure exists to support any Code-mandated fire protection measures.

Various scenarios are available for retail potable water supply to a multifamily development:

- A master meter (with backflow/crossflow isolation) set at a tap on a public water main, with a multi-service-unit-equivalent yard line with or without (owner-side) sub-metering
- A looped dedicated public water main (the means of water distribution required per the City's adopted Infrastructure Development & Design Standards Manual) internal to the complex with one or more service connections or
- An individual service connections from an abutting public water main to individual buildings and, in some cases, individual units

Please note that transmission of potable water to individual "customers" through a private potable water transmission system that does not conform with 30 TAC 290 and Killeen Code of Ordinances Chapter 30 rules would result in regulation of the supplier as a retail water purveyor by the TCEQ. Public sanitary sewer utility service is immediately available to the property. An

existing 12-inch diameter gravity sanitary sewer interceptor that serves the entire contributing wastewater drainage basin crosses the full extent of the eastern portion of the subject tract. Upon approval of a future development permit application, the developer would be required to extend a public sanitary sewer main to provide adequate collection capacity in accordance with City of Killeen Code of Ordinances and other applicable development criteria.

It shall be noted that Public Works personnel have performed only a basic assessment of publicly-dedicated water and sanitary sewer infrastructure that would serve this property. The property owner and his agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for redevelopment of the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:

Existing conditions: The applicant is advised that ingress/egress to and from Cunningham Road will be disciplined through the policies of the City's Thoroughfare Development Manual when the property is developed. Cunningham Road, classified as a minor arterial (90 feet right-of-way) street by the City's adopted Thoroughfare Plan, is constructed as an urban section road functioning at its desired level of service. City Code requires that capacity analysis related to development is the responsibility of the developer. Accordingly, the developer may be required to conduct a traffic impact analysis to demonstrate that the transportation demand from the proposed development will not negatively impact (i.e., downgrade) the transportation level of service for Cunningham Road.

Proposed Improvements: No proposed improvements are contemplated as part of this zoning request.

Projected Traffic Generation: Significant upon build out

Environmental Assessment

Topography: The property ranges in elevation from 838 feet to 868 feet in elevation.

Regulated Floodplain/Floodway/Creek: This parcel is located within a FEMA regulatory Special Flood Hazard Area (SFHA) Zone X. This area has an unmapped creek that connects the upstream pond to the downstream FEMA identified creek. The north part of the parcel is a known high ground water and flood prone area. A creek buffer zone and/or a riparian buffer zone will need to be established for this development.

Land Use Analysis

Land Use Plan: This area is designated as 'General Residential' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The 'General Residential' character encourages detached residential dwellings as the primary focus, attached housing types subject to compatibility and open space standards (e.g. duplexes), planned developments with a mix of housing types subject to compatibility and open space standards, public/institutional, parks, and other public spaces. The characteristics of this designation include:

- Predominantly “R-1” zoning district with less openness and separation between dwellings compared to Suburban Residential areas
- Auto-oriented character that can be offset with architectural standards, landscaping, and limited uniform subdivision designs
- Neighborhood-scale commercial emerging over time for well-suited areas

Consistency: The zoning request is consistent with the intent of the Comprehensive Plan.

Public Notification

The staff notified fifty-seven (57) surrounding property owners regarding this request. Staff received a protest from Ramon K. Sarmiento, the owner of 3613 Crosscut Loop, Killeen, Texas. Additionally, Kyle Wheatley, the owner of 5118 Spring Drive, Killeen, spoke in opposition to the request. Leroy W. Nellis, the owner of 4600 Cunningham Road, submitted a response in support of the project.

Recommendation

The Planning & Zoning Commission recommended approval of the applicant’s PUD zoning request by a vote of 4 to 2 with Vice Chair Dorroh and Commissioner Harkin in opposition. The Planning and Zoning Commission recommends the following conditions as part of the approval:

- the applicant shall adhere to the submitted site plan, architectural elevations and floorplans;
- the applicant shall match or exceed the façade standards as prescribed by the Texas Department of Housing and Community Affairs 2016 Qualified Allocation Plan (QAP); the QAP requires greater than 30 percent stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely;
- the applicant shall provide a minimum of four different color variations within the project;
- all buildings shall be one-story with the exception of those buildings containing 4-bedroom units;
- the applicant shall satisfy all landscaping and screening requirements set in Killeen Code of Ordinances Sections 31-255.5 and 31-255.7. Specifically, the requirements amount to 68 trees, 204 shrubs and screening around the north, east and south project boundaries;
- the applicant shall provide two play areas, each to include universal designed, ADA compliant equipment, as illustrated on the site plan;
- the applicant shall provide an interior sidewalk plan subject to City Council review and approval;
- the applicant shall meet all Hill Country transit (HOP) guidelines and specifications for the bus stop shelter illustrated on the site plan; and
- the applicant shall satisfy City Code for trash receptacles.

Figure 1. Zoning Map

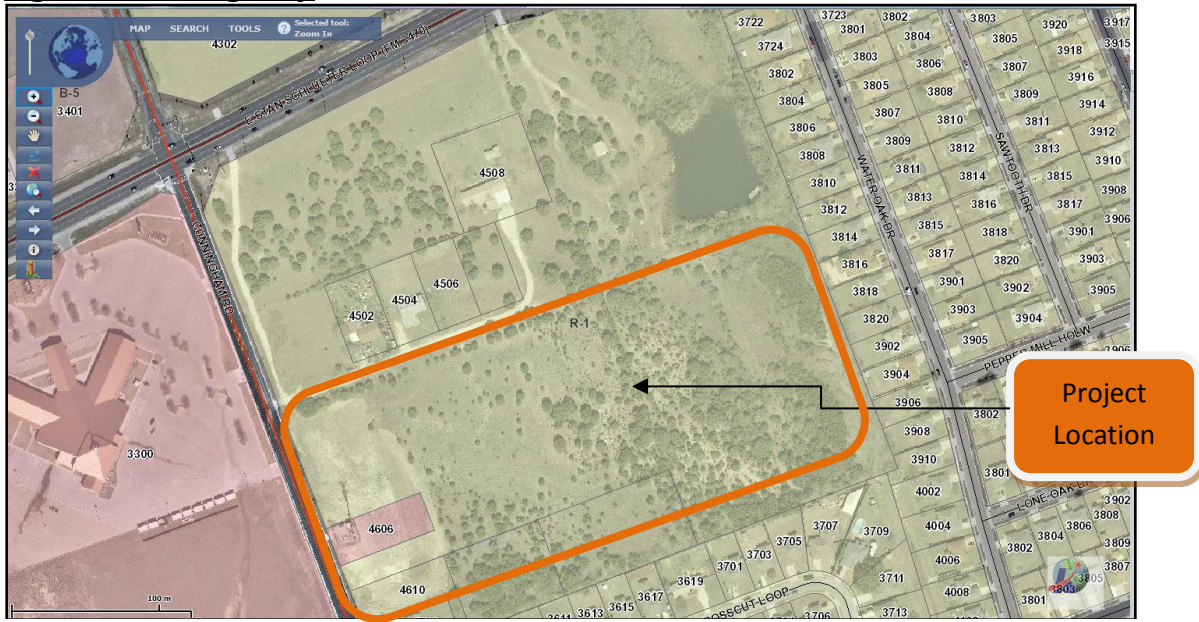
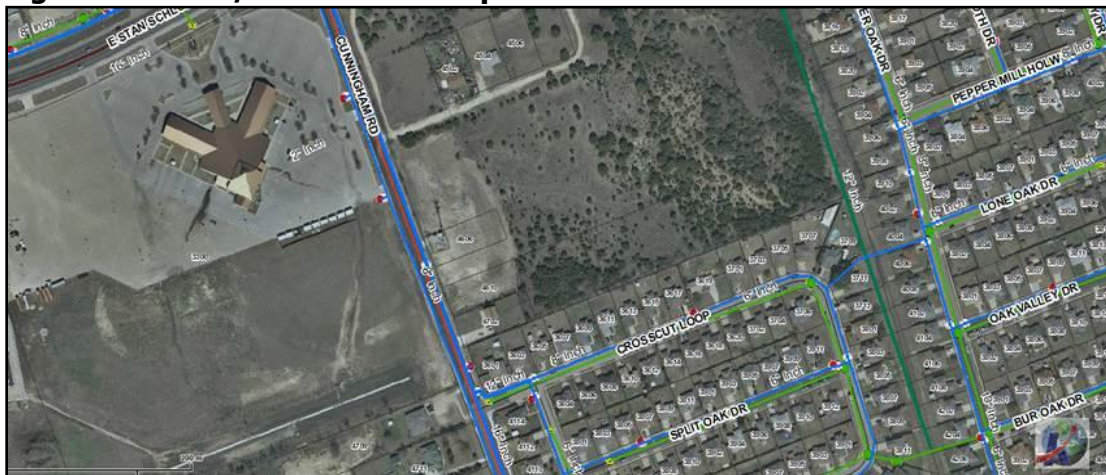


Figure 2. Water/Wastewater Map



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
JUNE 20, 2016**

**CASE #Z16-09
R-1 TO PUD with R-2 and R-3F**

HOLD a public hearing and consider a request by the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to rezone approximately 13.556 acres out of the Robert Cunningham Survey, Abstract No. 199, from “R-1” (Single-Family Residential District) to a Planned Unit Development (PUD) with “R-2” (Two-Family Residential District) and “R-3F” (Multi-Family Residential District) uses. The property is located along the east right-of-way of Cunningham Road, approximately 600’ south of its intersection with E. Stan Schlueter Loop (FM 3470).

Chairman Frederick requested staff comments.

City Planner Tony McIlwain stated that the developer for the project, Housing Solutions Alliance L.L.C. is proposing to construct a 76 dwelling unit project with 4 duplex buildings and 17 fourplex buildings. The development is proposing 17 one-bedroom units; 37 two-bedroom units; 16 three-bedroom units; 6 four-bedroom units; and one office building proposed for this development. This project was presented to the City Council in February 2016.

The staff notified 57 (fifty seven) surrounding property owners regarding this request. Staff received one protest and one response in support.

Staff recommends approval of the applicant’s PUD request subject to the following:

- the applicant shall adhere to the submitted site plan, architectural elevations and floorplans (i.e. exhibits 1, 2 and 3);
- the applicant shall provide a minimum of four different color variations within the project;
- all buildings shall be one-story with the exception of those buildings containing 4-bedroom units;
- the applicant shall satisfy all landscaping and screening requirements set in Killeen Code of Ordinances Sections 31-255.5 and 31-255.7. Specifically, the requirements amount to 68 trees, 204 shrubs and screening around the north, east and south project boundaries; and
- the applicant shall provide a second play area (to include equipment) in the eastern portion of the development site.

Vice Chair Dorroh suggested that the following be added to the recommendations: the playground equipment needs to be universal designed, ADA compliant equipment for both playground areas; provide an interior sidewalk plan; meet all Hill Country transit (HOP) guidelines and specifications for the bus stop shelter illustrated on the site plan; the applicant

shall match or exceed the masonry standards as prescribed by the Texas Department of Housing and Community Affairs 2016 Qualified Allocation Plan (QAP); the applicant shall satisfy City Code for trash receptacles.

Mr. Pedro Quintero, Quintero Engineering, LLC, 415 E. Avenue D, Killeen, Texas, was present to represent this request.

Chairman Frederick opened the public hearing.

Mr. Kyle Wheatley, the owner of 5118 Spring Drive, Killeen, Texas spoke against the request.

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

Commissioner Dillard motioned to recommend approval of the request with the recommendations. Commissioner Alvarez seconded the motion. The motion passed 4-2 with Vice Chair Dorroh and Commissioner Harkin in opposition.

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

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH R-2 (TWO FAMILY RESIDENTIAL DISTRICT) AND R-3F (MULTIFAMILY RESIDENTIAL DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Quintero Engineering submits this request on behalf of the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust to the City of Killeen for a request for an amendment of the Zoning Ordinance of the City of Killeen by changing the classification of approximately 13.556 acres, being part of the R. Cunningham Survey, Abstract No. 199, from “R-1” (Single-Family Residential District) to a Planned Unit Development (PUD) with “R-2” (Two-Family Residential District) and “R-3F” (Multifamily Residential District) uses for a Housing Tax Credit (HTC) eligible project named Hyde Estates, said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 20th day of June 2016 with the following conditions:

- the applicant shall adhere to the submitted site plan, architectural elevations and floorplans attached as Figure 1, Figure 2, and Figure 3;
- the applicant shall match or exceed the façade standards as prescribed by the Texas Department of Housing and Community Affairs’ 2016 Qualified Allocation Plan (QAP); the QAP requires greater than 30 percent stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely;
- the applicant shall provide a minimum of four different color variations within the

project;

- all buildings shall be one-story with the exception of those buildings containing 4-bedroom units;
- the applicant shall satisfy all landscaping and screening requirements set in Killeen Code of Ordinances Sections 31-255.5 and 31-255.7. Specifically, the requirements amount to 68 trees, 204 shrubs and screening around the north, east and south project boundaries;
- the applicant shall provide two play areas, to include universal designed, ADA compliant equipment, as illustrated on the site plan;
- the applicant shall provide an interior sidewalk plan subject to City Council review and approval;
- the applicant shall meet all Hill Country transit (HOP) guidelines and specifications for the bus stop shelter illustrated on the site plan; and
- the applicant shall satisfy City Code for trash receptacles.

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 12th day of July 2016, at the City Hall, City of Killeen;

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

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

Section I. That the zoning classification of the following described tract be changed from “R-1” (Single-Family Residential District) to Planned Unit Development (PUD) with “R-2” (Two-Family Residential District) and “R-3F” (Multifamily Residential District) uses, with those conditions

stipulated by the Planning and Zoning Commission, for approximately 13.556 acres, being part of the R. Cunningham Survey, Abstract No. 199, for property located along the east right-of-way of Cunningham Road, approximately 600' south of its intersection with E. Stan Schlueter Loop (FM 3470), 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 26th day of July 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

Jose L. Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #16-09

Ord. #

Exhibit 3



1 BEDROOM UNIT
750 SF



2 BEDROOM UNIT
998 SF



3 BEDROOM UNIT
1,165 SF



4 BEDROOM UNIT
1,550 SF

HYDE ESTATES

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

KILLEEN TEXAS



Figure 3. Floorplans

PROPOSED SITE INFORMATION:

1. LANDUSE:
 - 1.1. EXISTING USE: UNDEVELOPED
 - 1.2. PROPOSED USE: MULTIFAMILY RESIDENTIAL
2. ZONING:
 - 2.1. EXISTING ZONING: R-1
 - 2.2. PROPOSED ZONING: R-2 & R-3F WITH PUD
3. BUILDING USE:
 - 3.1. TOTAL NUMBER OF BUILDINGS: 22
 - 3.2. DUPLEX: 4 BUILDINGS
 - 3.3. FOUR-PLEX: 17 BUILDINGS
 - 3.4. COMMUNITY BUILDING: 1 BUILDING
4. DWELLING UNIT SUMMARY:
 - 4.1. TOTAL NUMBER OF DWELLING UNITS: 76
 - 4.2. "1" BEDROOM UNITS: 17
 - 4.3. "2" BEDROOM UNITS: 37
 - 4.4. "3" BEDROOM UNITS: 16
 - 4.5. "4" BEDROOM UNITS: 6
5. TOTAL PARKING: 192 SPACES

PROPOSED SUBDIVISION INFORMATION:

SURVEY: R. CUNNINGHAM SURVEY, A-199
 NUMBER OF BLOCKS: 1
 NUMBER OF LOTS: 1
 TOTAL ACREAGE: 13.556 ACRES

LEGEND

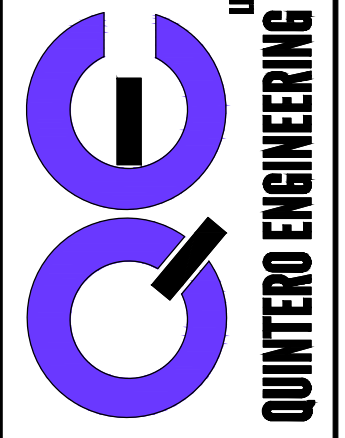
- PROPERTY LINE
- EASEMENT LINES
- BUILDING LINES
- PROPOSED 6" WATER LINE
- PROPOSED 6" SEWER LINE
- PROPOSED SCREENING
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- MANHOLE
- CLEANOUT
- FLOW DIRECTION
- HANDICAP PARKING
- PARKING COUNT
- SHRUB
- TREE



For Interim Review Only
 These documents are released for the purpose of review and comment under the authority of: Pedro Quintero, P.E., on February 19, 2016. They are not to be used for construction purposes.

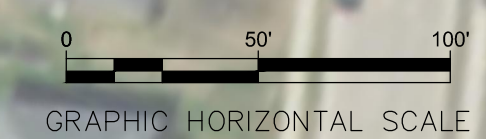
ISSUED FOR REVIEW, COMMENT
 PROJECT NO.: 15-089
 DATE: February 2016

QUINTERO ENGINEERING, LLC
 415 E. AVENUE D
 KILLEEN, TEXAS 76841
 PHONE: (254) 493-9982
 FAX: (254) 432-7070
 T.B.P.E. FIRM NO.: 14789
 T.B.P.L.S. FIRM NO.: 10194111



CUNNINGHAM TRACT MULTI-FAMILY DEVELOPMENT
 KILLEEN, BELL COUNTY, TEXAS
 PROPOSED DEVELOPMENT CONCEPT PLAN

SHEET TITLE:
 DRAWING NO.: C101





GAZEBO

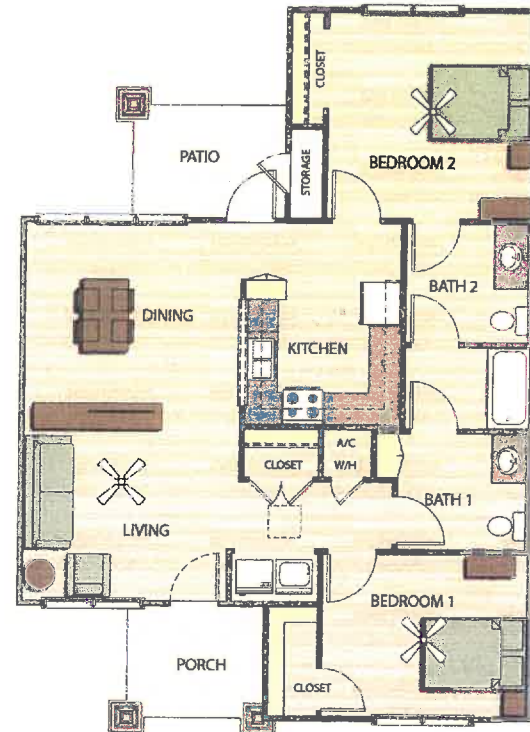
HYDE ESTATES

KILLEEN TEXAS

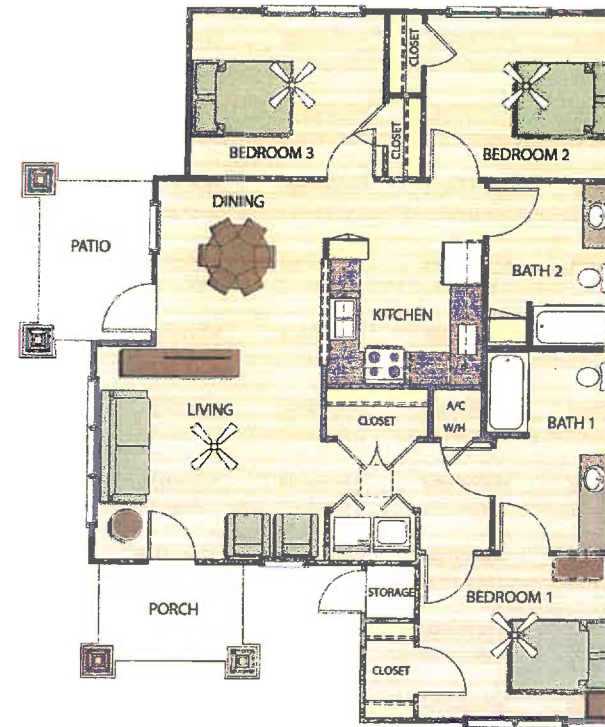
A RESIDENTIAL COMMUNITY DEVELOPED BY
GREATER KILLEEN HOUSING ALLIANCE, INC.



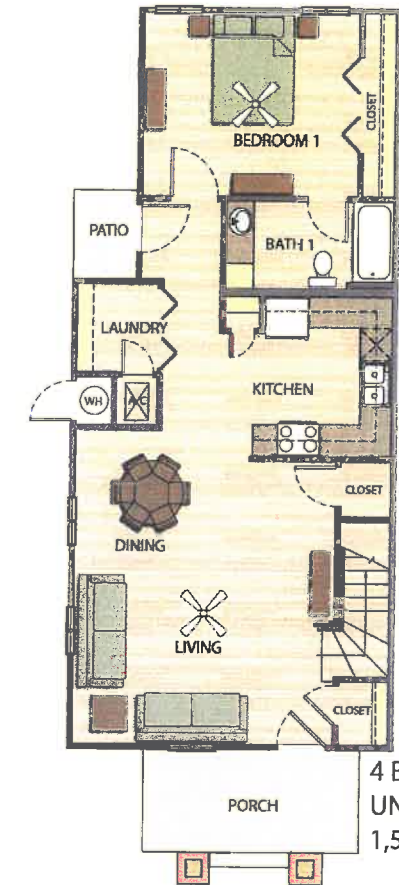
1 BEDROOM UNIT
750 SF



2 BEDROOM UNIT
998 SF



3 BEDROOM UNIT
1,165 SF



4 BEDROOM
UNIT
1,550 SF

HYDE ESTATES

KILLEEN TEXAS

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

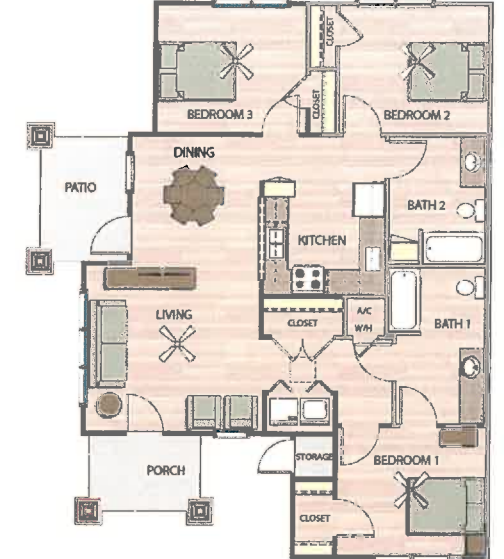
Exhibit 4



One BR, 800 nsf



Two BR, 1,035 nsf



Three BR, 1,200 nsf

- ◆ Large apartment sizes
- ◆ 9' ceilings throughout
- ◆ Private patios
- ◆ Energy-Star design

Hyde Estates

- ◆ Low-Density
- ◆ Only 76 units on 13.5 acres
- ◆ Boulevard entrance
- ◆ Furnished Community Center
- ◆ Generous landscaping
- ◆ Dog Park for residents
- ◆ Walking Trail
- ◆ Outdoor gazebos
- ◆ Two play areas
- ◆ Screen fencing on East side



Four BR, 1,540 nsf





Date Paid: 2/19/2016
 Amount Paid: \$ 300-
 Cash/MO #/Check #: # 1328
 Receipt #: 0357

CASE #: Z16-09

City of Killeen Zoning Change Application

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

Name(s) of Property Owner: Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
 Current Address: 21204 Bogie Road
 City: Edmond State: OK Zip: 73012
 Home Phone: () _____ Business Phone: () _____ Cell Phone: (405) 826-5279
 Email: linda@nellisvineyards.com

Name of Applicant: Housing Solutions Alliance, LLC
 (If different than Property Owner)

Address: 1935 Airline Drive
 City: Bossier City State: LA Zip: 71112
 Home Phone: () _____ Business Phone: (214) 213-8502 Cell Phone () _____
 Email: art@sgba.com

Address/Location of property to be rezoned: _____
 Legal Description: A0199BC R Cunningham, 2, Acres 27.845

Surveyor's Sketch Metes & Bounds or Lot(s) Block Subdivision

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

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

Present Zoning: R-1 Present Use: Undeveloped

Proposed Zoning: R-2 & R-3F W/PUD Proposed Use: Multifamily Residential

Conditional Use Permit for: N/A

This property was conveyed to owner by deed dated 10/16/1996 and recorded in Volume 3536,
 Page 477, Instrument Number Doc. #: 000034382 of the Bell County Deed Records.
 (Attached)

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

APPOINTMENT OF AGENT

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

Name of Agent: Quintero Engineering, LLC

Mailing Address: P.O. Box 4386

City: Killeen State: TX Zip: 76540

Home Phone: () _____ Business Phone: (254) 493-9962 Email: pquintero@quinteroeng.com

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

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

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

Signature of Agent  Title President

Printed/Typed Name of Agent Pedro Quintero, P.E. Date 02/12/16

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Applicant  Title President

Printed/Typed Name of Applicant Art Schudt, Jr., AIA Date 2/16/16

Signature of Property Owner  Title Trustee

Printed/Typed Name of Property Owner Linda A. Nellis Date 2/15/16

Signature of Property Owner  Title _____

Printed/Typed Name of Property Owner _____ Date _____

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

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



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z16-09

ZONING FROM:

A-R1 To R-2 & R-3 W/PUD

APPLICANT:

HOUSING SOLUTIONS
ALLIANCE, LLC




PROPERTY OWNER:

DONALD EARL NELLIS
LENNER HAIR NELLIS
REV. LIVING TRUST

LEGAL DESCRIPTION:

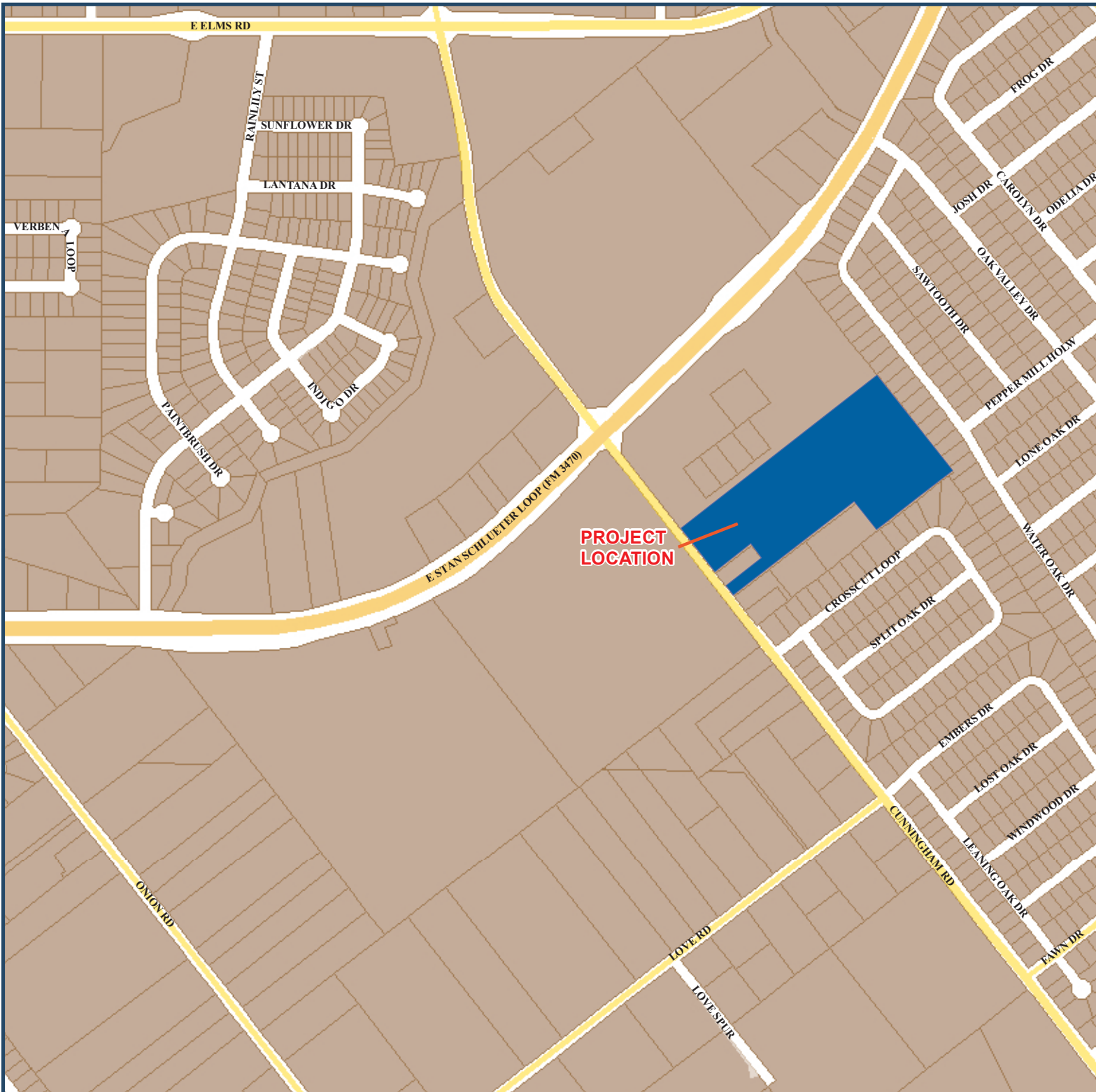
13.556 ACRES A0199BC
R CUNNINGHAM, 2,
ACRES 27.845

LEGEND

-  Zoning Case
-  Parcel
-  City Limits



Date: 5/25/2016



CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

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

C. Conditions to Consider

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

-----CUT HERE-----

YOUR NAME: Sarmiento, Ramon K.	PHONE NUMBER: 702-544-2285
CURRENT ADDRESS: 3613 Crosscut Loop, Killeen TX 76542	
ADDRESS OF PROPERTY OWNED: Same as above.	
COMMENTS:	R-1 to R-2 and R-3F w/PUD
I am concerned that the result of rezoning the property will have a negative effect on our privacy and safety. This may also lead to an increase in noise. All these may have a negative effect on my property's value.	
RECEIVED	
JUN 20 2016	
PLANNING	
SIGNATURE: <i>Ramon K. Sarmiento</i>	SPO #Z16-09/ 17

CUT HERE

YOUR NAME: LEROY W. NELLIS PHONE NUMBER: 512-983-9025

CURRENT ADDRESS: 6418 ZADOCK WOODS, AUSTIN, TX 78749

ADDRESS OF PROPERTY OWNED: 3 PARCELS ADJACENT TO PROPERTY TO REZONE;
4600 CUNNINGHAM ST R-1 to R-2 and R-3F w/PUD on attaching

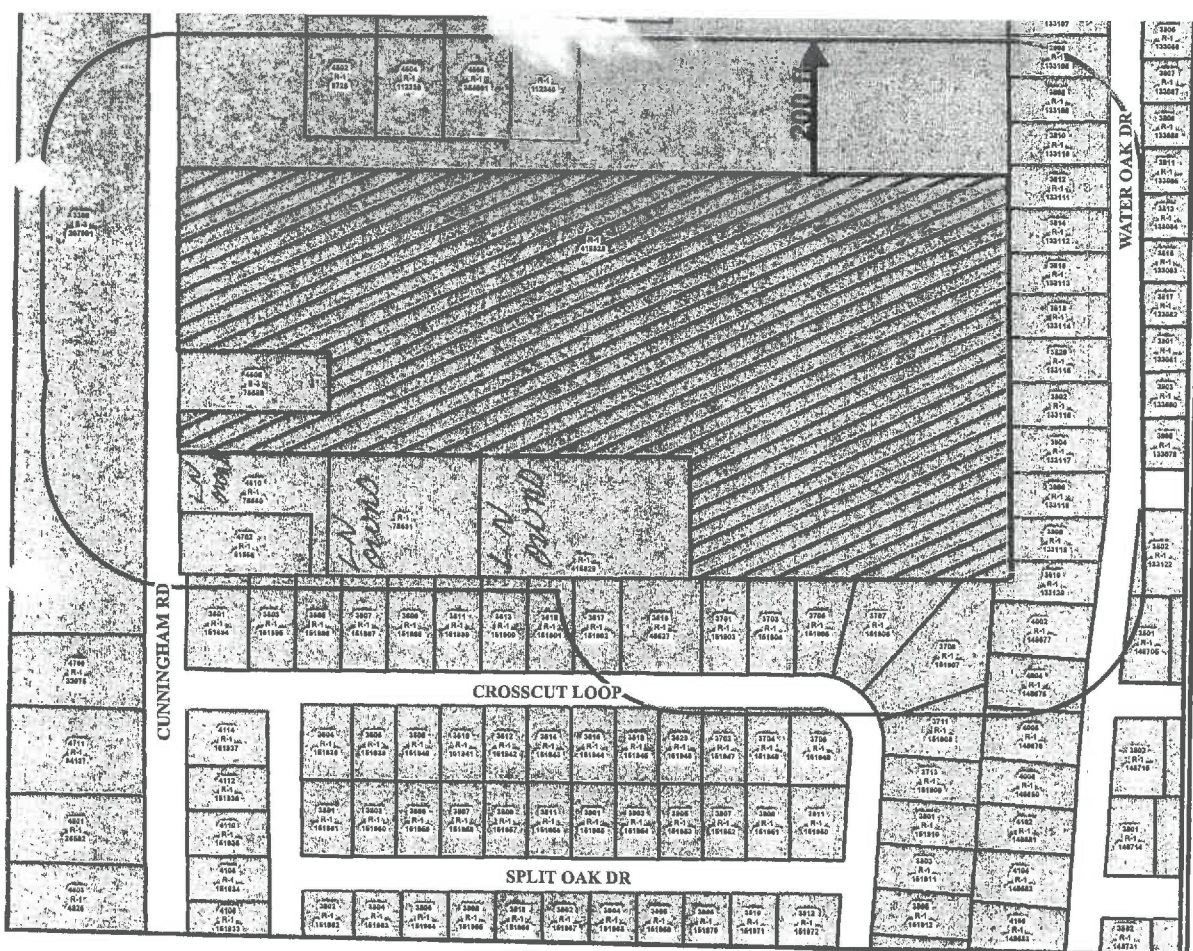
COMMENTS: 3 ACRES MAP.

Fully support proposed zoning
REQUEST.

SIGNATURE: [Signature] SPO #Z16-09/07.08.09

PO BOX 1329 KILLEEN TEXAS 76540 1329 254 501 7630 254.501.7628 FAX
 WWW.CIKILLEEN.TX.US

RECEIVED
JUN 17 2016
PLANNING



PLANNING AND DEVELOPMENT SERVICES

ZONING CASE:
 Z16-09

ZONING FROM:
 A-R1 To R-2 & R-3 W/PUD

APPLICANT:
 HOUSING SOLUTIONS ALLIANCE, LLC

PROPERTY OWNER:
 DONALD EARL NELLIS
 LENNER HAIR NELLIS
 REV. LIVING TRUST

LEGAL DESCRIPTION:
 13.556 ACRES A0199BC
 R CUNNINGHAM, 2,
 ACRES 27.845

LEGEND

- 200' BUFFER
- Zoning Case
- Parcel
- Parcel

Date: 5/25/2016

-----CUT HERE-----

YOUR NAME: <i>Linda Williams</i>	PHONE NUMBER: <i>254-681-8641</i>
CURRENT ADDRESS: <i>1426 Corner Lane Harker Heights, Tx 76548</i>	
ADDRESS OF PROPERTY OWNED: <i>3817 Water Oak Drive Killeen Tx 76542</i>	
COMMENTS:	R-1 to R-2 and R-3F w/PUD
<i>I am protesting changing the property code to R-2 and R-3F. Leave it as R-1</i>	
RECEIVED	
JUN 27 2016	
PLANNING	
SIGNATURE: <i>L Williams</i>	SPO #Z16-09/ <i>52</i>

P.O. BOX 1329 KILLEEN, TEXAS 76540-1329 254.501.7630 254.501.7628 FAX
WWW.CIKILLEEN.TX.US



City of Killeen

Legislation Details

File #: PH-16-020 **Version:** 1 **Name:** 2016-2017 Annual Action Plan CDBG and HOME programs

Type: Ordinance/Public Hearing **Status:** Second Reading

File created: 5/17/2016 **In control:** City Council

On agenda: 7/26/2016 **Final action:**

Title: HOLD a public hearing and consider an ordinance adopting the 2016-2017 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (Second of Two Public Hearings)

Sponsors: Community Development

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Ordinance](#)
[CDAC Recommendations](#)
[Minutes](#)

Date	Ver.	Action By	Action	Result
7/19/2016	1	City Council Workshop		
6/14/2016	1	City Council	Approved on First Reading	Pass
6/7/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

FY 2016-2017 Community Development Block Grant (CDBG) and Home Investments Partnerships (HOME) Program

ORIGINATING DEPARTMENT

Community Development

BACKGROUND INFORMATION

The City of Killeen will receive \$907,931.00 from the U.S. Department of Housing and Urban Development (HUD) for FY 2016-2017 CDBG program activities. \$29,419.53 in funds from canceled or completed CDBG projects, and prior year program income is also available for use providing a total of \$937,350.53 available for FY 2016-17 CDBG activities. The City will also receive \$311,289.00 from HUD for FY 2016-2017 Home Investment Partnerships (HOME) Program activities. \$215,965.39 in reprogrammable prior year program income to the HOME program is also available for use providing a total of \$527,254.39 for FY 2016-17 HOME activities.

Applications for funding for both the CDBG and HOME programs were submitted by the deadline date of March 28, 2016 and are detailed in the attached Community Development Advisory Committee (CDAC) meeting minutes.

DISCUSSION/CONCLUSION

The CDAC met on May 4 and May 5, 2016 to review and make recommendations for proposed use of 2016-2017 CDBG and HOME Program funds on the basis of eligibility, need and priority. Projects undertaken with CDBG and HOME Program funds address goals and objectives established in the Consolidated Strategic Plan and Annual Action Plan to meet affordable housing and community development needs.

FISCAL IMPACT

HUD regulations allow for 20% of CDBG and 10% of HOME funds to be expended on administration/planning of CDBG and HOME activities. All project costs under the CDBG and HOME Program will be reimbursed to the City by the U.S. Department of Housing and Urban Development.

RECOMMENDATION

Following the first public hearing on June 14, 2016, recommend approval of the proposed 2016-2017 Annual Action Plan and the publishing of the proposed Plan to solicit citizen comments and participation. Recommend approval of the final Plan with revisions as appropriate, based on citizen comments to be reviewed during the previously held 30 day comment period and the second public hearing on July 26, 2016.

ORDINANCE _____

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2016-17 ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$907,931.00 IN FY 2016-17 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$937,350.53 OF CDBG FUNDS; AND THE APPLICATION OF \$311,289.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$527,254.39 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2016-17 Annual Action Plan has been developed in accordance with established priorities and objectives of the overall goals of 2015-2019 Consolidated Strategic Plan; and

WHEREAS, two public hearings were conducted and held by the City Council to seek citizen participation in the development of the 2016-2017 Action Plan describing the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds; and

WHEREAS, the Community Development Advisory Committee (CDAC) has reported its recommendation on the use of CDBG and HOME Program funds for FY 2016-17; and

WHEREAS, the City Council of the City of Killeen has invited and received further citizen comment on the allocation of \$907,931.00 in FY 2016-17 CDBG funds and the reprogramming of \$22,061.37 of CDBG funds from prior year completed projects and

\$7,358.16 of prior year program income, and the allocation of \$311,289.00 in FY 2016-17 HOME funds and the reprogramming of \$153,956.58 of FY2015-16 program income and \$62,008.81 of prior year program income:

WHEREAS, after due consideration of the community's needs within the City as provided by the U.S. Department of Housing and Urban Development, the City Council of the City of Killeen has determined to apply for and has agreed on the allocation of said funds;

NOW THEREFORE,

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

SECTION I. That the City Council of the City of Killeen held public hearings in accordance with HUD regulations to hear and accept citizen comments on the 2016-17 Annual Action Plan, for the required 30 day comment period on June 14 and July 26, 2016, describing proposed CDBG and HOME activities.

SECTION II. That the City Council of the City of Killeen hereby authorizes the City Manager to submit the 2016-2017 Annual Action Plan and execute an application for \$907,931.00 in CDBG funds and \$311,289.00 in HOME funds for FY 2016-17 and approves the reprogramming of \$29,419.53 in prior year CDBG funds and \$215,965.39 in prior years of HOME funds and approves CDBG and HOME Program expenditures during FY 2016-17 in the following manner:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PUBLIC SERVICES

Hill Country Community Action Association, Inc.: kitchen aide/meal driver salary assistance	\$ 7,500.00
Heritage House of Central Texas: Empowerment Program salary assistance	\$ 10,000.00
Greater Killeen Free Clinic: nursing salary assistance	\$ 23,594.82
Families in Crisis, Inc.: client transportation services	\$ 7,500.00
Communities In Schools of Greater Central Texas, Inc.: Connections Program Eastward Elementary salary assistance for a case worker	\$ 20,594.83
Families in Crisis, Inc.: homeless shelter case manager salary assistance	\$ 17,000.00
Bring Everyone in the Zone: Military Support program salary assistance	\$ 10,000.00
City of Killeen Transportation Program: transportation services for seniors	\$ 40,000.00

HOUSING

Housing Rehabilitation Program – urgent/minor repairs, accessibility modifications, with program delivery	\$ 262,196.68
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ACQUISITIONS, PUBLIC FACILITIES AND IMPROVEMENTS

Girl Scouts of Central Texas, Inc.: Killeen Service Center Rehabilitation Project	\$ 209,248.00
City of Killeen Public Works-Environmental Services: Stewart Neighborhood Project - Phase 3	\$ 148,130.00

ADMINISTRATION/PLANNING

Administration and Planning of CDBG Program	\$ 181,586.20
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TOTAL CDBG FUNDS ALLOCATED: **\$ 937,350.53**

HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

Administration of Home Program	\$ 31,128.90
Community Housing Development Organizations [CHDO] Set aside – minimum set aside	\$ 46,693.35
Families In Crisis, Inc.: Tenant Based Rental Assistance	\$ 185,624.37
Homebuyer Assistance Program (HAP) with Repairs	\$ 263,807.77

TOTAL HOME FUNDS ALLOCATED: **\$ 527,254.39**

Further, all funds remaining in any project account at the completion of the project shall be transferred forward to like accounts to be available for subsequent reprogramming to other eligible projects.

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

paragraph of this ordinance.

SECTION IV. That this ordinance shall be effective after its passage and approval to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 26th day of July, 2016 at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A. Government Code § 551.001 *et seq.*

APPROVED

Jose L. Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Kathryn H. Davis, CITY ATTORNEY

DISTRIBUTION: Community Development Department, Finance Department

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2016-2017/B-16-MC-48-0020
PUBLIC SERVICE REQUESTS and CDBG ADMINISTRATION**

CDBG -PUBLIC SERVICE REQUESTS				
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
1	Tama Shaw, Executive Director HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC. P.O. Box 846 San Saba, Texas 76877 325.372.5167 tshaw@hccaa.com	2016 Killeen Elderly Meals Program – 167- will provide for salary and fringe benefits for one part time center aide/meal delivery driver to assist in meal preparation and delivery of meals to low-income elderly Killeen residents.	\$ 19,961.34	\$ 7,500.00
2	Michael Christ, Executive Director HERITAGE HOUSE OF CENTRAL TEXAS 1103 N Gray Street, PO Box 1588 Killeen, Texas 76540 254. 681.1759 mikchrist@yahoo.com	Empowerment Program - 120 - partial payment of salary for the client adviser who is responsible for developing and managing the homeless client's action plan for becoming and remaining self-reliant.	\$15,000.00	\$ 10,000.00
3	Marlene DiLillo, Executive Director GREATER KILLEEN FREE CLINIC 718 N. 2ND Street, Suite A Killeen, Texas 76541 254. 618.4211 mdilillo@gkfclinic.org	2016 Clinical salary Support - 1940 - the program will provide funds for payment of salary and fringe for the Nursing Supervisor/Educator in the treatment of low income Killeen patients with chronic diseases, disease management and health promotion.	\$ 25,000.00	\$ 23,594.82
4	William K. Hall, Operations Director FAMILIES IN CRISIS, INC. P.O. Box 25 Killeen, Texas 76540-0025 254.634.1184 ficinc@earthlink.net	2016 Client Transportation Project - 600 - the project will provide clients with transportation to safe shelter from designated locations and to necessary medical, legal, law enforcement, and social service appointments by taxi or bus when other means of transportation are unavailable.	\$ 10,000.00	\$ 7,500.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
 FY 2016-2017/B-16-MC-48-0020
 PUBLIC SERVICE REQUESTS and CDBG ADMINISTRATION**

CDBG -PUBLIC SERVICE REQUESTS				
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
5	Michael Dewees, Executive Director COMMUNITIES IN SCHOOLS OF GREATER CENTRAL TEXAS, INC. 4520 E. Central Texas Expressway, Suite 106 Killeen, Texas 76543 254.554.2132 mdewees@hotmail.com	Connections Program-Eastward Elementary – 180 - partial payment of salary and fringe for the CIS Connections Program case worker who will serve economically disadvantaged families from pre-K to 5th grade students with educational enhancement, tutoring, parent involvement activities, career awareness and food pantry	\$22,000.00	\$ 20,594.83
6	William K. Hall, Operations Director FAMILIES IN CRISIS, INC. P.O. Box 25 Killeen, Texas 76540-0025 254.634.1184 ficinc@earthlink.net	Homeless Shelter Case Manager - 600 - payment of salary and fringe benefits for one case manager to provide case management services for persons who are homeless and those at-risk of homelessness.	\$ 27,416.25	\$ 17,000.00
7	Maureen Jouett, Executive Director BRING EVERYONE IN THE ZONE, INC. 718 N. 2nd Street, Suite B Killeen, Texas 76541 254.681.9112 mojo53@hotmail.com	Military Support Program - 600 - partial payment of salary for a full-time Resource Manager to work with low-income Veterans and their families to access community resources, VA and Social Security claims moving them from dependence to self-sufficiency and independence.	\$ 15,600.00	\$ 10,000.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
 FY 2016-2017/B-16-MC-48-0020
 PUBLIC SERVICE REQUESTS and CDBG ADMINISTRATION**

CDBG -PUBLIC SERVICE REQUESTS			
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
8 Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN ATTN: Celeste Sierra 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 lhinkle@killeentexas.gov csierra@killeentexas.gov	Elderly Transportation Program – 125 -costs associated with transportation services for low income Killeen elderly, age 62 and older, with free or discounted transportation via taxi rides, private shuttle rides, public transit fixed route rides, public transit special service rides or other approved mode of transportation.	\$ 50,000.00	\$ 40,000.00
TOTAL FUNDING REQUESTS		\$ 184,977.59	\$ 136,189.65
Total Available (max 15%)		\$136,189.65	

CDBG ADMINISTRATION			
9 Leslie K. Hinkle, Director of Community Development Department CITY OF KILLEEN 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 lhinkle@killeentexas.gov	CDBG Administration 2016 - maximum 20% of annual grant amount - costs for salary, administration and delivery of the CDBG program.	\$ 181,586.20	\$ 181,586.20
TOTAL CDBG ADMINISTRATION REQUEST		\$ 181,586.20	\$ 181,586.20
Total Available (max 20%)		\$181,586.20	

**CITY OF KILLEEN
COMMUNITY DEVELOPMENT BLOCK GRANT
FY2016-2017/B-16-MC-48-0020
PUBLIC FACILITIES/IMPROVEMENTS, HOUSING REQUESTS**

CDBG -PUBLIC FACILITIES/IMPROVEMENTS, HISTORIC PRESERVATION, HOUSING REHABILITATION, CODE ENFORCEMENT, CLEARANCE/DEMOLITION REQUESTS				
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION	
1 Marianne DeLeon, Executive Director GIRL SCOUTS OF CENTRAL TEXAS, INC. 2909 Lake Road Killeen, Texas 76543 512.490.2345 marianned@gscts.org	Killeen Service Center Rehabilitation Project - 1 unit -funds will be used for improvements and modifications to bathrooms and kitchen for ADA accessibility and asbestos abatement, expand parking lot, upgrade electrical, HVAC, attic insulation, upgrade gutters, windows, ceiling and doors, roof; and backyard landscaping, and security lighting for Killeen Girl Scouts	\$ 209,248.00	\$ 209,248.00	
2 Kristina Ramirez, Director of Environmental Services CITY OF KILLEEN Environmental Services 200 E Avenue D, 2nd floor PO Box 1329 Killeen, Texas 76540 254. 501.7629 kramirez@killeentexas.gov	Stewart Neighborhood Project - Phase 3 - 2 units - funds are for costs of trail material, benches, pet waste stations, native vegetation, educational signage, irrigation, security lighting and sidewalk improvements connecting to the final stage of the project Overall, the project includes installation of a native walking path, installation of security lighting along the walking path and improved sidewalks for neighborhood residents, linking the Stewart Neighborhood Phase 1 and Phase 2 projects.	\$ 148,130.00	\$ 148,130.00	
4 Leslie K. Hinkle, Director of Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT P.O. Box 1329 Killeen, Texas 76540 254.501-7847 lhinkle@killeentexas.gov	Housing Rehabilitation Program - - 12 units - funds will be used to address urgent and minor repairs, accessibility modifications/ accommodations to owner occupied single-family residential housing units throughout the jurisdiction. More extensive rehabilitation measures will be considered and executed on a case-by-case basis; program delivery costs associated with delivery of the program [staff and supply related] and direct actions [cost of rehabilitation and/or architectural barrier removal, lead based paint hazard removal] to the structure.	\$ 262,196.68	\$ 262,196.68	
TOTAL PROGRAM FUNDING REQUESTS:		\$ 619,574.68	\$ 619,574.68	

Total Available

\$619,574.68

**CITY OF KILLEEN
HOME INVESTMENT PARTNERSHIPS PROGRAM
FY2016-2017/M-16-MC-48-0228**

HOME PROGRAM REQUESTS			
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION
OTHER ELIGIBLE PROJECTS			
1	FAMILIES IN CRISIS, INC. William Hall , Director of Operations P.O. Box 25 Killeen, Texas 76540 254.634.1184 ficinc@earthlink.net	FIC TBRA – 39 -the program will provide Tenant Based Rental Assistance (rental subsidies) to extremely low- and very low-income households who are currently on the Housing Choice Voucher (Section 8) Program waiting list. The program aims to to transition individuals and families, who are homeless or at-risk of homelessness, into self-sufficiency; the target populations to be served are veterans and family violence survivors. Program provides first month rent, security deposit, and rental subsidy in proportion to income until such time that housing assistance through the HCV (Section 8) program becomes available.	\$ 185,037.92
2	Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 n. 2ND Street, Bldg. E P.O. Box 1329 Killeen, Texas 76540 254.501.7847 mbarraza@killeentexas.gov	Homebuyer Assistance Program (HAP) with Repairs - 14 - funds will be used to assist first time buyers with down payment and closing costs not to exceed \$7,500; repairs will be made to ensure the unit meets local, state, and federal building code. Buyers must have a minimum income equal to 60%-80% of the Area Median Income and qualify for a mortgage loan; unit must be single family conventional construction within the corporate city limits.	\$ 263,221.33
TOTAL PROGRAM FUNDING REQUESTS :		\$ 448,259.25	\$ 449,432.14

Total Available \$ **449,432.14**

**CITY OF KILLEEN
HOME INVESTMENT PARTNERSHIPS PROGRAM
FY2016-2017/M-16-MC-48-0228**

HOME PROGRAM REQUESTS				
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	CDAC RECOMMENDATION	
CHDO SET ASIDE				
3	NO APPLICATION REQUEST RECEIVED	2016 Minimum CHDO Set Aside Requirement- Minimum 15% of annual HOME allocation for eligible Community Housing Development Organization (CHDO) activity. No applications were received, the City must set aside the funds as required by regulation.	\$ 46,693.35	\$ 46,693.35
TOTAL MINIMUM CHDO SET ASIDE: Total Available = minimum 15%			\$ 46,693.35	\$ 46,693.35

HOME ADMINISTRATION				
4	Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 N. 2nd Street, Bldg. E P.O. Box 1329 Killeen, Texas 76540 254.501.7847 lhinkle@killeentexas.gov	HOME Program Administration - Maximum 10% of annual grant amount - costs for salary, operations and delivery of the HOME Program.	\$ 31,128.90	\$ 31,128.90
TOTAL HOME ADMINISTRATION REQUEST : Total Available = max 10%			\$ 31,128.90	\$ 31,128.90

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
MAY 4, 2016
Community Development Training Room #E105
Killeen Arts and Activities Center
802 N. 2nd Street, Building E, Killeen TX 76541
12:30 PM

1. **PRESIDING:** Mr. Ralph Cossey, Committee Chairman presided over meeting.
2. **PRESENT:** Committee members present: Ramon Alvarez, Richard Banta, Kim Barr, Angela Batie, Alvin Dillard, Ph.D., TaNeika Driver-Moultrie(arrived 1:07 PM) and Ashley Whitworth. Committee member absent: Eric McConaughey. City Staff present: Leslie Hinkle, Cinda Hayward, Traci Briggs, and Celeste Sierra.
3. **APPROVAL OF AGENDA:** Mr. Barr moved, seconded by Dr. Dillard to approve meeting agenda. Motion carried unanimously.
4. **APPROVAL OF MINUTES:** Mr. Barr moved, seconded by Dr. Dillard to approved minutes of January 21, 2016. Motion carried unanimously.
5. **AGENDA ITEMS**
 - A. **Receive briefing on revised Conflict of Interest disclosure forms and forms submittal:** Ms. Hayward provided the Committee with the Conflict of Interest Policy and the revised forms that need to be submitted to city staff by committee members prior to voting on any funding. Forms will comply with federal regulations and city ordinances as it relates to CDBG or HOME funded activities.
 - B. **Receive briefing regarding absences for persons appointed to city boards, commissions or committees:** Ms. Briggs briefed committee on attendance policy based on city ordinances and advised that a member missing three consecutive meetings or more than 25% of meetings in a 12 month period would be subject to the removal from the board or committee. Removing a member for non-attendance would start with the committee or board chair notifying the City Manager and the City Manager notifying the City Council.
 - C. **Receive briefing on 2nd quarter status of CDBG and HOME projects:** Ms. Hinkle provided committee members with reports and provided details on ongoing projects. She advised projects are all going forward and are on time. Completion dates are based on contract agreements with contractors or vendors.
 - D. **Discuss and consider reprogramming of CDBG and HOME funds to eligible FY 2016-17 activities:** Ms. Hinkle reviewed funds available for reprogramming based on completed or cancelled projects. Ms. Whitworth moved, seconded by Mr. Banta to reprogram funds available to eligible FY 2016-17. Motion carried unanimously.
 - E. **Discuss and consider approval of applications submitted for FY 2016-17 proposed program of activities for recommendation to City Council:** The following organizations submitted an application for funding and provided a presentation to the committee; **Hill Country Community Action Association, Inc.**: Tama Shaw and Kimbra Hobbs from Hill Country Community Action Association, Inc. on the aging services food delivery program to seniors and persons with disabilities with center meals and also meals for homebound elderly or

disabled persons. They will deliver within a 2 mile radius from the center, there is a small waiting list, and the program has funding only for home delivers Mon-Fri, there are churches and other organizations that provide service during the weekend. **Heritage House of Central TX:** Michael Christ, Executive Director and Jocelyn Holberg, Case Manager from Heritage Housing of Central Texas advised their organization provides assistance to homeless persons through their empowerment program intake and case management services. The organization routinely receives persons who have stayed at the FIC Homeless shelter. HHCTX board and FIC board met to prevent duplication of services and HHCTX decided to continue working with persons at-risk of becoming homeless and also doing outreach, but will work with homeless if they come in for assistance. **Greater Killeen Free Clinic:** Ms. Driver-Moultrie and Mr. Barr recused themselves from discussion and voting on the following application. Marlene DiLillo, Executive Director, gave a presentation on the work the clinic does and also presented a video by AmeriCares showing the outlook of a local patient enrolled in the chronic disease management care program who receives medical care, medications, medication management and chronic disease education. The video also featured the nurse who manages the program and provides these services. CDBG funding will pay for approximately 33% of the salary for the Clinical Supervisor. GKFC only see uninsured, although the clinic started a psychiatry residency rotation that sees people coming out of the Bell County jail that may be on Medicaid, also they see MHMR patients who may take longer to see a psychiatrist, but need medications, and also from Indigent Health Care and the clinic's uninsured patients. This is an unadvertised and closed program since it is only by referral. GKFC will be unable to place any staff at the homeless shelter since the clinic's current Medical Director just retired and a new one must be appointed because all higher and midlevel volunteer medical staff must work under the direction of a medical director. When one is appointed, GKFC will look at placing staff at the homeless shelter. The clinic is still seeing patients from the homeless shelter since the shelter is not very far away, most of the patients walk over. **Families in Crisis, Inc.:** William Hall, Director of Operations, funding request is for transportation assistance to clients of the FIC to medical, law enforcement, and other appointments when other transportation is not available. Cove Taxi provides the taxi services and charges \$5.00 for local rides, \$20.00 to Metroplex, HH area is \$32.00 Scott and White is \$65.00. Currently medical services for sexual assault are provided only by Scott and White hospital and the Mclane's Children's Hospital in Temple. Metroplex, Darnell nor Seaton have the certification to do that medical work. **Communities in Schools:** Michael Dewees, Executive Director and Cinnamon Clay advised the organization provides assistance to Eastward Elementary at risk students who are struggling with school by way of academic, social services and behavioral assistance through the Connections Program. The grant will assist with a portion of Ms. Clay's salary. The Connections Program works as a team with schools staff and works with children who are enrolled in the Connections Program but also with students that are not. Ms. Clay assists the children throughout the day either inside the school or at the separate CIS building on campus which has a food pantry, a clothing closet and also an area to wash and dry clothes. The program works with the children and with the families as well. **Families in Crisis, Inc.:** William Hall, Director of Operations, advised they opened the homeless shelter in December of 2015 and is a much needed shelter for this area, as there was none before this one. There were a lot of donors that assisted with building the shelter. The shelter has provided assistance in the last four months to 396 different individuals, 6499 bed nights of those clients with 121 being females. Averaging about 55 clients per night and staying at capacity. The agency is requesting assistance for salary for a case management person who will assist with referrals to food stamps, Medicaid, housing, social services to help them get beyond being homeless. The shelter currently partners with MHMR, drug and alcohol services, HIV testing staff and a VA rep. The Greater Killeen Free Clinic with begin services next month. Most of the organizations that are partnering with the shelter provide case management only on their programs, i.e., alcohol and substance abuse, MHMR, HIV testing, and the VA. The shelter refers clients to the Food Stamp offices, the GKFC,

etc. The shelter has not partnered with an agency for case management because the shelter is open between 3pm and 10pm and most agencies are open between 8am-5pm. The shelter has sent some clients to Heritage House, but Heritage House has called back asking why they were sent there. Some clients have gone to HHCTX on their own as well. Clients are allowed to remain at the shelter between the hours of 3pm – 7am and from 7am to 3pm shelter staff restocks, cleans, disinfects, washes dishes, cooks and prepares for the evening clients. The shelter does let sick persons stay and mothers with children. The shelter has a security person at the shelter every night during operating hours, seven days a week. The police department stops by every other day, the police department is very supportive and they show up very quickly if they are called. Mr. Hall doesn't think there has been an increase in the homeless population since they opened. The shelter gets persons from Temple, also Vets from Temple, but the agency provides housing assistance to Veterans, so that is why the VA sends. There are some that come every night and some that are gone for a while and then return and there are some that do not want to come to the shelter at all. Sometimes they come in for the night and leave the city the next day. FIC follows up with clients that are assisted with housing and other services for six months. The homeless shelter outreaches through KISD through Communities in Schools, KISD homeless liaisons, when arranging for transportation services to schools, with Child Protective Services and other organizations. KISD defines homeless children differently than HUD. They include children who are staying with relatives and not with their parents. **Bring Everyone in the Zone:** Maureen Jouett, Executive Director, through the resource manager, assists low income service members, veterans, their families and their care givers with clients physical needs prior to being assisted with the psychological needs. The agency partners and collaborates with about 300 agencies and is looking at assisting 600 persons. If they receive homeless clients, the organization tries to assist them as well. **Elderly Transportation Program:** Mr. Alvarez and Ms. Driver-Moultrie recused themselves from discussion and voting on this application. Celeste Sierra, COK, advised Community Development Department administers the program providing six free taxi rides per month to elderly, low income citizens of Killeen. The elderly has used the program to go to medical appointments, grocery shopping, worship, senior centers and other social services or recreational activities. Cove Taxi charges a maximum of 16.00 per ride even if the ride charges more. Depending on the money allocated for the program, the rides may be less or the persons assisted may be less. Rides can be taken to Harker Heights only for medical appointments and to Ft. Hood to Darnall Hospital or to the Commissary or PX. **CDBG Administration:** Mr. Alvarez and Ms. Driver-Moultrie recused themselves from the presentation and voting of this application. Ms. Hinkle advised that 20% of the grant can be utilized for the administration costs of the program which pays for salaries, benefits, supplies, etc. The City of Killeen typically provides assistance for the remaining administration cost that the grant cannot cover.

Mr. Cossey suggested that the Committee adjourn for the day and reconvene for tomorrow for additional discussions and additional presentations.

- F. **ADJOURNMENT:** Ms. Driver-Moultrie moved, seconded by Dr. Dillard to adjourn meeting until May 5, 12:30 PM. Motion passed unanimously.

May 4 and May 5, 2016
Community Development Advisory Committee Meeting

Mr. Cossey, Chairman of the Community Development Advisory Committee, reconvened May 4, 2016 meeting on May 5, 2016 at 12:32PM. The following Committee members were present: Mr. Alvarez, Mr. Banta, Mr. Barr, Ms. Batie, Dr. Dillard, Ms. Driver-Moultrie and Ms. Whitworth. Eric McConaughy was absent. City Staff present included Ms. Hinkle, Ms. Briggs, Ms. Hayward and Ms. Sierra.

Committee continued with Item E. on the agenda and received presentations from the following applicants: **Girl Scouts of Central Texas, Inc.**: Lynelle McKay, CEO; Melissa Dietzman, Killeen Sister Cities Service Unit Director; Maryanne DeLeon, Resource Development Director; and Timothy Swank, Director of Facilities provided the presentation. Ms. McKay provided a quick overview of the Girl Scout program and the overall function and initiatives of the Girl Scout program. Ms. Dietzman provided information on the different troops that are active in Killeen, Ft. Hood, Harker Heights, Copperas Cove, and Nolanville and the community services that the girls have been involved in. Ms. DeLeon provided history on the current building and what improvements have been made to date. She also explained why the organization has decided to keep the building where it is currently located and the plans for improving the building's serviceability so it can be more accessible and remain close to the girls from the neighborhood. Mr. Swank provided information on the project detail which includes improvements and modifications to the building bathrooms and kitchen for ADA accessibility, asbestos abatement, expansion of the parking lot, HVAC, attic insulation, electrical upgrade, upgrade gutters, windows, ceilings and doors, roof replace and backyard landscaping and security lighting and sustainable gardening. The project is expected to be complete by 1st Quarter of 2018. Preliminary asbestos inspections and estimates have been requested. Building size is approximately 4500 sq. ft. **Environmental Services, City of Killeen**: Mr. Alvarez and Ms. Driver-Moultrie recused themselves from the discussion and voting of the following applicant. Kristina Ramirez, Director of Environmental Services and John Koester, Director of Street Services provided a presentation. The project entails the costs of trail materials, benches, pet waste stations, native vegetation, educational signage, irrigation, security lighting and sidewalk improvements connecting to the final staff of the overall Stewart Street project. Ms. Ramirez advised that this phase of the project focuses on accessibility and an educational component which will educate park users on native plants and vegetation and wildlife that exist in the park. The work will be completed by city staff and CDBG funds will be used for purchase of materials. Once funded, they will proceed with construction, beginning with the city's utilities department for the water component and moving on to fencing and the walking path. The project includes the installation of fencing and lighting on the south part of the area that aligns with the Families in Crisis, Inc. boundary which will include a gate to provide access to the park and then going forward with the installation of signage. The continuation of the sidewalk replacement in the same residential project area to allow better access to the park and is also included in this project. Sidewalk replacement will be completed by a contractor. Majority of park work will be done by COK and majority of sidewalk will be done by contractor. **City of Killeen Community Development Department**: Mr. Alvarez and Ms. Driver-Moultrie recused themselves from discussion and voting on this application. Edward Radeke, Housing Specialist presented the application for the Housing Rehabilitation Program. He advised the program assists low-income homeowners with repair or replacement of vital components of the home, lead paint testing and remediation is done on units constructed prior to 1978, accessibility for disabled persons, weatherization and energy efficiency. He provided before and after details on some recent homes that were rehabilitated and some homes that are currently being look at for the program. Application is reviewed for eligibility, an inspection is completed to see what is needed, a work write-up on the project is completed and requests for estimates are sent out to responsible contractors. Mr. Radeke remains with the project until completion. He advised homeowners remain in the home while the rehabilitation is going on and if they need to, they usually move to another room within the home.

Families in Crisis, Inc.: Tenant Based Rental Assistance Program. William Hall, Director of Operations presented the application. The agency runs a domestic violence shelter, a homeless shelter and assists veterans and elderly with housing. This TBRA application will provide assistance to an estimated 36 families working towards self- sufficiency and to avoid homelessness. This program assists persons with at least 24 months of housing who will eventually move into public housing or Section 8 housing. Even with the Section 8 program being closed FIC has a good working relationship with public housing and can usually place clients in public housing. The elderly clients are usually harder to place because they move slower under the Section 8 program and have a smaller, fixed income so they tend to stay under TBRA assistance longer than 24 months.

City of Killeen First Time Homebuyer Program: Mr. Alvarez and Ms. Driver-Moultrie recused themselves from discussion and voting on this application. Maria Barraza, HOME Program Coordinator made the presentation. The First Time Homebuyer Assistance Program provides assistance with closing costs and down payment assistance and repairs for income eligible first time homebuyers. The repairs made to a home meet the requirements for the uniform property condition standards. The down payment and closing cost assistance is made as a forgivable loan to homebuyers, they do need to remain in the home for five (5) years, and repairs are made as a grant to the homeowners. Ms. Barraza provided a presentation showing the homes that have been purchased recently. The repairs made are minor repairs that can be done quickly within ten days after closing. The program does not over subsidize and provides only what is needed for down payment or closing costs and works with sellers on negotiated repairs. Homebuyers must qualify for a mortgage loan on their own and may use whatever type of loan is most affordable for them. The debt to income ratio is 30% for house payment and 43% for overall debt. Homeowner education is provided free of charge and also a free post purchase class is provided. The **Community Housing Development Organization** 15% set-aside is a required set-aside. Ms. Hinkle provided information on the CHDO set aside and also the HOME Program administration. The Program provides for 10% of administrative costs and the City of Killeen contributes the remaining costs that the grant does not cover.

Ms. Briggs advised that there will have to be split votes by Committee members on applications that have Committee members abstaining. No votes for those with conflict. After committee discussion on all CDBG applications the committee voted to fund the following entities in the following manner and forward recommendations for funding to City Council. **Public Services:** Dr. Dillard moved, seconded by Ms. Whitworth to fund all public service applications, except Greater Killeen Free Clinic and Elderly Transportation Program. Motion passed with 7 votes and with Ms. Driver-Moultrie in opposition. Dr. Dillard moved, seconded by Mr. Banta, with Mr. Barr and Ms. Driver abstaining, to approve funding for Greater Killeen Free Clinic. Motion passed with 6 votes. Dr. Dillard moved, seconded by Ms. Batie, with Mr. Alvarez and Ms. Driver-Moultrie abstaining, to fund the Elderly Transportation Program. Motion passed with 6 votes and with Mr. Banta in opposition. Mr. Barr moved, seconded by Ms. Batie, with Mr. Alvarez and Ms. Driver-Moultrie abstaining, to fund **CDBG Administration** application. Motion passed with 6 votes. Dr. Dillard moved, seconded by Mr. Banta, with Mr. Alvarez and Ms. Driver-Moultrie abstaining, to fund **Public Facilities/Improvements and Housing**. Motion passed with 4 votes and with Mr. Banta and Ms. Batie in opposition.

PUBLIC SERVICES	ACTIVITY	CDAC Recommendation
Hill Country Community Action Association, Inc.	Killeen Elderly Meals Program	\$ 7,500.00
Heritage House of Central Texas	Empowerment Program	\$ 10,000.00
Greater Killeen Free Clinic	Clinical Salary Support	\$ 23,594.82
Families in Crisis, Inc.	Client Transportation Project	\$ 7,500.00
Communities in Schools of Greater Central Texas, Inc.	Connections Program, Eastward Elementary	\$ 20,594.83
Families in Crisis, Inc.	Homeless Shelter Case Manager	\$ 17,000.00
Bring Everyone in the Zone, Inc.	Military Support Program	\$ 10,000.00

City of Killeen, Community Development Department	Elderly Transportation Program	\$ 40,000.00
City of Killeen, Community Development Department	Planning/Admin of CDBG Activities	\$ 181,586.20

CDBG PUBLIC FACILITIES/IMPROVEMENTS HOUSING REBAILITATION	ACTIVITY	CDAC Recommendation
Girl Scouts of Central Texas, Inc.	Service Center Rehabilitation Project	\$ 209,248.00
City of Killeen, Environmental Services	Stewart Neighborhood Project – Phase 3	\$ 148,130.00
City of Killeen, Community Development Department	Housing Rehabilitation Program	\$ 262,196.68
TOTAL CDBG RECOMMENDED FUNDING		\$937,350.53

After committee discussion on all HOME applications, the committee voted to fund the following entities in the following manner and forward recommendations for funding to City Council. Mr. Barr moved, seconded by Ms. Whitworth, with Mr. Alvarez and Ms. Driver-Moultrie abstaining, to fund Families in Crisis, Inc. TBRA and the City of Killeen First Time Homebuyer Program. Motion passed with 6 votes. Mr. Barr moved seconded by Mr. Banta to fund the CHDO set aside. Motion passed unanimously. Ms. Whitworth moved, seconded by Dr. Dillard, with Mr. Alvarez and Ms. Driver-Moultrie abstaining, to fund the HOME Program planning and administration. Motion passed with 6 votes.

HOME TBRA, CHDO and ADMIN	ACTIVITY	CDAC Recommendation
Families in Crisis, Inc.	Tenant Based Rental Assistance Program	\$ 185,525.37
City of Killeen, Community Development Department	First Time Homebuyer Program w Repairs	\$ 263,708.77
Community Housing Development Organization CHDO	Required set-aside	\$ 46,653.75
City of Killeen, Community Development Department	Planning/Admin of HOME Program	\$ 31,102.50
TOTAL HOME RECOMMENDED FUNDING		\$ 526,990.39

ADJOURNMENT: Mr. Barr moved, seconded by Ms. Driver-Moultrie to adjourn meeting. Meeting adjourned at 2:49 PM.

Celestina Sierra, CD Specialist