



# City of Killeen

## Agenda City Council

---

Tuesday, June 27, 2017

5:00 PM

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

---

### Call to Order and Roll Call

___ Jose Segarra, Mayor	___ Jim Kilpatrick
___ Shirley Fleming	___ Debbie Nash-King
___ Steve Harris	___ Jonathan Okray
___ Gregory Johnson	___ Juan Rivera

### Invocation

### Pledge of Allegiance

### Approval of Agenda

### Minutes

1. [MN-17-014](#) Consider Minutes of Regular City Council Meeting of June 13, 2017.

Attachments: [Minutes](#)

### Resolutions

2. [RS-17-058](#) Consider a memorandum/resolution authorizing the award of a professional services agreement with MuniServices, LLC to conduct a sales tax compliance review.

Attachments: [Staff Report](#)  
[Agreement](#)  
[Presentation](#)

3. [RS-17-059](#) Consider a memorandum/resolution authorizing additional professional services for the Liberty Ditch Bank Stabilization minor drainage capital improvement project.

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

4. [RS-17-060](#) Consider a memorandum/resolution to approve a list of pre-qualified

professional service consultants for various municipal projects.

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

[Evaluation Summary](#)

[RFQ-17-10](#)

[Notice to Firms](#)

[Addendum-1](#)

[Addendum-2](#)

[Addendum-3](#)

[Presentation](#)

5. [RS-17-061](#) Consider a memorandum/resolution authorizing the Interlocal Agreement with Central Texas Council of Governments for reimbursement of costs associated with the Elderly Transportation Program.

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

[Interlocal Agreement](#)

[Presentation](#)

6. [RS-17-062](#) Consider a memorandum/resolution approving Addendum No. 1 to Central Texas College (CTC) Lease at Skylark Field.

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

[Lease Addendum No. 1](#)

[Presentation](#)

7. [RS-17-063](#) Consider a memorandum/resolution approving termination of lease agreement with Jacob Paxton d/b/a Paxton Aviation at Skylark Field.

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

[Presentation](#)

8. [RS-17-064](#) Consider a memorandum/resolution to recommend to the Employee Benefits Trust the execution of an agreement with Scott & White Health Plan for Medical Insurance and MetLife for Dental Insurance effective October 1, 2017.

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

[SWHP 2017 Quote](#)

[SWHP 2017 PPO Buy-Up Renewal](#)

[SWHP 2017 Retirees Renewal](#)

[SWHP 2017 Renewal](#)

[Metlife Renewal](#)

[Presentation](#)

## Public Hearings

9. [PH-17-031](#) HOLD a public hearing and consider an ordinance requested by C. A.

Doose & Company (Case#Z17-15) to rezone part of Lot 1, Block 1, Country Meadows Mobile Home Park, from "R-MH" (Residential Mobile Home District) to "R-2" (Two Family Residential District). The property is located approximately 1,400 feet south of Rancier Avenue, along the east right-of-way of Roy Reynolds Drive, Killeen, Texas.

**Attachments:** [Staff Report](#)  
[Exhibit](#)  
[Minutes](#)  
[Ordinance](#)  
[Application](#)  
[Location map](#)  
[Buffer map](#)  
[Considerations](#)  
[Presentation](#)

10. [PH-17-032](#) HOLD a public hearing and consider an ordinance requested by Alejandro N. Lopez (Case#Z17-16) to rezone approximately two acres out of the John Essary Survey, Abstract No. 296, from "B-2" (Local Retail District) to "B-4" (Business District) for an automotive hobby shop. The property is located at 3024 Old FM 440, Killeen, Texas.

**Attachments:** [Staff Report](#)  
[Exhibit](#)  
[Minutes](#)  
[Ordinance](#)  
[Application](#)  
[Location map](#)  
[Buffer map](#)  
[Considerations](#)  
[Presentation](#)

11. [PH-17-033A](#) HOLD a public hearing and consider an ordinance requested by Catstrong, L.L.C. (FLUM# Z17-17) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Rural' (R) to 'General Commercial' (GC) for 3.73 acres, being part of Francis Kennedy Survey, Abstract No. 488. The subject property is addressed as 16942 S.H. 195, Killeen, Texas.

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

12. [PH-17-033B](#) HOLD a public hearing and consider an ordinance requested by Catstrong L.L.C. (Case#Z17-17) to rezone 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488, from "A" (Agricultural District) to "B-5" (Business District) for various commercial uses. The property is located at 16942 S. H. 195, Killeen, Texas.

Attachments: [Staff Report](#)  
[Exhibit](#)  
[Minutes](#)  
[Ordinance](#)  
[Application](#)  
[Location map](#)  
[Buffer map](#)  
[Considerations](#)  
[Presentation](#)

13. [PH-17-034](#) HOLD a public hearing and consider an ordinance to repeal City Ordinance 88-124, the existing Skylark Field/Killeen Municipal Airport Rules and Regulations.

Attachments: [Staff Report](#)  
[Draft Rules and Regulations](#)  
[Ordinance](#)  
[Presentation](#)

## 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 June 23, 2017.*

---

*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-17-014    **Version:** 1    **Name:** Minutes of Regular City Council Meeting of June 13, 2017  
**Type:** Minutes    **Status:** Minutes  
**File created:** 6/2/2017    **In control:** City Council  
**On agenda:** 6/27/2017    **Final action:**  
**Title:** Consider Minutes of Regular City Council Meeting of June 13, 2017.  
**Sponsors:** City Secretary  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		

**City of Killeen**  
Regular City Council Meeting  
Killeen City Hall  
June 13, 2017 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Jim Kilpatrick, Councilmembers Debbie Nash-King, Gregory Johnson, Jonathan Okray, and Steve Harris

Absent: Shirley Fleming, Juan Rivera

Also attending were City Manager Ronald L. Olson, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Gilman.

Councilmember Harris gave the invocation, and Councilmember Nash-King led everyone in the Pledge of Allegiance.

**Approval of Agenda**

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

**Minutes**

*Motion was made by Councilmember Johnson to approve the minutes of the May 23<sup>rd</sup> Regular City Council Meeting. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

**Resolutions**

**RS-16-153A** Consider a memorandum/resolution to establish a policy to waive liens for demolition of dangerous buildings or health and safety abatements.

**Staff comments:** Leslie Hinkle

The Bell County Tax Appraisal District forecloses on delinquent taxes and sells properties by way of a Sheriff's sale. Often properties will not sell because the city's liens exceed the minimum bid, and sometimes they exceed the value of the property. Staff proposes that the liens on those properties be waived. The public purpose of waiving the liens is to return these properties to being taxable as well as reducing the amount of time and money the city spends maintaining them. Staff recommends approval of the attached policy to waive liens for demolition of dangerous buildings or health and safety abatements.

*Motion was made by Councilmember Okray to approve RS-16-153A. Motion was seconded by Councilmember Harris. Motion carried unanimously.*

**RS-16-153B** Consider a memorandum/resolution authorizing the filing of interventions for the foreclosure of abatement liens, in conjunction with delinquent tax collection lawsuits filed by Bell County.

**Staff comments:** Kathy Davis

The law firm of McCreary, Veselka, Bragg & Allen, P.C. represents the Bell County Tax Appraisal District in the collection of delinquent property taxes. Since the Tax Appraisal District is in the process of foreclosing several tax liens, the Appraisal District's attorney is offering to also represent the city by preparing an intervention for the city in the delinquent tax collection lawsuit in order that the city's liens may be included in the judgment for the foreclosure on the tax liens. There will be no charge by the law firm to the city for filing this intervention. Staff recommends that the City Council authorize the law firm of McCreary, Veselka, Bragg & Allen, P.C. to file interventions on behalf of the City of Killeen for the foreclosure of abatement liens for the costs of abating weeds, grass, trash, rubbish, and/or substandard structures, in conjunction with the delinquent tax collection lawsuits filed by the Tax Appraisal District of Bell County, and authorizing the City Manager to execute any and all required documents.

*Motion was made by Mayor Pro-Tem Kilpatrick to approve RS-16-153B. Motion was seconded by Councilmember Okray. Motion carried unanimously.*

**RS-17-053** Consider a memorandum/resolution approving the investment report for the quarter ended March 31, 2017.

**Staff comments:** Dennis Baldwin

Emily Upshaw with Valley View Consulting briefly went over the investment report which summarizes all investment activity for the quarter ending March 31<sup>st</sup>.

*Motion was made by Councilmember Okray to approve RS-17-053. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

**RS-17-054** Consider a memorandum/resolution appointing Council Members to various Boards and Commissions.

**Staff comments:** Kathy Davis

Due to the recent election of new councilmembers, seats held by councilmembers on various boards & commissions need to be appointed or re-appointed.

*Animal Advisory Committee*

Current Member	Status	New Member	Comments
Jonathan Okray		Jonathan Okray	Elected Official Representative
Shirley Fleming		Shirley Fleming	Elected Official Representative

*Audit Committee*

Current Member	Status	New Member	Comments
Jose Segarra		Jose Segarra	Elected Mayor
Jonathan Okray		Jonathan Okray	Elected Official Representative
Juan Rivera		Juan Rivera	Elected Official Representative

*Hill Country Transit*

Current Member	Status	New Member	Comments
Jim Kilpatrick		Jim Kilpatrick	Elected Official Representative

*Killeen Economic Development Corp (KEDC)*

Current Member	Status	New Member	Comments
Brockley Moore	Outgoing Council Member	Debbie Nash-King	Elected Official Representative
Juan Rivera		Juan Rivera	Elected Official Representative
Jose Segarra		Jose Segarra	Ex-Officio, Mayor's Designee

*Killeen Sister Cities*

Current Member	Status	New Member	Comments
Brockley Moore	Outgoing Council Member	Steve Harris	Elected Official Representative

Jonathan Okray		Jonathan Okray	Elected Official Representative
Juan Rivera		Juan Rivera	Elected Official Representative
Shirley Fleming		Shirley Fleming	Ex-Officio, Mayor's Designee

***Killeen Volunteers Inc.***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Brockley Moore	Outgoing Council Member	Steve Harris	Council Rep Ex-Officio
Jim Kilpatrick		Jim Kilpatrick	Council Rep Ex-Officio
		Debbie Nash-King	Celebrate Killeen Ex-Officio (Councilmember)

***Tax Increment Reinvestment Zone Number Two Board***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Brockley Moore	Outgoing Council Member	Gregory Johnson	Council Representative
Jim Kilpatrick		Jim Kilpatrick	Council Representative
Jose Segarra		Jose Segarra	Council Representative

***Joint Land Use Study Policy Board***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jose Segarra		Jose Segarra	Mayor
Jim Kilpatrick		Jim Kilpatrick	Council Representative

***Central Texas Council of Governments (CTCOG)***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Gregory Johnson		Gregory Johnson	Alternate
Jose Segarra		Jose Segarra	Council Representative

***Development District Board of Central Texas***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Juan Rivera		Juan Rivera	City Representative

***Transportation Planning Committee (K-T MPO)***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jose Segarra		Jose Segarra	Council Representative
Gregory Johnson		Gregory Johnson	Council Representative
Juan Rivera		Juan Rivera	Council Representative

**APPOINTMENT SUB-COMMITTEES:**

***Board of Adjustment - Construction***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Brockley Moore	Outgoing Council Member	Debbie Nash-King	Sub-Committee Member
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

***Board of Adjustment - Fire Prevention Code***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

***Board of Adjustment - Airport Hazard Zoning***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Shirley Fleming	Council member	Shirley Fleming	Sub-Committee Member
Brockley Moore	Outgoing Council Member	Jonathan Okray	Sub-Committee Member

***Board of Adjustment - Zoning***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

***Killeen Volunteers Inc.***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Brockley Moore	Outgoing Council Member	Debbie Nash-King	Sub-Committee Member

***Senior Citizen Advisory Board***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

Shirley Fleming	Council member	Shirley Fleming	Sub-Committee Member
-----------------	----------------	-----------------	----------------------

***Bell County Health District***

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Brockley Moore	Outgoing Council Member	Steve Harris	Sub-Committee Member

Terms for those councilmembers who are filling an unexpired seat begin immediately and run through September 31, 2018. Terms for all other councilmembers begin October 1, 2017 and run through September 31, 2018.

*Motion was made by Mayor Pro-Tem Kilpatrick to approve RS-17-054, appointing councilmember to seats as indicated above. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

**RS-17-055** Consider a memorandum/resolution authorizing the award of Bid No. 17-12 for concrete, street materials, top soil, and slurry seal services.

**Staff comments:** David Olson

Bids were received for the procurement of the City's estimated annual requirements of concrete, street materials, top soil, rock, and slurry seal services. The City's previous material contracts have all expired. Eight (8) vendors submitted bids. City staff recommends that City Council award purchase contracts to Killeen Ready Mix, Crafcro, Oldcastle Materials-Wheeler, Killeen Crushed Stone, Viking Construction, and DIJ Construction for the purchase of various concrete, street materials, Top Soil, Rock, and Slurry Seal Services; authorize the City Manager to enter into a contract with the same, including the proposed extensions described; and finally, authorize the City Manager to execute any and all change orders in the amounts established by State and Local law.

*Motion was made by Councilmember Okray to approve RS-17-055. Motion was seconded by Mayor Pro-Tem Kilpatrick. Motion carried unanimously.*

**RS-17-056** Consider a memorandum/resolution authorizing the submission of a Passenger Facility Charge (PFC) application to the Federal Aviation Administration (FAA).

**Staff comments:** Matt Van Valkenburgh

The Killeen Fort Hood Regional Airport (KFHRA) has an existing PFC; however, the authorized impose and use amount of that application is nearing its expiration and a new application is necessary to fund required projects and continue the program. The proposed charge effective date for this application is October 1, 2017 with an estimated expiration date of July 1, 2020. The request is to collect a total of \$1,540,000 at the rate of \$4.50 per enplaned passenger, which is the same rate as our existing PFC, for specific PFC projects. Staff recommends City Council authorize the collection and use of up to \$1,540,000 in passenger facility charges for specific projects identified in Table 1 and authorize the Executive Director of Aviation to submit the Passenger Facility Charge application documents to the FAA to obtain FAA approval for said collection and use.

*Motion was made by Councilmember Okray to approve RS-17-056. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

**RS-17-057** Consider a memorandum/resolution authorizing the purchase of turnout gear for the Fire Department.

**Staff comments:** Brian Brank

Turnout gear is the protective ensemble worn by firefighters. The fire department must replace turnout gear that is damaged and cannot be repaired. Additionally, National Fire Protection Association regulation 1851 establishes a usable lifespan for turnout gear of no more than ten years. Staff recommends that the City Council authorize the purchase of 46 sets of turnout coats and trousers in the amount of \$91,234.10.

*Motion was made by Councilmember Johnson to approve RS-17-057. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

### **Ordinances**

**OR-17-008** Consider an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy, Mid-Tex Division regarding the 2017 Rate Review Mechanism Filings.

The City Secretary read the caption of the ordinance.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.**

**Staff comments:** Kathy Davis

The Atmos Cities Steering Committee and Atmos Energy Corp. have reached an agreement, reflected in the attached ordinance, to reduce Atmos's request by \$9.4 million, reflecting an increase of \$48 million on a system-wide basis, or \$38.8 million for Mid-Tex Cities. The increase will be effective for bills issued on or after June 1, 2017. The monthly bill impact for the typical residential customer will be \$2.04, or about 3.87%. The monthly bill impact for the typical commercial customer will be \$6.27, or about 2.37%. Industrial and transportation customers will see increases as well. Staff recommends that the City Council approve the negotiated settlement between ACSC and Atmos.

Rick Herblin, Atmos Representative - took questions by the council and will get back to the council via email with answers.

*Motion was made by Councilmember Okray to approve OR-17-008. Motion was seconded by Councilmember Nash-King. Motion carried 4 to 1 with Councilmember Johnson opposing.*

**OR-17-009** Consider an ordinance amending City of Killeen Code of Ordinances Chapter 31, Division 6, Tower Regulations.

The City Secretary read the caption of the ordinance.

**AN ORDINANCE AMENDING CHAPTER 31 AMENDING ARTICLE V, SUPPLEMENTAL REGULATIONS, DIVISION 6, TOWER REGULATIONS, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

The purpose of the ordinance changes is to update city rules to reflect the changing technology involving tower construction and engineering standards. The draft ordinance identifies towers as an allowable use in the 'A' Agricultural District and the "M-1" Manufacturing District; provides for a 1:1 fall radius (setback) against residential properties; adds language regarding guy wires and support systems; and provides for the setback to be reduced to a minimum of fifty (50') feet if additional engineering specifications are satisfied. The Planning and Zoning Commission recommended approval of the proposed amendments to Chapter 31, Division 6, Tower Regulations by a vote of 6 to 0.

*Motion was made by Councilmember Harris to approve OR-17-009. Motion was seconded by Mayor Pro-Tem Kilpatrick. Motion carried unanimously.*

### **Public Hearings**

**PH-17-027** HOLD a public hearing and consider an ordinance requested by Loma Vista Estates, a Texas partnership,(Case #Z17-13) to rezone Lots 7 and 8, Block 1, Loma Vista Estates Phase Three, from "B-5" (Business District) to "R-2" (Two Family Residential District). The properties are located at 2813 and 2814 Leroy Lane, 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 "R-2" zoning represents a down-zoning of this parcel, while allowing a more restrictive residential housing type. The staff notified seventeen (17) surrounding property owners within a 200' notification boundary regarding this request. Staff received a response from Ms. Raye Mayhorn, the owner of 2710 S. Fort Hood Street. The Planning and Zoning Commission recommended approval of the applicant's request for "R-2" zoning by a vote of 4 to 0, with Commissioners Latham and Purser abstaining.

Mayor Segarra opened the public hearing.

Raye Mayhorn, 2710 S. Fort Hood St - asked the Council to please make sure no materials will be dumped onto her property by the developer/property owner.  
With no one else appearing the public hearing was closed.

*Motion was made by Councilmember Okray to approve PH-17-027. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.*

**PH-17-028** HOLD a public hearing and consider an ordinance requested by the Central Texas Youth Services Bureau (Case #Z17-12) to rezone Lot 56, Block 3, Copper Mountain One, Phase II, from “R-1” (Single-family Residential District) to “R-1” (Single-family Residential District) with a Conditional Use Permit (CUP) for continued use of a private residential pocket park on this site. The property is addressed as 2812 Bacon Ranch Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR CONTINUED USE OF A PRIVATE RESIDENTIAL POCKET PARK; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

The staff notified thirteen (13) surrounding property owners regarding this request. As of the date of this staff report, no responses have been received. The Planning and Zoning Commission recommended approval of the applicant’s CUP request by a vote of 6 to 0 with the following conditions:

- The approval period is for five years;
- The applicant shall maintain a sign prominently denoting the contact information for the park ownership group;
- Within 60 days of approval of the CUP, the applicant shall install a perimeter safety fence along the park’s eastern boundary, adjacent to the drainage feature;
- At the time Bacon Ranch Road is extended, the applicant shall provide safety fencing along the right-of-way;
- The property shall remain fully insured and a monthly inspection report shall be provided to the Planning staff;
- The park shall be open to the public from daylight to dusk

Mayor Segarra opened the public hearing.

Kami Diaz, 204 N. East St., Ste A - spoke in favor of request. Presented council with a folder of information regarding playground equipment and fencing.

With no one else appearing the public hearing was closed.

*Motion was made by Councilmember Harris to approve PH-17-028. Motion was seconded by Councilmember Okray. Motion carried unanimously.*

**PH-17-029** HOLD a public hearing and consider an ordinance requested by Timothy Lloyd Doerbaum and Karen Elizabeth Doerbaum (Case #Z17-11) to rezone part of Lot 1, Block 3, South Gate Addition, from “B-5” (Business District) and “RC-1” (Restaurant and Alcohol Sales District) to “B-5” (Business District) for general commercial use. The properties are located at 1030 and 1040 W. Jasper 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 “B-5” (BUSINESS DISTRICT) AND “RC-1” (RESTAURANT AND ALCOHOL SALES DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff comments:** Tony McIlwain

The staff notified twenty (20) surrounding property owners within a 200’ notification boundary regarding this request. Staff received a response of support from Max Heiner, the owner of 1010 W. Jasper Road, Killeen, Texas. The Planning and Zoning Commission recommended approval of the applicant’s request for “B-5” 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 Mayor Pro-Tem Kilpatrick to approve PH-17-029. Motion was seconded by Councilmember Johnson. Motion carried unanimously.*

### **Adjournment**

With no further business, upon motion being made by Councilmember Okray, seconded by Mayor Pro-Tem Kilpatrick, and unanimously approved, the meeting was adjourned at 6:25 p.m.



# City of Killeen

## Legislation Details

---

**File #:** RS-17-058    **Version:** 1    **Name:** Sales Tax Audit  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 5/26/2017    **In control:** City Council  
**On agenda:** 6/27/2017    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the award of a professional services agreement with MuniServices, LLC to conduct a sales tax compliance review.  
**Sponsors:** Finance Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Agreement](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Jonathan Locke, Executive Director of Finance

**SUBJECT:** MuniServices Sales Tax Compliance Review Agreement

### **BACKGROUND AND FINDINGS:**

The General Fund is balanced on a three-legged stool: one leg represents ad valorem taxes, the second leg is sales tax, and the third leg comprises other revenue sources. Sales tax revenue represents 29% of General Fund revenues in FY 2017. Due to the heavy reliance on sales tax to enable the City to provide the necessary services to its citizens, it is imperative that the City ensures all sales tax revenues collected within the City of Killeen are properly remitted and allocated.

MuniServices's sales tax compliance review service is designed to assist the City with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for the City of Killeen while giving the City a more accurate sales tax base upon which to forecast its revenue.

In providing the sales tax compliance review, MuniServices shall:

- Meet with City of Killeen's finance staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the City's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the City, may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

The initial term of the agreement is for a period of one year. The City will have the option to renew the agreement for two subsequent one-year terms.

### **THE ALTERNATIVES CONSIDERED:**

1. MuniServices - 30% contingency fee. MuniServices currently provides hotel/occupancy tax administration and auditing for the City. MuniServices is highly respected within the governmental accounting industry.
2. Do nothing - no increase in sales tax revenues

**Which alternative is recommended? Why?**

The option recommended is to hire MuniServices to perform a sales tax compliance review on a contingency fee basis to ensure that all sales tax revenues due to the City of Killeen are collected.

**CONFORMITY TO CITY POLICY:**

City Charter Article VII, Section 70. Under the direction of the city manager, the director of finance shall have charge of the administration of the financial affairs of the city and to that end he shall have authority and shall be required to: (5) collect license fees and other revenues of the city or for whose collection the city is responsible and receive all money receivable by the city from state or federal government, or from any court, or from any office, department or agency of this city.

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

The consultant shall receive a 30% contingency fee. The fee applies to the sales and use tax revenue received by the City from correction of taxpayer reporting errors detected and documented by the sales tax compliance review. The contingency fee applies to both:

- ☐ Past compliance (as applicable) - sales and use tax revenues received by the City from prior periods; and
- ☐ Prospective compliance (as applicable) - incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the City. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of the correct tax remittance.

There is no fiscal impact to the City unless a recovery is made.

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

Recurring expenditure

**Is this expenditure budgeted?**

No

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

All fees are paid on a contingency basis with the City receiving 70% of the total revenue recovered and the consultant receiving 30%.

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

**RECOMMENDATION:**

Staff recommends that the City Council authorize the award of a professional services agreement with MuniServices, LLC to conduct a sales tax compliance review.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement

**MuniServices, LLC**  
**Consultant Services Agreement**

This Consultant Services Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("CONSULTANT") and The City of Killeen, a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

**A. Services**

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

**B. Compensation**

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

**C. General Provisions**

1. Term of the Agreement: The initial term of this Agreement shall be for a period of one (1) year following the Effective Date. Thereafter the CITY will have the option to renew for two (2) subsequent one year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector

clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CITY:**

City of Killeen  
Attn: Jonathan Locke, Ex. Director of Finance  
POB 1329  
Killeen, TX 76450-1329  
Phone: 254.501.7730  
Facsimile: 254.501.7639  
Email: [jlocke@killeentexas.gov](mailto:jlocke@killeentexas.gov)

**If to CONSULTANT:**

MuniServices, LLC  
Attn: Contracts Department  
7625 N. Palm Ave., Ste. 108  
Fresno, CA 93711  
Phone: 559.271.6852  
Facsimile: 559.312.2852  
Email: [contracts@muniservices.com](mailto:contracts@muniservices.com)

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

Ted Kamel, Client Services Manager  
12301Kurland Drive, Suite 150, Houston, TX 77034  
Phone: 903.597.3352/Email: [Ted.Kamel@MuniServices.com](mailto:Ted.Kamel@MuniServices.com)

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CITY and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CITY, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In

addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

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

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

**"CITY"**

**City of Killeen**  
a Municipal Corporation

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

Name: Ronald L. Olson

Title: City Manager

ATTEST:

\_\_\_\_\_

Name: Dianna Barker

Title: City Secretary

APPROVED AS TO FORM:

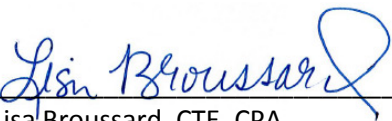
\_\_\_\_\_

Name: Kathy Davis

Title: City Attorney

**"CONSULTANT"**

**MuniServices, LLC**  
a Delaware limited liability company

By: 

Lisa Broussard, CTE, CPA  
Senior Vice President Central Operations

## **EXHIBIT A – SCOPE OF WORK SALES TAX COMPLIANCE REVIEW**

### **Objectives and Methods**

CONSULTANT's Sales Tax Compliance Review service is designed to assist CITY with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for CITY while giving the CITY a more accurate sales tax base upon which to forecast its revenue.

### **Scope of Work**

In providing the Sales Tax Compliance Review, CONSULTANT shall:

- Meet with CITY's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CITY's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the CITY's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CITY, CONSULTANT will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. CONSULTANT and/or the CITY may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

### **Deliverables/Progress Reports**

CONSULTANT will provide periodic progress reports to CITY in the form of status updates. These progress reports will also indicate areas in which CITY staff may further assist and improve the sales tax compliance review activities provided hereunder. CONSULTANT's progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to CITY for the time period covered.

### **CITY Assistance**

CITY shall assist CONSULTANT by providing necessary information and assistance to include, without limitation, the following:

- Providing CONSULTANT, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.
- Providing two letters of authorization identifying CONSULTANT to local businesses and to the Texas Comptroller of Public Accounts and/or other state agencies as an authorized agent of CITY to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.
- Pursuing in good faith corrective action on errors and omissions detected by CONSULTANT.
- Issuing necessary documentation to the state to correct errors validated by CONSULTANT.

The parties agree that the CITY and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CITY's sales and use tax, recognizing that CONSULTANT's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing CITY with technical assistance, without assuming or being delegated the authority or responsibility of CITY to administer, interpret, and enforce its sales and use taxes.

## **EXHIBIT B – COMPENSATION SALES TAX COMPLIANCE REVIEW**

Provided that the Effective Date is on or before July 18, 2017 in exchange for CONSULTANT performing the work indicated above, the CITY will pay CONSULTANT as follows:

The CITY shall pay CONSULTANT a 30% contingency fee. The fee applies to the sales and use tax revenue received by the CITY from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the CITY from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the CITY. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CITY.

### **Completion of Services**

Notwithstanding anything else in this Agreement to the contrary, the CITY will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CITY with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). CONSULTANT is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

### **Additional Consulting**

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

**EXHIBIT C**  
**CONSULTANT's Helpful Contacts**

<b>Contact</b>	<b>Project Role</b>	<b>Phone</b>	<b>Email</b>
Ted Kamel, MBA	Client Services Manager	903.952.9794	<a href="mailto:ted.kamel@muniservices.com">ted.kamel@muniservices.com</a>
Lisa Broussard, CTE, CPA	SVP Client Services	713.459.5079	<a href="mailto:lisa.broussard@muniservices.com">lisa.broussard@muniservices.com</a>
Chris Yearly, CPA	VP, Sales & Use Tax Audit	972.447.4953	<a href="mailto:chris.yearly@muniservices.com">chris.yearly@muniservices.com</a>
Irene Reynolds	Client Relations Manager	559.271.6867	<a href="mailto:irene.reynolds.@muniservices.com">irene.reynolds.@muniservices.com</a>
Francesco Mancia, MBA	VP Government Relations	559.288.7296	<a href="mailto:fran.mancia@muniservices.com">fran.mancia@muniservices.com</a>
Patricia A. Dunn, MSHR	Contracts Manager	559.271.6852	<a href="mailto:patricia.dunn@muniservices.com">patricia.dunn@muniservices.com</a>

PROPRIETARY and CONFIDENTIAL



# SALES TAX COMPLIANCE REVIEW

RS-17-058

June 20, 2017

# Compliance Review

- ❑ Designed to assist the City with economic forecasting and in preserving and enhancing its sales and use tax revenues.
- ❑ Achieved by detecting, documenting, and correcting sales tax misallocations thereby producing unrealized revenue for the City.
- ❑ Provides the City a more accurate sales tax base upon which to forecast its revenue.

# Compensation

- 30% Contingency fee which applies to both:
  - ▣ Prior period recoveries
  - ▣ Prospective recoveries – incremental increase in sales tax revenues received for 24 months following correction of errors and confirmation of revenue receipt by the City.

# Recommendation



Staff recommends that the City Council authorize the award of a professional services agreement with MuniServices, LLC to conduct a sales tax compliance review.



# City of Killeen

## Legislation Details

---

**File #:** RS-17-059      **Version:** 1      **Name:** Liberty Ditch  
**Type:** Resolution      **Status:** Resolutions  
**File created:** 5/30/2017      **In control:** City Council  
**On agenda:** 6/27/2017      **Final action:**  
**Title:** Consider a memorandum/resolution authorizing additional professional services for the Liberty Ditch Bank Stabilization minor drainage capital improvement project.  
**Sponsors:** Public Works Department, Environmental Services  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Amendment](#)  
[Preliminary Engineering Report](#)  
[Appendix E](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** David Olson, Executive Director of Public Works

**SUBJECT:** Authorize additional professional services for the Liberty Ditch Bank Stabilization minor drainage capital improvement project.

### **BACKGROUND AND FINDINGS:**

In June 2014, an emergency temporary repair was constructed by City staff on a section of Liberty Ditch between the Burlington Northern Sante Fe (BNSF) railroad and Bell County Water Control and Improvement District (WCID) #1 wastewater plant on 38<sup>th</sup> Street. The repair was required due to the failure of the concrete channel adjacent to multiple critical utilities for Killeen and Fort Hood. The first repair was lost to a flood event which overtopped the channel and severely eroded the channel bank of approximately 200 linear feet. In September of 2016, the City entered into a professional services agreement with Halff Associates, Inc. (Halff) for the preliminary evaluation and final design of a permanent repair. The professional services agreement included the initial cost of \$49,850.00. Since that time, staff has been working with Halff and Bell County WCID #1 to develop a sustainable solution to the erosion and infrastructure failure in this channel. In order to account for erosion from subsequent storms and to provide a structurally sound design, additional topographic and geotechnical services were required. This professional services agreement amendment covers that expense and the expense to manage bid and construction phase services.

### **THE ALTERNATIVES CONSIDERED:**

The alternatives considered included contracting with Halff for bid and construction phase services, proceeding with bid and construction phase services with in-house staff, and continuing to conduct temporary repairs on the structure. Staff recommends proceeding with the contract amendment to Halff's professional services agreement. This will allow Halff to remain in control of their design and allow staff to focus on the city's primary operational mission.

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

This amendment to Halff's professional service agreement is in accordance with the City's adopted purchasing policy.

### **FINANCIAL IMPACT:**

Total fiscal impact of this professional services agreement amendment is \$31,605.00. This is a one-time expenditure for these services. Funding for this expenditure was budgeted in the

Fiscal Year 2017 Drainage Utility Fund Engineering Services account (575-3476-432.47-20). There are sufficient funds within this account for this professional services agreement amendment.

**RECOMMENDATION:**

That the City Council authorize the city manager to execute the amendment to the professional services agreement with Halff Associates, Inc. in the amount of \$31,605.00, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Amendment  
Agreement  
Preliminary Engineering Report  
Appendix E  
Certificate of Interested Parties



April 6, 2017

Ms. Kristina Ramirez, PE, CFM  
City of Killeen  
Director of Environmental Services  
200 E. Avenue D, 2<sup>nd</sup> Floor  
Killeen, TX 76541

RE: Killeen - Liberty Ditch Bank Stabilization Project – Additional Services Request

Dear Ms. Ramirez:

Attached please find our proposed additional services scope of services for the Liberty Ditch Bank Stabilization project within the Bell County WC&ID #1 facility located just south of the BNSF railroad. Attached to this letter proposal includes the following:

- Additional Services Confirmation
- Attachment A: Proposed Scope of Services
- Attachment B: Proposed Fee & Schedule

The scope of services includes additional geotechnical investigation, bid and award assistance, and construction support services to stabilize the Liberty Ditch bank failure. Please give me a call if you have any questions and thank you for this opportunity.

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Paul Morales", written over a horizontal line.

Paul Morales, PE, CFM, CPESC  
Project Manager



SMARTER SOLUTIONS

2500 Amberglen Blvd.  
Bldg. F, Ste. 125  
Austin, Texas 78729  
(512) 777-4600  
Fax (512) 252-8141

## ADDITIONAL SERVICES CONFIRMATION

**TO:** Kristina Ramirez, PE, CFM  
City of Killeen  
200 E. Avenue D, 2<sup>nd</sup> Floor  
Killeen, TX 76541

**DATE:** April 6, 2017

**AVO:** 32033

**FROM:** Paul Morales, PE, CFM, CPESC  
Email: [pmorales@halff.com](mailto:pmorales@halff.com)

**PROJECT:** Liberty Ditch Bank Stabilization  
Project - Addendum 1

**VIA:** email and hard copy

---

As per our discussion, attached is Halff Associates' scope of services for the Liberty Ditch Bank Stabilization Project. **Attachment A and B** describes the proposed additional scope of services, fee, and schedule for Addendum 1 which will amend the existing contract executed on 9-26-2016.

The proposed scope of services for the additional effort to complete the project includes additional geotechnical investigation, bid and award assistance, and construction support services. Our additional fee estimate for professional services is **\$31,605.00** to perform these additional services. We request your signature below to confirm the scope and fee. If the scope and/or fee is not acceptable, please notify us immediately.

### City of Killeen, TX

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

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

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

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

### Halff Associates, Inc.

By: Cindy Engelhardt

Printed Name: Cindy Engelhardt, PE, CFM

Title: Team Leader

Date: April 6, 2017

☒ Attachments: Attachments A and B

**ATTACHMENT A  
PROPOSED ADDITIONAL SCOPE OF SERVICES**

**Killeen – Liberty Ditch Bank Stabilization  
Killeen, Texas**

**PROJECT DESCRIPTION**

Halff Associates, Inc. (Halff) is submitting this proposal for additional services for the Killeen – Liberty Ditch Bank Stabilization project to stabilize approximately 200 linear feet of bank that is experiencing erosion due to high creek velocities and threatening an existing aerial pipeline and underground utilities. These additional services include additional geotechnical services and coordination due to existing utility constraints, bid and award assistance, and construction support services. The following tasks outline the various requested services.

**Task 1 – Project Management**

**Task 2 – Site Data Collection**

**Task 3 – Preliminary Engineering Memorandum**

**Task 4 – Design Services**

**Task 5 – Bid & Award Assistance**

**Task 6 – Construction Support Services**

**TECHNICAL STANDARDS AND PROCEDURE ASSUMPTIONS**

- Microstation and/or Geopak computer applications will be used for all design and plan sheets produced on this project, as well as the following:
- City of Killeen Design Standards and Specifications
- Texas Department of Transportation (TxDOT) Construction Manual
- TxDOT Standard Specifications (2014)

**ITEMS EXCLUDED FROM SCOPE OF SERVICES**

- Design of public and franchised utility adjustments
- Environmental Documents, Permits or Coordination (by others under separate City contract)
- USACE Individual 404 Permit
- TPWD Sand and Gravel permit

- Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- Design of water quality or detention ponds
- Property acquisition or negotiations
- Filing fees or permit fees
- Construction staking or inspection
- Quality control and material testing services during construction

## **TASK 1: PROJECT MANAGMENT**

### **1.1 Project Performance Management**

As the project continues, the goal of this task is to provide continued communication to the CoK project manager and team members. Engineer shall provide to the CoK

1. Coordination with project team staff and geotechnical sub-consultant.
2. Monthly progress reports and invoices, in electronic format.
3. Meeting minutes in electronic format.

## **TASK 2: SITE DATA COLLECTION**

The purpose of this task is to acquire detailed infield data required for civil design of the proposed slope stabilization reparations. This task will include the collection of data by the means of topographic surveys, subsurface utility investigation, geotechnical borings, field reconnaissance, and data requests from the CoK.

### **2.1 Field Reconnaissance**

- No additional work requested.

### **2.2 Topographic Survey**

- No additional work requested.

### **2.3 Subsurface Utility Investigation**

- No additional work requested.

### **2.4 Geotechnical Investigation**

Due to site constraints, additional time and coordination is required to obtain geotechnical borings and recommendations for the proposed design to stabilize the eroding channel bank and potentially stabilize

existing support piers for an existing aerial pipeline. Additional services is requested to obtain soil borings and parameters utilizing a geoprobe method to avoid existing overhead and subsurface utilities.

### **TASK 3: PRELIMINARY ENGINEERING MEMORANDUM**

- No additional work requested.

### **TASK 4 – DESIGN SERVICES**

- No additional work requested.

### **TASK 5 – BID & AWARD ASSISTANCE**

Halff will assist CoK staff during the bidding and award phase of the project. This scope is limited to the budget assumed for this task. If the requests from CoK exceed the budget estimated for this work, a contract amendment would be prepared to cover the additional costs to complete the work requested. The following items are scoped for this task.

- Attend a pre-bid conference with CoK staff and potential contractors regarding the proposed project.
- Provide up to two (2) addenda as needed for the pre-bid conference and attend the pre-bid conference. CoK will take the lead on issuing the addenda.
- Respond to contractor questions and provide clarifications as needed during bid advertisement.
- Review contractor submittals and provide recommendation letter of best qualified contractor.

### **TASK 4 – CONSTRUCTION SUPPORT SERVICES**

This scope of work assumes that CoK will be responsible for daily construction management of the project. Engineer's duties will be limited to providing assistance as requested by CoK. This assistance could include site visits, shop drawing/submittal reviews, and responding to Request for Information (RFI) design clarifications and/or modifications. This scope is limited to the budget assumed for this task. If the requests from CoK exceed the budget estimated for this work, a contract amendment would be prepared to cover the additional costs to complete the work requested.

- Attend one (1) pre-construction meeting which includes meeting preparation and post-meeting clarifications
- Attend up to four (4) site meetings at the construction location at the request of the CoK
- Review and approve shop drawings submitted by contractor during construction. A maximum of eight (8) shop drawing submittals are proposed for review.
- Review and respond to Request's for Information (RFI's) provided by the contractor. This may include engineering analysis and design modifications. A maximum of five (5) RFI's are proposed to be reviewed.



**ATTACHMENT B  
PROPOSED FEE & SCHEDULE**

**Killeen – Liberty Ditch Bank Stabilization  
Killeen, Texas**

Task 1: Project Management .....	\$6,300
Task 2: Site Data Collection.....	\$ 3,615
Task 5: Bid & Award.....	\$ 6,558
Task 6: Construction Support Services.....	\$ 15,132

---

<b>TOTAL ENGINEERING SERVICES</b>	<b>\$ 31,605.00</b>
-----------------------------------	---------------------

The fees for Task 1, 2, 5, and 6, established above, shall be considered **lump sum** fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the City.

**ANTICIPATED SCHEDULE**

Halff will follow the CoK anticipated schedule for this project as outlined below:

6/5/2017	CoK review of plans and specifications completed
8/16/2017	Advertise date for project solicitation
9/26/2017	Award project to selected contractor

# 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

Certificate Number:  
2017-218750

Date Filed:  
06/05/2017

Date Acknowledged:

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

Halff Associates, Inc.  
Austin, TX United States

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

City of Killeen

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

2016 Minor Drainage CIP  
Engineering services to provide plans, specifications, and construction estimate, and assistance for bid phase and construction phase services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Engelhardt, Cindy	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Skipwith, Walter	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Molloy, Martin	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Kuhn, Greg	Richardson, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Ickert , Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	
	Adams, Bobby	Houston, 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:  
2017-218750

Date Filed:  
06/05/2017

Date Acknowledged:

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

Halff Associates, Inc.  
Austin, TX United States

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

City of Killeen

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

2016 Minor Drainage CIP  
Engineering services to provide plans, specifications, and construction estimate, and assistance for bid phase and construction phase services.

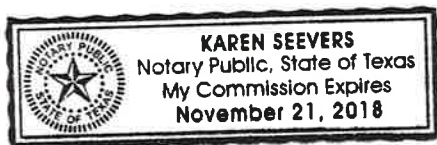
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Authorized Agent, this the 5th day of June, 2017, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*

Signature of officer administering oath

*[Handwritten Name]*

Printed name of officer administering oath

*[Handwritten Title]*

Title of officer administering oath



# LIBERTY DITCH CIP PSA AMENDMENT

RS-17-059

June 20, 2017

# Professional Services Agreement

	Current Contract	Amendment 1 to Current Contract
Project Management	\$0.00	\$6,300.00
Site Data Collection	\$17,250.00	\$3,615.00
Preliminary Design	\$11,200.00	\$0.00
Final Design	\$21,400.00	\$0.00
Bid & Award	\$0.00	\$6,558.00
Construction Support Services	\$0.00	\$15,132.00



## Project Location

This PSA is for an emergency repair project.



## Channel Failures Near Critical Infrastructure

Upper Left is 2014 failure; Lower Right is 2016 failures

# Staff Recommendation



- Funding is available in the 2017 Drainage Utility Fund Engineering Services Account (575-3476-432.47-20)
- City staff recommends the City Council authorize Amendment 1 to the Halff Associates, Inc. contract in the amount of \$31,605.00 bringing the total contract amount to \$81,455.00.



# City of Killeen

## Legislation Details

---

**File #:** RS-17-060      **Version:** 1      **Name:** Municipal Projects Professional Services RFQ  
**Type:** Resolution      **Status:** Resolutions  
**File created:** 5/30/2017      **In control:** City Council  
**On agenda:** 6/27/2017      **Final action:**  
**Title:** Consider a memorandum/resolution to approve a list of pre-qualified professional service consultants for various municipal projects.  
**Sponsors:** Public Works Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Evaluation Summary](#)  
[RFQ-17-10](#)  
[Notice to Firms](#)  
[Addendum-1](#)  
[Addendum-2](#)  
[Addendum-3](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** David Olson, Executive Director of Public Works

**SUBJECT:** Approve a list of pre-qualified professional service consultants for various municipal projects (RFQ 17-10)

### **BACKGROUND AND FINDINGS:**

On April 23, 2017, the City of Killeen issued a Request for Qualifications (RFQ) to solicit interest from entities qualified in the areas of municipal planning, design, construction, operation, maintenance, and emergency response for various municipal projects. This solicitation (RFQ 17-10) outlines a process to identify a group of firms and joint ventures from which the City may negotiate future professional service agreements for various major capital improvement projects, minor capital improvement projects, master planning services, regulatory compliance assistance, and emergency response services. Responses to the RFQ were reviewed by City staff to assess the qualifications and competency of such entities. The firms and joint ventures listed in this memorandum are recommended to be considered "pre-qualified" for professional service needs for specific municipal projects that may arise over the next five-year period.

On May 17, 2017, the City of Killeen received forty-two responses to RFQ 17-10 for upcoming municipal projects requiring professional services over the next three-year to five-year planning period. An entity responding to this broad-based RFQ must demonstrate an ability to execute and complete projects similar to those discussed in the solicitation, as well as those contemplated in the City's adopted and anticipated master plans, other capital improvement programs, and storm water management plan. Elements of typical municipal projects may include site investigation, engineering analysis, facility design, contract administration, construction management, operation and maintenance, environmental compliance, and quality control within the following project disciplines: Transportation, Water and Wastewater, Drainage/Storm Water, Solid Waste Management, and Environmental Services, and Other Professional Services.

The minimum elements requested to be provided in response to the RFQ included:

- A Letter of Transmittal affirming an understanding of the RFQ and a commitment to perform the range of services offered by the respondent;
- An Executive Summary;
- A Statement of Work outlining the scope of services the respondent proposes to offer to the City, the approach to performing all or portions of the Scope of Services outlined in the RFQ, the extent to which the respondent has a place of business within the City, and the existence of or potential for any conflicts of interest with the City;

- A Project Organization identifying the lead firm (or joint venture) and any project sub-consultants, the proposed project manager(s) and key personnel to be committed to specific project disciplines, and resumes of key personnel demonstrating competencies directly related to the Scope of Services outlined in the RFQ;
- A discussion of Project Methodologies and Management Plans describing how the lead firm (or joint venture) proposes to manage projects, how each firm controls the quality of its work on projects, and how the respondent proposes to communicate with City staff and project stakeholders;
- An outline of Project Schedules and Costing defining approaches to design and construction resource scheduling, value engineering, and cost estimating;
- A summary of Technical Resources describing the software and data management systems that would be used to accomplish projects;
- A list of Past Project Experience summarizing representative projects (per discipline) completed by the respondent similar to the Scope of Services outlined in the RFQ;
- A Certificate of Insurance evidencing minimum coverage for the types of limits of liability specified in the RFQ;
- A Financial Statement in audited form for the lead firm (or joint venture); and
- A Litigation Summary of current or past project-necessitated legal action pursued by or brought against the respondent in the previous five years.
- Completed conflict of interest forms

In evaluating the RFQ submittals, emphasis is placed on entities demonstrating competent, timely, functional, and cost effective methods to accomplish the range of professional services described in the RFQ. The RFQ response must include project-specific summaries clearly identifying past and proposed roles and responsibilities and present strategies to deliver the best projects for the City, with sufficient detail for City staff to evaluate the “most qualified and competent” firms.

The RFQ solicitation specified that the respondent’s qualifications would be evaluated in two stages. State One qualifications were evaluated (on a weighted percentage basis) using the following criteria outlined in the RFQ:

- Qualification package completed in accordance with RFQ solicitation (5 points);
- Demonstrated experience in planning and design of various types of municipal capital improvement projects (35 points);
- Experience in design and technology relating to various types of municipal capital improvement projects (10 points);
- Capability to perform all aspects of a project either directly or through sub-consultants (20 points);
- Key personnel professional background and experience (10 points);
- Quality and competence of work on projects previously undertaken (10points); and
- Familiarity with, and proximity to the geographic location of, the City of Killeen (10 points).

Based upon the Stage One evaluation process, City staff selected the firms and joint ventures (by specific discipline as noted) on the Evaluation Summary for further consideration. Note that Other Professional Services includes support of capital improvement projects involving, but not limited to, computer hardware and software applications; energy conservation measures; surveying and construction staking; archeological, cultural resource, environmental, and

geotechnical investigations and compliance; emergency response and material disposal; specialty testing and analysis; construction-phase project administration; capital improvement program and other major project delivery systems program management; and development of procedures, details, and specifications to improve the development of project deliverables for the City.

Stage Two of the evaluation process considered the following factors:

- Specific methods of approach to the project management process to include, but not limited to, studies and reports; design and construction; cost estimates; and schedules
- Design and construction-phase project experience in relation to municipal capital improvement projects of similar scope to City of Killeen's needs
- Knowledge and methods of approach to municipal utility, facility, and equipment design, construction, operation, and management
- Specific qualifications and experience of proposed project staff
- Specific quality of work on projects previously undertaken
- Specific familiarity with the municipal capital improvement project needs of the City of Killeen
- Demonstrated knowledge of key issues relating to municipal capital improvement projects
- Demonstrated capability to complete projects without major cost escalations or overruns
- Demonstrated understanding of the potential problems inherent with municipal capital improvement projects and methods of approach for problem resolution
- Demonstrated project availability and commitment, including an identification of respondent's workload that will potentially run concurrent with any potential projects and could affect the firm's ability to perform.

The RFQ evaluation committee concurred that all Stage One selected consultants had provided an acceptable response to the Stage Two evaluation criteria and should be considered "pre-qualified" for the potential negotiation of professional service agreements for specific major capital improvement project needs that may arise over the next three to five years. Further, the sub-consultants and associates identified within each "pre-qualified" full-service civil consultant's project organization should also be deemed as pre-qualified" under the identified lead firm, or as a part of the named joint venture.

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

The alternative to approving this pre-qualified list is to advertise a request for qualifications (RFQ) for each standard project that the City has over the same five-year period. This alternative would require more review hours by staff and increased publication expenses. Staff recommends that this pre-qualified list be approved for standard projects, and, if special circumstances arise, that a RFQ be issued accordingly.

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

This RFQ was conducted in accordance with the City's purchasing policy.

**FINANCIAL IMPACT:**

There is no direct fiscal impact associated with adoption of this resolution. The creation of this final "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the City. This list is being assembled for the purpose of ensuring that the City has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming municipal capital improvement projects are deemed necessary to proceed. The City reserves the right, at its discretion, to contract with a firm not included on the final "pre-qualification" list if circumstances warrant.

The City shall not, under any circumstances, be bound by or be liable for any obligations with respect to any major municipal capital improvement project until and if a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

**RECOMMENDATION:**

That the City Council approve the enclosed list of firms and joint ventures deemed to be pre-qualified for professional services associated with Public Works and other municipal projects that may arise over the next three year to five year planning period within the City of Killeen and its extraterritorial jurisdiction.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Public Works

**ATTACHED SUPPORTING DOCUMENTS:**

Evaluation Summary  
RFQ-17-10  
Notice to Firms  
Addendum-1  
Addendum-2  
Addendum-3

**RFQ For CIPs Requiring Professional Services  
Summary**

Respondent	Categories					
	Full Service	Transportation	Water & Wastewater	Drainage & Environmental	Solid Waste	Other
Adams Engineering & Development Consultants	x					
Ameresco, Inc.						x
BSP Engineers, Inc.	x					
Clark & Fuller, PLLC		x	x	x		x
Cobb, Fendley & Associates, Inc.		x	x	x		x
CP&Y, Inc.	x					
Freese & Nichols, Inc.		x	x	x		x
Fugro USA Land, Inc.						x
Gessner Engineering, LLC		x	x	x		x
Gorron dona & Associates, Inc.		x				x
Halff Associates, Inc.		x	x	x		
H.R. Gray & Associates, Inc.			x			x
Inertek - PSI, Inc.						x
Jones - Heroy & Associates, Inc.			x	x		
Killeen Engineering & Surveying, LTD.			x	x		x
Kimley - Horn & Associates, Inc.		x	x	x		x
Kleinfelder, Inc.				x		x
KPA, LP		x	x	x		
KSA Engineers, Inc.		x	x	x		x
Langerman Foster Engineering Company, LLC						x
Lockwood, Andrews & Newnam, Inc.		x	x	x		x
M&S Engineering, LLC		x	x	x		x
Maldonado-Burkett Intelligent Transporation Systems, LLP		x				x
Mitchell & Associates, Inc.		x	x	x		x
MRB Group Engineering, Architecture, & Surveying / Gray Engineers, LLC		x	x	x		x
NewGen Strategies & Solutions, LLC	x					
Pape-Dawson Engineers, Inc.		x	x	x		x
Parkhill, Smith & Cooper, Inc.	x					
Pierce, Goodwin, Alexander & Linville, Inc.		x				
Quintero Engineering, LLC		x	x	x		x
Raba Kistner, Inc.						x
Randall Scott Architects, Inc.		x				x
Rock Engineering & Testing Laboratory, Inc.	x					
Scheibe Consulting, LLC				x		x
SCS Engineers					x	
Shrader Engineering, Inc.						x
Thonhoff Consulting Engineers, Inc.	x					
TRANSMAP Corporation / TRANSMAP Engineering, LLC		x				x
Utiliworks Consulting, LLC			x			
Vanir Construction Management, Inc.						x
Walker Partners, LLC		x	x	x		x

**RFQ For CIPs Requiring Professional Services  
Summary**

	Full Service	Transportation	Water & Wastewater	Drainage & Environmental	Solid Waste	Other
Whitman, Requardt & Associates, LLP		x	x	x		x

# **Request for Qualifications**



City of Killeen, Texas  
Sealed statements will be  
received for:

**Municipal Projects Requiring  
Professional Services  
RFQ No. 17-10**

**Sealed Statements will be received  
until 4:00 p.m. on  
Wednesday, May 17, 2017**

Return Statements to:

City of Killeen  
Attn: Purchasing Department  
207A W. Avenue D  
Killeen, Texas 76541

## TO WHOM IT MAY CONCERN:

The City of Killeen, Texas (“City”) is pleased to present a **Request for Qualifications (RFQ)** to solicit interest from prospective entities qualified in the areas of planning, design, construction, operation, maintenance, and emergency response for various municipal projects. This RFQ outlines the process to be utilized by the City in selecting a list of competent entities from which the City may negotiate contracts for professional services that will be necessary to complete various major capital improvement projects, minor capital improvement projects, master planning services, regulatory compliance assistance, and emergency response services. All responses will be reviewed to determine qualifications and competence, and qualified respondents will be reduced to a final pre-qualified list of firms. The pre-qualified list of firms will be considered a pool of qualified firms from which contracts may be negotiated over the next three to five year period.

Any questions or correspondence related to this RFQ must be received before 5:00 p.m. on May 15, 2017, via e-mail to [rjimenez@killeentexas.gov](mailto:rjimenez@killeentexas.gov). The City of Killeen will receive Statements of Qualifications until Wednesday, May 17, 2017 at 4:00 p.m. Submittals must be addressed to the City of Killeen, Purchasing Division, 207A W. Avenue D, Killeen, Texas 76541 and shall be plainly marked with the name and address of the proposer and “RFQ 17-10, Municipal Projects Requiring Professional Services”. Submittals received after the closing time will be returned unopened.

This RFQ will also be published on the City of Killeen’s website at the following address: <http://www.killeentexas.gov/index.php?section=107>; and at Demand Star (<http://www.demandstar.com/>), ESBD (<http://portal.cpa.state.tx.us>), and Ion Wave (<https://killeentx.ionwave.net/Login.aspx>). Interested parties are responsible for monitoring the website for information concerning the RFQ and any addenda issued. The City will not accept any RFQ submittal by facsimile, electronic transmission, or any method other than as stated in this RFQ.

The City of Killeen reserves the right not to issue a contract and to cancel or modify this solicitation at any time the City, in its sole discretion, deems that such measures are in the City’s best interest.

The City of Killeen looks forward to reviewing your RFQ submittal and to working with the selected firms in the successful development of these various municipal capital improvement projects.

Sincerely,

Randy Jimenez  
Purchasing Manager

## TABLE OF CONTENTS

INTRODUCTION	5
DEADLINE AND DELIVERY LOCATION	7
SCOPE OF SERVICES	8
QUALIFICATION/CONTENT REQUIREMENTS	15
EVALUATION CRITERIA	19
CITY OF KILLEEN RESERVATION OF RIGHTS	21
CONFLICT OF INTEREST FORMS	EXHIBIT 1

# INTRODUCTION

The City of Killeen, Texas (“City”) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit interest from qualified entities licensed to practice in the areas of architecture, engineering, and surveying in the State of Texas, and affiliated trades, to provide professional services for various municipal projects that may arise over the next three (3) to five (5) years. Respondents to this RFQ shall denote their area(s) of preferred interest and expertise among the disciplines discussed herein.

The City intends to use the RFQ process to assist the City in the design and construction of various major and minor capital improvement projects, and to meet other engineering- and surveying-related needs that may occur from time to time. Any entity may submit a response to this RFQ provided it is qualified to perform some or all of the scope of services described herein. Elements of typical municipal projects will include, but shall not be limited to, site investigation, engineering analysis, facility design, contract administration, construction management, operation and maintenance, environmental compliance, regulatory compliance, emergency response, and quality control services within the following disciplines: **Transportation, Water and Wastewater, Drainage/Storm Water, Solid Waste Management, Environmental, and Other Professional Services.**

The City will select entities who demonstrate through their response to the RFQ an ability to provide the required professional services. An evaluation committee (“Committee”) will review the submitted qualifications in two stages. The Committee will evaluate all submissions and ultimately determine a final list of the most competent and qualified applicants. From this final “pre-qualification” list, the City may select firms to negotiate with for specific upcoming municipal projects. However, the City reserves the right, at its discretion, to contract with a firm not included on the final “pre-qualification” list if circumstances warrant.

**Be advised**, the creation of a final “pre-qualification” list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the City. This list is being assembled for the purpose of ensuring that the City has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming municipal projects are deemed necessary to proceed.

During the evaluation process, the Committee and the City reserve the right, where it may serve the City’s best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal. At the City’s discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The City is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform professional services for the City.

The City reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of the City.

All proposals shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

## **RFQ SUBMITTAL DEADLINE AND DELIVERY LOCATION**

Sealed RFQ submittals must be received and time stamped by **4:00 P.M., Local Time, May 17, 2017.** Sealed RFQ submittals will only be accepted at the following location:

### **Delivery Address**

**City of Killeen**  
**Purchasing Division**  
**207-A, W. Avenue D, Suite D**  
**Killeen, Texas 76541**

It is the sole responsibility of the respondent to ensure that the sealed RFQ submittal arrives at the above location by the specified deadline regardless of the method chosen for delivery. Faxed or exclusive electronic submittals will not be accepted in response to this RFQ.

Point of Contact -- The City of Killeen designates the following as its representative and Point of Contact for this RFQ. Firms and all interested parties shall restrict all contact with City of Killeen staff and direct all questions regarding this RFQ to the following Point of Contact:

City of Killeen  
Finance Department – Purchasing Division  
Randy Jimenez, Purchasing Manager  
207-A W. Avenue D, Suite D  
Killeen, Texas 76541  
E-mail: [rjimenez@killeentexas.gov](mailto:rjimenez@killeentexas.gov)  
Phone: 254-501-7729

# SCOPE OF SERVICES

The City of Killeen, Texas (“City”) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) from qualified entities able to provide professional services for various municipal projects arising over the course of the next three (3) to five (5) years. The scope of work will necessarily vary from project to project, but may include elements similar to the disciplines discussed herein.

This RFQ, being general in nature, will be used as a tool to determine the qualifications of a given entity to complete projects similar to the types of work outlined in the City’s various capital improvement plans and Storm Water Management Plan. Projects may include, but will not necessarily be limited to, planning, design, construction, operation, maintenance, and emergency response for the following elements:

- Roadway and pedestrian features
- Traffic signals and intelligent transportation systems
- Water and wastewater utilities
- Drainage/Storm water infrastructure
- Solid waste processing and disposal
- Surveying and construction staking
- SCADA, metering, and control systems
- Energy planning and conservation measures
- Environmental permits, studies and testing
- Emergency response for public works
- Municipal facility planning and construction
- Program management
- Construction management
- Quality assurance/quality control

A more detailed list of potential projects can be found in the City’s adopted master plans (water and wastewater; drainage), which may be obtained electronically at the following address: <http://www.killeentexas.gov/index.php?section=40>.

In November 2010, The City adopted the Killeen Comprehensive Plan. The Killeen Comprehensive Plan establishes guidelines for the future growth of Killeen by articulating a vision for what Killeen wants to be in the future. Through its goals and objectives, the plan sets in place a framework that will assist the City in future land use and development decisions in a way that will encourage quality development within the City. The Comprehensive Plan may be obtained electronically at the following address: <http://www.killeentexas.gov/index.php?section=178>.

The firm selected for any given project should be prepared to execute its responsibilities with the understanding that the City uses the Engineers Joint Contract Documents Committee (EJCDC) standard engineering agreement (as revised by the City of Killeen).

Please contact the City if you would like copies of our standard forms. Amendments and revisions (if any) to the contract will be negotiated on a project-by-project basis.

Entities submitting qualifications should be prepared to demonstrate their knowledge in and define their methodology and approach to the following project disciplines:

## **Transportation**

### **Transportation System Overview**

The City has over 1,700 lane miles of public streets, and manages appurtenances within public rights-of-way to include sidewalks, bike lanes, signage, illumination, and drainage facilities. Additionally the City manages over 100 traffic signals and many more intersection traffic controls. Ongoing responsibilities include pavement management; sign placement and repair; and structural improvements.

Traffic and congestion are consistently ranked a top priority in citizen surveys. In August 2010, the Killeen City Council approved the prioritization of several street improvement projects throughout the City. As a part of the adopted FY 2010-2011 Annual Budget and Plan of Municipal Services, the City's ad valorem tax rate was increased by 4.78 cents to issue debt to fund these streets improvements, which are managed through the Transportation Division.

Several transportation improvement projects have progressed through construction. These projects have drastically improved mobility within the City. The largest City thoroughfare is the improvement of Stagecoach Road. This project widens the road to four lanes from SH 195 to the Harker Heights City Limits, creating a new east-west arterial connection in the fastest growing portion of the City. Rosewood Drive was extended north from Fawn Drive to U.S. 190/Central Texas Expressway and links to the Stagecoach Road improvements. Existing sections of Elms Road between SH 201/Clear Creek Road and SH 195/Fort Hood Street were connected creating an alternate east-west route to U.S. 190/Central Texas Expressway and FM 3470/Stan Schlueter Loop. Cunningham Road was reconstructed from Stan Schlueter Loop to Stagecoach Road. This three-lane road relieves traffic on W.S. Young Drive. Lowe's Boulevard is being extended from Trimmier Road to Florence Road, and Trimmier Road is being expanded between U.S. 190/Central Texas Expressway and Elms Road. Finally, Bunny Trail was extended as five-lane arterial road between Stan Schlueter Loop and SH 201/Clear Creek Rd. Other future projects included on the prioritized project list are the extension of Rosewood Drive to Chaparral Road and the widening of Chaparral Road to a four-lane divided arterial from SH 195 to FM 3481, the reconstruction and extension of Cunningham Road from Stan Schlueter to U.S. 190/Central Texas Expressway, improvement of Trimmier Road from Stagecoach to Chaparral Road, improvement of Florence Road from Elms to Jasper, and the design and construction of future segments of various hike and bike trails across the City.

Improved mobility in Central Texas is not just a local government priority. The Killeen-Temple Metropolitan Planning Organization (KTMPO) acts as a regional planning entity

for a three-county region in Central Texas, and is responsible for distributing federal transportation funds through the Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP). Currently the City of Killeen has secured partial funding for multiple projects included in the MTP and TIP, including but not limited to the Rosewood Drive Extension to Chaparral Road, Killeen-Fort Hood Regional Trail Segment 3, Heritage Oaks Hike and Bike Trail Segment 3 and Segment 4, and Trimmer Road Widening (Jasper to Elms). In 2008, the state awarded two pass-through-finance (PTF) agreements between TxDOT and the City of Killeen. Both projects are complete or in the final stages of construction and both are majority PTF funded.

The City is currently assessing methods to acquire adequate long-term funding for on-going transportation construction and maintenance. Future plans and programs under consideration include a comprehensive finance plan, a transportation major CIP plan, a multi-year roadway maintenance program, and potential Code amendments to revise development standards and define levels of owner participation in required regional improvements and mobility enhancements driven by new development.

### **Potential Transportation Projects**

**Roadway:** Projects may include CIP updates; road alignments and projections; roadway reconstruction and rehabilitation; pedestrian and bicycle mobility enhancements; construction administration and management; structural design; and pavement management systems.

**Transportation Choices & Livability:** Projects may include multi-modal master planning; pedestrian and bicycle mobility enhancements; transit planning, design, and studies; and quality of life enhancements.

**Traffic:** Projects may include master thoroughfare planning; traffic modeling; signal system design and control systems; traffic optimization; corridor and systems operational analyses; mobility enhancement evaluations; and traffic impact and warrant studies.

**Other:** Projects may include right-of-way acquisitions and appraisals; impact fee or user fee studies; grant applications; and right-of-way and asset management programs.

## **Water and Wastewater**

### **Water and Wastewater Utility Overview**

The City is a retail water purveyor and a satellite wastewater collection system operator. The Water & Sewer Utility is responsible for the operations and maintenance of the City's water and sewer assets; potable water storage and transmission facilities; and sanitary sewer collection facilities. The Utility's functions include repair of existing piping; valve exercising; fire hydrant repair; installation of water and sewer taps; preventive maintenance of sewer mains; TV camera inspection of sewer mains; inflow and infiltration reduction; maintenance and inspection of sewer lift stations; and

maintenance and inspection of water transmission mains, storage facilities, and pump facilities.

The City currently has an exclusive contract with the Bell County Water Control and Improvement District #1 (the “District”) for treatment and delivery of its potable water supply. The City, through the District, has a contracted allocation of 39,964 acre-feet per year of raw water supply from Lake Belton, and a current contracted maximum treatment capacity of 32 million gallons per day (MGD) with the District. The District is scheduled to complete a new water treatment plant on Stillhouse Hollow Lake in Spring 2019. This new plant and transmission main will provide an additional 10MGD of treated water to the City. The District currently transmits treated water to four City take points. Current water use is 120 to 130 gallons per capita per day. The City is responsible for pumping, distributing, metering, and retail customer billing.

The City also contracts with the District for treatment of all of its return wastewater flows. The City has slightly over 21 MGD of contracted capacity in two District wastewater treatment plants (one at 38<sup>th</sup> Street on South Nolan Creek and one north of Chaparral Road on Trimmier Creek). The District provides wastewater reclamation (direct reuse) for irrigation of the City’s golf course. The District’s 2009 Water and Wastewater Master Plan indicates that Plant #1 (near 38<sup>th</sup> Street) has adequate capacity until approximately 2060 and that Plant #2 (near Chaparral Road) will need additional capacity on-line by approximately 2039. The City’s wastewater collection system includes collection and interceptor mains, manholes, lift stations, and SCADA control. Various studies indicate that the daily per capita return wastewater flow ranges from 92 to 110 gallons per capita per day.

In November 2012, the City adopted the current effective Water and Wastewater Master Plan and Policy Statement. This Master Plan outlines the City’s proposed Water and Wastewater Capital Improvements Program, and project cost estimates for three-year bond packages from 2013 through 2033. In 2017, the next Water and Wastewater Master Plan will be developed.

In November 2011, the City entered into a sanitary sewer overflow initiative (SSOI) agreement with the TCEQ. During this 10 year agreement, the City will evaluate the entire sanitary sewer infrastructure and rehabilitate all found defects. The City has currently evaluated and rehabilitated all manholes and is in Phase 4 of 5 phases of sewer line evaluation and Phase 3 of sewer line rehabilitation.

### **Potential Water and Wastewater Projects**

**Water:** Projects may include transmission mains; pump stations; ground and elevated storage tanks; treatment plants; and backflow prevention.

**Wastewater:** Projects may include gravity interceptors; lift stations; package plants; in-situ renewal; capacity, management, operations, and maintenance; and pre-treatment.

**Reuse:** Projects may include distribution lines; pump stations; aeration systems; and water quality analysis.

**Other:** Projects may include easement acquisitions and appraisals; rate and impact fee studies; grant applications; permit applications; modeling; automated metering; and asset management programs.

## **Drainage**

### **Drainage Utility Overview**

The City's Drainage Utility was created in October 2001 to improve the function and health of the City's drainage infrastructure, and to address the mandates of the U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Phase II Rule that regulates municipal storm water discharges and industrial activities. Since the fund's inception, it has matured to support a wide variety of drainage management services for the City to address water quality, infrastructure improvements, and environmental enhancements.

The Drainage Utility operates as an enterprise fund whose primary functions include administration of the City's storm water management plan, storm water discharge permits for the City's small municipal separate storm sewer system, land development activities that disturb one acre or greater; selected industrial activities; development and enhancement of the City's Drainage Master Plan; implementation of the City's Drainage CIP; and emergency response to illicit discharges.

The City uses a Drainage Maintenance Plan and reports by citizens to maintain its drainage system. Drainage Utility funds are used to provide an increased level of maintenance and improvement of the drainage system, and increased support of mandatory federal and state water quality requirements. The Utility has a dedicated Drainage Maintenance Division that inspects, cleans, and repairs drainage infrastructure proactively so drainage systems can operate as designed and blockages that cause flooding can be reduced. In addition, the City owns or has maintenance responsibility for numerous green space areas and structures that support the drainage system.

### **Potential Drainage Projects**

Projects may include structural and water quality improvements; stream restoration; hydrologic and hydraulic studies; dry and wet weather monitoring; wetland determinations; easement acquisitions and appraisals; permitting; rate and impact fee studies; grant applications; asset management; disposal; and emergency response programs.

## **Solid Waste Management**

### **Solid Waste Utility Overview**

The Solid Waste Utility operates as an enterprise fund and has four major service divisions: residential collection, commercial collection, recycling, and transfer station and (inactive) landfill maintenance. Residential and commercial MSW collection in the City of Killeen is a closed market. Residential recycle collection is a volunteer subscription service. Commercial recycle collection is very limited. The City is currently under contract for municipal solid waste (MSW) transport from its Transfer Station and MSW disposal at the City of Temple MSW Landfill.

### **Residential Services**

The City provides residential MSW collection for over 46,000 households, at a current projected customer growth rate of 4% per year. Collection is provided by automated equipment with customers choosing among 96-gallon, 64-gallon, and 32-gallon roll-out containers. The City provides once per week collection of garbage/rubbish that is placed in the City-owned roll-out containers; once per week collection of brush, up to 6 cubic yards, with additional fees applied to volumes exceeding 6 cubic yards; and once per week collection of yard waste placed in bags only. Bulky waste collection, which is picked up for an additional fee, includes furniture, white goods, scrap metal items, and construction and demolition materials.

### **Commercial Services**

The City of Killeen provides garbage/rubbish collection for approximately 1,726 commercial businesses, at a current projected customer growth rate of 3% per year. Customers select from a variety of container sizes, types (carts, dumpsters, roll-offs and compactors), and collection frequencies.

### **Recycling Services**

The Killeen Recycling Center, located in Downtown Killeen, provides an opportunity for citizens and commercial businesses to participate in a community recycling program. The current waste diversion rate for the City is 5.6%

### **Transfer Station Services**

The Killeen MSW Transfer Station is the central receiving and transfer point for MSW generated within the City. The current waste volume processed at the facility is approximately 100,000 tons per year. Entities authorized to use this facility are the citizens and businesses within the City, and the citizens and businesses in surrounding rural areas. City of Killeen residential solid waste customers are allowed to dispose of excess garbage/rubbish up to 300 pounds per month at no additional charge, with additional fees applied to any material over 300 pounds per month. The facility is registered with the TCEQ and is subject to a TCEQ-approved site operating plan. The facility is not permitted to accept hazardous or special wastes. Brush collected within the City is processed by the District at a Sludge Composting Facility located adjacent to the Transfer Station. The City is also responsible for ongoing maintenance of an inactive

MSW landfill within a permitted facility boundary that includes the Transfer Station, Sludge Composting Facility, and various other non-MSW related operations.

### **Solid Waste Projects**

Projects may include refuse, recycle, and green waste collection and processing; residential and commercial recycling programs; commodity marketing; waste transfer and disposal; material recovery; waste-to-energy; landfill management; route analysis; route and billing audits; revenue analysis; permit applications; and staff operations and training.

### **Other Professional Services**

**General Needs:** Projects may include SCADA design; energy conservation measures (load management or renewable resources); surveying and construction staking; archeological, cultural resource, environmental, and geotechnical investigations; specialty testing and analysis; and construction-phase administration.

**Program Management:** Projects may include managing capital improvement programs and other major project delivery systems; developing standard procedures and applications that improve the City's processes and operations; and development of project deliverables that interface with City's Geographic Information System and other typical City applications.

**Standard Details and Specifications:** Projects may include updating the City's specifications and details related to the design and construction of public infrastructure.

**Note: RFQ responses related to Other Professional Services may be made separately or within the submittal for other disciplines.**

# QUALIFICATION/CONTENT REQUIREMENTS

The RFQ submittal must include all items listed in this section to be considered complete and to be evaluated. The RFQ submittal must be placed in a sealed envelope or packaged, and identified with the RFQ deadline and RFQ number (as they appear on the cover sheet of this solicitation) in the lower left-hand corner of the envelope or package, and a return address in the upper right-hand corner of the envelope or package. If this information is not exhibited on the envelope or package, the RFQ submittal may be returned to sender without being opened, or it may not be opened at all if a return address is not provided.

The RFQ submittal shall be limited to a maximum of twenty (20) single-sided pages or ten (10) double-sided pages (excluding transmittal letter, index sheets, insurance certificates, financial statements, litigation summaries, and supporting appendices, if any). The response should be prepared as a straightforward concise description of a firm's (or joint venture's) ability to meet the requirements of this solicitation. Emphasis should be placed on completeness and clarity of content. It is strongly recommended that the respondent exactly follow the content order identified in this section of the RFQ, as well as use the Evaluation Criteria that follow as an outline for presenting general and specific qualifications.

The RFQ submittal must include the following content to be evaluated:

## ***Letter of Transmittal***

The transmittal letter shall include the following information:

- A brief statement of understanding of the RFQ and commitment to perform the range of services offered within the response.
- A brief summary of the types of professional services for which the respondent wishes to be considered.
- Name of the principal point(s) of contact for the respondent (i.e., firm, title, physical address, fax number, phone number, and e-mail address). State whether the contact person is authorized to bind the respective firm. If the signer of the transmittal letter is not so authorized, identify the person(s) authorized to execute contracts on behalf of the firm(s).

## ***Executive Summary*** (maximum of four pages)

### **Section 1 – *Firm (or Joint Venture) Statement of Work***

- Identify and outline the scope of services the firm (or joint venture) proposes to offer to the City.
- Describe the firm (or joint venture) approach to performing all or portions of the Scope of Services outlined in this RFQ.
- A statement of the extent to which the firm (or joint venture) has a place of business within the City.
- A statement of the existence of or potential for any conflict of interest with any work the firm (or joint venture) might perform for the City.

## **Section 2 – *Project Organization***

- For lead firm (or joint venture), provide:
  - ✓ Corporate name(s).
  - ✓ Responsible corporate officer(s) who would be responsible for the work.
  - ✓ Office location(s) where the majority of the work would be performed.
  - ✓ Description of general capabilities of the firm(s).
- For sub-consultants (any entities that will be responsible for 2% or more of billable work), provide:
  - ✓ Corporate name(s).
  - ✓ Responsible corporate officer(s).
  - ✓ Office location(s).
  - ✓ Description of specialty discipline capabilities of the firm(s).
- Project organizational structure (including the proposed project manager(s) and key personnel to be committed to specific project disciplines).
- Resumes of key personnel listing roles and responsibilities (including professional credentials that demonstrate competencies directly related to the Scope of Services outlined in this RFQ).

## **Section 3 – *Project Methodologies and Management Plans***

- Description in both narrative and graphic form of how the firm (or joint venture) proposes to manage projects.
- Description how each firm controls the quality of its work (QA/QC) on projects, both previously undertaken and ongoing.
- Description of proposed methods of communication with City staff and project stakeholders.

## **Section 4 – *Project Schedules and Costing***

- Outline methods of approach to include, but not necessarily limited to, project scheduling techniques, innovative approaches to design and construction, value engineering, and cost estimating.

## **Section 5 – *Technical Resources***

- Description of the analytical software and data management systems that would be used to accomplish projects.

## **Section 6 – *Past Project Experience***

- A list of not more than five (5) representative projects per discipline identified in this solicitation. Such projects should be recently completed or under design by the firm (or joint venture) and similar to the Scope of Services outlined in this RFQ. The project description should detail approximate project costs and dates of completion.
- A list of project references with names, addresses, phone numbers and e-mail addresses.

**Section 7 – Insurance**

- Certificates of insurance evidencing minimum coverage for the types and limits of liability specified:

1. Worker's Compensation	Statutory Limit
2. Employer's Liability:	
a. Each Accident	\$500,000.00
b. Disease, Policy Limit	\$500,000.00
c. Disease, Each Employee	\$500,000.00
3. General Liability:	
a. Each Occurrence (Bodily Injury And Property Damage)	\$1,000,000.00
b. General Aggregate	\$2,000,000.00
4. Excess or Umbrella Liability:	
a. Each Occurrence	\$2,000,000.00
b. General Aggregate	\$2,000,000.00
5. Automobile Liability:	
a. Bodily Injury:	\$ - -
Each Accident:	\$ - -
b. Property Damage:	
Each Accident	
-or-	
c. Combined Single Limit (Bodily Injury and Property Damage) Each Accident	\$500,000.00
6. Professional Liability	
a. Amount	\$1,000,000
b. Deductible	\$25,000
c. Effective Through:	

**Section 8 – Financial Statements**

- Audited financial statement(s) for lead firm (or firms, in the case of a joint venture).

**Section 9 – Litigation Summary**

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

**Section 10 – Exhibits**

- Completed conflict of interest forms (Exhibit 1)

In making its final determination, the City may schedule one-on-one interviews with respondents, if necessary.

Receipt of all Addenda to this RFQ, if any, must be acknowledged by attaching a signed copy of each Addendum to the RFQ submittal. All Addenda shall become part of the requirements of this RFQ. Failure to acknowledge receipt of an Addendum may result in rejection of the RFQ submittal. All Addenda will be posted at <http://www.killeentexas.gov/index.php?section=107>.

The City reserves the right to request further documentation or information, and to discuss an RFQ submittal for any purpose in order to answer questions or to provide clarification.

The City reserves the right to reject any or all RFQ submittals and to conduct studies and other investigations, as necessary, to evaluate the RFQ submittal and complete interviews with the firms, as part of the evaluation phase.

A respondent's RFQ submittal may not be changed, amended, or modified after such time as the City declares, in writing, that a particular stage or phase of its review of received RFQ submittals is complete or closed.

# EVALUATION CRITERIA

In evaluating the RFQ submittals, the City is particularly interested in entities demonstrating competent, timely, functional, and cost effective methods to accomplish the range of professional services described in this solicitation. The City expects the RFQ submittal to provide adequate information about the respondent's organizational structure and designated key personnel who would be involved in any potential project. In their RFQ submittal, the respondent must include project-specific summaries clearly identifying past and proposed roles and responsibilities, and present strategies to deliver the best project for the City, with sufficient detail to evaluate the "most qualified and competent" firms.

Each respondent shall provide one (1) copy of its RFQ submittal on letter-sized (8½" x 11") white paper, bound, with sequentially numbered pages. The respondent shall also provide an electronic archive copy of its RFQ submittal (.pdf format preferred). All RFQ submittal materials shall be placed in a sealed envelope or package. All sections shall be separated with clearly marked index sheets or tabs. Each RFQ submittal shall be as concise as possible. However, supporting information may be submitted as a separate document marked "Appendix."

A weighted percentage for each evaluation criterion has been established herein. Evaluations will be conducted in two stages. Stage-one will be a review of overall qualifications of the submitting respondents to establish a short list of qualified firms. Those firms "short-listed" will move to a stage-two evaluation for final selection and inclusion on a final pre-qualification list based on their specific qualifications.

**Stage-One:** Qualifications will be evaluated on a weighted percentage for each evaluation criterion as established below:

1. Qualification package completed in accordance with RFQ solicitation (5)
2. Demonstrated experience in planning and design of various types of municipal capital improvement projects (35)
3. Experience in design and technology relating to various types of municipal capital improvement projects (10)
4. Capability to perform all aspects of a project either directly or through sub-consultants (20)
5. Key personnel professional background and experience (10)
6. Quality and competence of work on projects previously undertaken (10)
7. Familiarity with, and proximity to the geographic location of, the City of Killeen (10)

**Stage-Two:** Respondents selected from the stage-one evaluation will progress to stage-two. Categories to be considered during this phase of evaluation will be as follows:

1. Specific methods of approach to the project management process, to include but not limited to, studies and reports; design and construction; cost estimates; and schedules.
2. Design and construction-phase project experience in relation to municipal capital improvement projects of similar scope to City of Killeen's needs.
3. Knowledge and methods of approach to municipal utility, facility, and equipment design, construction, operation, and management.
4. Specific qualifications and experience of proposed project staff.
5. Specific quality of work on projects previously undertaken.
6. Specific familiarity with the municipal capital improvement project needs of the City of Killeen.
7. Demonstrated knowledge of key issues relating to municipal capital improvement projects.
8. Demonstrated capability to complete projects without major cost escalations or overruns.
9. Demonstrated understanding of the potential problems inherent with municipal capital improvement projects and methods of approach for problem resolution.
10. Demonstrated project availability and commitment, including an identification of respondent's workload that will potentially run concurrent with any potential projects and could affect the firm's ability to perform.

The most qualified and competent firms will be recommended to be included on a final pre-qualified list of firms from which the City may select (on a project-specific basis) to negotiate and enter into contracts with relating to specific upcoming municipal capital improvement projects. Either participation in an interview or inclusion on the final list is not an assurance that any firm will be awarded any contract. Contracts will be awarded based on negotiations with the most qualified and competent firm for any given municipal capital improvement project for a fair and reasonable price, and may be subject to the approval of the City Council.

# **THE CITY OF KILLEEN, TEXAS**

## **RESERVATION OF RIGHTS**

In connection with the RFQ and any upcoming municipal public improvement project, the City of Killeen reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFQ, in whole or in part at any time before the execution of a contract by the City of Killeen, without incurring any cost, obligations, or liabilities.
2. Issue addenda, supplements, and modifications to this RFQ.
3. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the City will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFQ submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFQ submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts and consultants in RFQ submittal evaluation.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.

12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
13. Disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFQ submittal, accept and review a non-conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.
16. Disqualify any firm that changes its RFQ submittal without the City's authorization.
17. Exercise any other right reserved or afforded to the City of Killeen under this RFQ. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or be liable for any obligations with respect to any major municipal capital improvement project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

**EXHIBIT 1**  
**CONFLICT OF INTEREST**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:  
\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity;  
or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**NOTICE TO QUALIFIED FIRMS**  
**RFQ NO. 17-10**  
**MUNICIPAL PROJECTS REQUIRING PROFESSIONAL SERVICES**  
**CITY OF KILLEEN, TEXAS**

The City of Killeen, Texas is pleased to present a **Request for Qualifications (RFQ)** to solicit interest from prospective entities qualified in the areas of planning, design, construction, operation, maintenance, and emergency response for various municipal projects. The RFQ outlines the process to be utilized by the City in selecting a list of competent entities from which the City may negotiate contracts for professional services that will be necessary to complete various major capital improvement projects, minor capital improvement projects, master planning services, regulatory compliance assistance, and emergency response services. All responses will be reviewed to determine qualifications and competence, and qualified respondents will be reduced to a final pre-qualified list of firms. The pre-qualified list of firms will be considered a pool of qualified firms from which contracts may be negotiated over the next three to five year period.

The City of Killeen will receive Statements of Qualifications for Municipal Projects Requiring Professional Services addressed to the City of Killeen, Attn: Purchasing Department, 207A W. Avenue D, Killeen, Texas 76541, until 4:00 p.m. on Wednesday, May 17, 2017. Statement submissions shall be plainly marked with the name and address of the firm and “RFQ NO. 17-10 Municipal Projects Requiring Professional Services “. Any statements received after the closing time will be returned unopened.

RFQ packets and specifications may be obtained from the City of Killeen website ([www.killeentexas.gov](http://www.killeentexas.gov)), Demand Star (<http://www.demandstar.com/>), ESBD (<http://portal.cpa.state.tx.us>), and Ion Wave (<https://killeentx.ionwave.net/Login.aspx>). Questions should be addressed via email to Randy Jimenez, Purchasing Manager, at [rjimenez@killeentexas.gov](mailto:rjimenez@killeentexas.gov) with RFQ 17-10 in the subject line. Questions will be accepted until 5:00 PM, Monday, May 15, 2017. Questions will be answered in the form of an Addendum and posted to the City’s website. It is the firm’s responsibility to obtain and acknowledge all Addenda.

The City of Killeen reserves the right to reject any or all proposals and waive any irregularities.

CITY OF KILLEEN, TEXAS

**Randy Jimenez**, Purchasing Manager



**ADDENDUM NO. 1 for RFQ 17-10**

**MUNICIPAL PROJECTS REQUIRING PROFESSIONAL SERVICES**

**RFQ CLOSING DATE: May 17, 2017, @ 4:00 p.m.**  
**Today's date: May 3rd, 2017.**

---

**The following questions have been presented. Answers follow in *italics*.**

Q: I am interested in more information regarding RFQ No. 17-10 for pre-qualified firms for the capital improvement plan. Please let us know if we can participate in the RFQ.

A: *Any firm can submit their Statement of Qualifications. The RFQ packet can be downloaded at the City website at <http://www.killeentexas.gov/index.php?section=107>*

Q: Does the city of Killeen have upcoming projects scheduled to be completed by the firms selected for award from this RFQ?

A: *Projects are selected based on funding and regulations. Each Division and Department in the City evaluates potential projects on an annual basis. Most are based on the City's adopted master plans and bonds. Placement on the "pre-qualification" list does not guarantee a firm will be contracted during the timeframe indicated in the RFQ.*

Q: Is the city looking primarily for firms with Architecture and Engineering services in house or are individual firms providing one discipline encouraged to respond?

A: *Both will be considered by the City. Any entity may submit a response to this RFQ provided it is qualified to perform some or all of the scope of services described herein. The City reserves the right to subcategorize Other Professional Services in the final "pre-qualification" list. Such subcategorization would be based upon the range of other professional services proposed and evaluated in response to this solicitation, and the City's determination of qualifications and competence among those respondents.*

Q: Does the city of Killen currently have a the same award in place as described in this RFQ? If so, how many firms were selected and do you anticipate selecting the same number of firms for this RFQ?

A: *The City will select entities who demonstrate through their response to the RFQ an ability to provide the required professional services. See the attached Council resolution from the last professional services RFQ.*

Q. Is there an overall budget and budget per firm for this RFQ?

A. *No*

Q. As a firm with little experience working with the city of Killeen would providing project experience working with other municipalities in Central Texas meet qualification requirements?

A. *Yes, Section 6 on Page 16 of the RFQ does not specify that the experience had to be with the City of Killeen.*

Q. Regarding the Municipal Projects Requiring Professional Services for the City of Killeen. What kind of environmental sampling of analyses will be performed?

A. *Typical environmental sampling includes but is not limited to the following:*

*Emergency Response:*

*BTEX & TPH. Sampling of air, water and soils to determine the pollutants of concern such that contaminated materials can be contained, remediated, and disposed of according to TCEQ regulations. Typical historical pollutants have included pesticides, herbicides, gasoline, other petroleum products, cooking oil, and non-hazardous profiles.*

*Water Quality:*

*Mercury by EPA 7470A; ICP-MS Metals by EPA 6020; Chemical Oxygen Demand by HACH 8000; TSS by SM2540D; Oil & Grease; E.Coli.; pH; DO*

Q. For Content Requirements, Section 8 – Financial Statements, can we use financial statements with an INDEPENDENT ACCOUNTANT’S REVIEW REPORT in lieu of audited financial statements? If so, will Financial statements with an Independent Accountant’s Review Report for fiscal year ending 12/31/15 be accepted since they are not available for fiscal year ending 12/31/16?

A. *Yes.*

Q. Please provide a list of items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.

A: *The RFQ packet can be downloaded at the City website at <http://www.killeentexas.gov/index.php?section=107>*

Q. Please provide soft copy of the Tender Document through email.

A: *The RFQ packet can be downloaded at the City website at <http://www.killeentexas.gov/index.php?section=107>*

Q. Please provide names of countries that will be eligible to participate in this tender.

A: *Any firm can submit their Statement of Qualifications. The RFQ packet can be downloaded at the City website at <http://www.killeentexas.gov/index.php?section=107>*

Q. Please provide information about the Tendering Procedure and Guidelines

A: *The RFQ packet can be downloaded at the City website at <http://www.killeentexas.gov/index.php?section=107>*

Q. What is the estimated Budget for this Purchase ?

A: *This is not a purchase. The RFQ is a Request for Statements of Qualifications for possible future projects.*

Q. Will there be any Extension of Bidding Deadline?

A: *There will be no extension. Also, this not a bid. This is a Request for Qualifications.*

Q. Are there any Addendum or Pre Bid meeting Minutes?

A: *This is addendum #1. There will be no pre-meeting.*

---

Please acknowledge receipt of Addendum No. 1 by signing below and returning to the Purchasing Office in your packet.

---

Randy Jimenez  
Purchasing Manager

Acknowledgement:

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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



## City of Killeen

### ADDENDUM NO. 2 for RFQ 17-10

#### MUNICIPAL PROJECTS REQUIRING PROFESSIONAL SERVICES

**RFQ CLOSING DATE: May 17, 2017, @ 4:00 p.m.**

**Today's date: May 11th, 2017.**

---

**The following questions have been presented. Answers follow in *italics*.**

Q. Can the audited Financial Statements as noted in Section 8 of the RFQ be submitted under separate cover?

*A. No. Audited financial statements must be included in the Statement of Qualifications as outlined in the RFQ packet. Statements of qualifications must be sealed and will be directly delivered to the Purchasing office as stated in the RFQ packet. Statements will then be viewed by members of the evaluation committee. Any document submitted to the City is subject to a request for information and subject to interpretations of the Public Information Act by the Attorney General (AG).*

*If the City receives an information request, then the City would raise appropriate exceptions for RFQ/RFP submissions under the Public Information Act.*

*It is helpful if the documents are clearly marked as "confidential" and/or "proprietary." It is important to note that when the City raises the proprietary exception and mails out letters to the entities submitting a Statement of Qualification, the AG will likely require the City to release the information if they do not receive a response from the entity further explaining why the documents meet this exception from disclosure."*

Q. Can our firm submit our confidential financial statement in a separately sealed envelope directly to Mr. Jimenez?

*A. No. See first response above.*

Q. Our firm considers our financial statement to be highly confidential. May we address this requirement in Section 8 with a statement in the SOQ that says we will, upon request, provide our financial statement directly to the individual (s) evaluating those statements in lieu of making it part of the SOQ for everyone to see?

*A. No. See first response above.*

Q. Audited financial statements cost quite a bit of money to have done. Can we include our financials along with a supporting letter from our bank?

A. *No. See first response above.*

Q. In Section 8 of the RFQ requirements, you ask for “Audited Financial Statement for lead firm”. Can you please advise how many years you require or only the most recent years?

A. *Please submit the most current year.*

Q: Can a respondent submit for one of the professional services listed under ‘Other Professional Services’ as noted on page 13 of the RFQ? If so, how do they indicate in the response to the RFQ?

A. *Yes. Annotate it in your written response.*

Q: Will more than one PM be selected?

A: *This RFQ is to create a "pre-qualified" list of firms that can be utilized for City projects. Placement on the list does not guarantee that a firm will be awarded a contract with the City.*

Q. Will the form of Agreement used by the City of Killeen be one noted on NSPE’s list of Contract Document Categories? <https://www.nspe.org/resources/shop-nspe/ejcdc-contract-documents>

A. *The City of Killeen generally utilizes an amended version of the 1996 EJCDC contracts. For smaller projects, the City may use a short form letter of agreement. These documents will be provided at the time a firm is chosen for a project. Alternatively, a firm may propose a different form of agreement which may be negotiated and approved by the City.*

Q. Section 6 states “A list of not more than five (5) representative projects per discipline identified in this solicitation”. If we are presenting solely on Professional Services, can you confirm the aforementioned disciplines do not apply?

A. *All of the disciplines included in this RFQ are considered Professional Services. If a firm was submitting for project management only, the firm will need to provide five construction management projects including clarification of the type of project management they provided. For example were they a PM for a Waterline project, Treatment Plant project, Roadway project? Etc.*

Q. The RFQ does not require a Registered Architect or Professional Engineer for Program Management services. Will a Certified Construction Manager be acceptable to the City of Killeen for the Program Manager? Please refer to: <http://cmaanet.org/certified-construction-manager-ccm>.

A. *A certified construction manager may be utilized for some projects.*

Q. Will electronic submissions be accepted using the killeentx.ionwave.net/login.aspx website?  
If not an electronic submission, how many copies/originals are required?

A. *The City does not accept electronic submissions through the internet or email. Firms should submit one (1) copy of its RFQ submittal on letter-sized (8½" x 11") white paper, bound, with sequentially numbered pages. The respondent shall also provide an electronic archive copy of its RFQ submittal (.pdf format preferred).*

Q. Can we submit separate RFQs for each discipline (Transportation, Water and Wastewater, Drainage/Storm Water, Solid Waste Management, Other Professional Services)?

A. *Yes. Acceptable, but not required.*

Q. The Executive Summary is a 4-page limit and excluded from the 20-page count?

A. *The Executive Summary is a maximum of four pages and is not excluded from the 20 page count. The RFQ submittal shall be limited to a maximum of twenty (20) single-sided pages or ten (10) double-sided pages (excluding transmittal letter, index sheets, insurance certificates, financial statements, litigation summaries, and supporting appendices, if any).*

Q. Are resumes included in the 20 -page limit for the submittal or are they excluded?

A. *Resume will not count against the 20 page limit.*

Q. Do you prefer the resumes in the appendix or included in Section 2?

A. *Appendix is preferred and will not count against the 20 page limit.*

Q. Has there been any consideration into communication requirements about these projects? Is the City looking for a firm that has experience in holding community meetings, providing media relations, stakeholder relations, social media campaigns, etc. regarding public infrastructure projects.

A. *At this time, the City is not looking solely for communication support. Many of the experience areas identified will include some type of public outreach and interaction once a Professional Service contract is awarded.*

---

Please acknowledge receipt of Addendum No. 2 by signing below and returning to the Purchasing Office in your packet.

---

Randy Jimenez  
Purchasing Manager

Acknowledgement:

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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



**ADDENDUM NO. 3 for RFQ 17-10**

**MUNICIPAL PROJECTS REQUIRING PROFESSIONAL SERVICES**

**RFQ CLOSING DATE: May 17, 2017, @ 4:00 p.m.**

**Today's date: May 16th, 2017.**

---

**The following comments are presented:**

1. After further consideration, Firms may submit certified financial reports in lieu of an audited statement.
2. After further consideration, Firms may submit Financial Statements/Reports under separate cover. However, any document submitted to the City is subject to a request for information and subject to interpretations of the Public Information Act by the Attorney General (AG).

---

Please acknowledge receipt of Addendum No. 3 by signing below and returning to the Purchasing Office in your packet.

---

Randy Jimenez  
Purchasing Manager

Acknowledgement:

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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



# PROFESSIONAL SERVICES CONSULTANTS LIST (RFQ17-10)

RS-17-060

June 20, 2017

# Background

- Request for Qualifications (RFQ) was advertised on April 23, 2017.
- RFQ is intended to identify qualified firms to provide municipal planning, design, and other professional services on municipal projects in the COK and its ETJ.
- State law does not allow a competitive bid for engineering/surveying professional services.
- Pre-Qualification does not guarantee the firm will be awarded a project.
- 42 firms submitted responses to this RFQ.
- Evaluations were performed by city staff based upon a previously established scoring criteria.

# Recommendations Per Category

Full Service Firms	7
Transportation, Water & Wastewater, Drainage & Environmental, and Other	14
Transportation, Water & Wastewater, Drainage & Environmental	2
Transportation and Other	4
Transportation	1
Water & Wastewater and Other	1
Water & Wastewater	1
Water & Wastewater, Drainage & Environmental, and Other	1
Water & Wastewater and Drainage & Environmental	1
Drainage & Environmental and Other	2
Drainage & Environmental	0
Solid Waste	1
Other	7

# Recommendation



- City staff recommends that City Council approve the pre-qualification of firms as listed in the evaluation summary provided.



# City of Killeen

## Legislation Details

---

**File #:** RS-17-061    **Version:** 1    **Name:** CTCOG Interlocal Agreement 2017  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 6/1/2017    **In control:** City Council  
**On agenda:** 6/27/2017    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the Interlocal Agreement with Central Texas Council of Governments for reimbursement of costs associated with the Elderly Transportation Program.  
**Sponsors:** Community Development Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Interlocal Agreement](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Leslie K. Hinkle, Executive Director of Community Development

**SUBJECT:** Interlocal Agreement with Central Texas Council of Governments (CTCOG) for reimbursement of Transportation Services

### **BACKGROUND AND FINDINGS:**

The City of Killeen Elderly Transportation Program (ETP) funded by Community Development Block Grant and the General Fund provides eligible Killeen residents, 62 years of age or older, with transportation services in the form of taxi service or transportation services through the HOP. The Area Agency on Aging of Central Texas (AAACT) is offering to provide the City reimbursement of \$6.30 per medical ride taken via taxi for those who are currently receiving services under the ETP. Staff estimates an average of twenty (20) medical trips taken per month that would be partially reimbursed by AAAC.

### **THE ALTERNATIVES CONSIDERED:**

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

No other alternatives were considered in reimbursing for the medical rides taken by participants in the ETP. AAAC is offering the reimbursement as a way for the City to stretch the ETP dollars, enabling more persons to utilize the program.

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

Texas Government Code Chapter 791 requires the Interlocal Agreement be approved by City Council.

### **FINANCIAL IMPACT:**

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

In the current fiscal year, the Elderly Transportation Program is authorized \$2,160.00 in expenditures under the Area Agency on Aging Transportation Program to supplement the program. Future year funding is subject to the allocation of federal funds associated with the Community Development Block Grant Program and allocations approved by City Council for the Elderly Transportation Program in the General Fund.

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

Recurring expenditures are based on the conditions of the Interlocal Agreement and are subject to federal funding of the Area Agency on Aging of Central Texas and Community Development Block Grant program.

**Is this expenditure budgeted?**

This is a budgeted expenditure in the 2016-17 Community Development Department with the line item associated under AAA Transportation Program.

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

N/A

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

Yes.

**RECOMMENDATION:**

Staff recommends that City Council authorize the City Manager to execute the Interlocal Agreement with the Central Texas Council of Governments for the provision and reimbursement of transportation services.

**DEPARTMENTAL CLEARANCES:**

City Attorney  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Interlocal Agreement



## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into by and between The Central Texas Council of Governments (CTCOG) and the City of Killeen, Texas (Contractor) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, §791.025.

### **I. STATEMENT OF PURPOSE:**

The purpose of this Interlocal Agreement is to allow CTCOG and the Contractor to provide transportation services in accordance with:

- The Older Americans Act of 1965 (OAA), as amended,
- The regulations of the Texas Health and Human Services Commission (HHSC),
- The CTCOG Direct Purchas of Services Program, and
- The stated Scope of Work (Attachment A).

### **II. CONSIDERATION:**

- a. Per the Interlocal Cooperation Act, Texas Government Code, §791.025, or other applicable law, the Contractor satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. CTCOG agrees to allow the Contractor to procure transportation services through existing vendor contracts and vendor contracts that CTCOG may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from the Contractor. All CTCOG vendor contracts shall be made available to the Contractor upon request. Contractors utilizing the cooperative contracts shall issue a purchase order directly to the relevant vendor. Contractors utilizing a CTCOG vendor contract for which CTCOG is the fiscal agent shall issue the purchase order directly to CTCOG.
- c. Contractor agrees to notify CTCOG of any substantial problems in quality or service in relations with a vendor under a CTCOG vendor contract.

### **III. PAYMENT FOR GOODS AND SERVICES:**

- a. Contractor shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the vendor. Payment under a CTCOG Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to Contractor.
- c. Contractor agrees to pay the rates and/or prices set by CTCOG with its vendors.
- d. All purchases executed under a CTCOG Contract will require a Contractor purchase order.

### **IV. TERM OF CONTRACT:**

This Interlocal Agreement shall begin when fully executed by both parties. Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

### **V. GOVERNING LAW AND OTHER REPRESENTATIONS FOR CONTRACTOR:**

☒ Unit of Texas Local Government hereby certifying that it has statutory authority to perform its duties hereunder pursuant to Chapter 791, Texas Government Code (specifically that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party).

☐ Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to

### **VI. CERTIFYING FUNCTION:**

The Central Texas Council of Governments acting as the owner of the CTCOG Contracts hereby certifies the eligibility of the Contractor to use the CTCOG contracts.

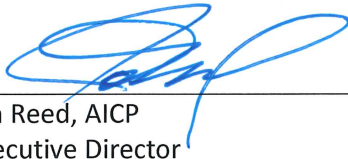
## VII. NOTIFICATION

All notices under this Interlocal Agreement shall be sent to each party at the respective addresses indicated below:

Central Texas Council of Governments  
PO Box 729  
Belton TX 76513

City of Killeen  
101 North College Street  
Killeen TX 76541

## VIII. AUTHORIZED SIGNATORIES



---

Jim Reed, AICP  
Executive Director  
Central Texas Council of Governments

---

Ronald L. Olson  
City Manager  
City of Killeen, Texas

---

Date

---

Date

**ATTACHMENT A  
SCOPE OF SERVICES**

- A. The City of Killeen agrees to provide the following services as identified below to program participants authorized by the Area Agency on Aging of Central Texas (AAACT) staff, in accordance with the Contractor application, all required assurances, licenses, certifications and rate-setting documents, as applicable:

SERVICE: Transportation

SERVICE DEFINITION: Transporting an older individual from one location to another but does not include any other activity.

Demand/Response – transportation designed to carry older individuals from a specific origin to a specific destination upon request. Older individuals request the transportation service in advance of their need, usually 24 to 48 hours prior to the trip.

UNIT DEFINITION: One (1), one-way trip.

SERVICE AREA: Bell County.

All Texas Administrative Code standards are located at the Texas Secretary of State website:

[www.sos.state.tx.us](http://www.sos.state.tx.us) .

All Older Americans Act and other required rules and regulations are located at

[http://www.aoa.gov/AoARoot/Authorizing\\_Statutes/index.aspx](http://www.aoa.gov/AoARoot/Authorizing_Statutes/index.aspx) .

TARGETING: AAAC services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

- B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)
Transportation	\$6.30

**TERMS OF AGREEMENT**

---

A. The City of Killeen agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the AACT by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
  - a. If the fifth (5th) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
  - b. The AACT cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
  - c. No reimbursement for services provided will be made if Contractor payment invoices are not submitted to the AACT within 45 days of service delivery.
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Contractor's financial reports if contributions are not required to be forwarded to the AACT. Client contributions (program income) will be reported fully, as required, to the AACT. Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AACT Director within ten (10) days if, for any reason, the Contractor becomes unable to provide the service.
5. Maintain communication and correspondence concerning program participants' status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AACT or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. Retain financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AACT. The records and documents will be retained for a minimum of five (5) years after close of Contractor's fiscal year.

8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAAC staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. If applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.
10. The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
11. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
12. Contractor is an independent provider, NOT an agent of the AAAC. Thus, to the extent allowed by law, the Contractor indemnifies, saves and holds harmless the Central Texas Council of Governments/Area Agency on Aging of Central Texas against expense or liability of any kind arising out of service delivery performed by the Contractor. Contractor must immediately notify the AAAC if the Contractor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAAC.
13. Employees of the Contractor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

B. Through the Direct Purchase of Services program, the AAAC agrees to:

1. Review program participant intake and assessment forms completed by the Contractor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to Contractor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.
4. Provide timely technical assistance to Contractor as requested and as available.
5. Conduct quality assurance procedures, which may include on-site visits, to ensure quality services

are being provided and, if applicable, CMS exclusion reviews are conducted.

6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. Contingent upon the AAAC's receipt of funds authorized for this purpose from HHSC, reimburse the Contractor based on the agreed reimbursement methodology, approved rates, services authorized, and in accordance with subsection (A)(2) of this document, within twenty-one (21) days of the AAAC's receipt of Contractor's invoice.

### **ASSURANCES**

The Contractor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*).
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*).
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107).
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688).
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*).
- G. Drug Free Workplace Act of 1988.
- H. Texas Senate Bill 1 - 1991, as applicable.
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.
- J. Certification Regarding Debarment - 45CFR §92.35 Sub-awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs.
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs.



# INTERLOCAL AGREEMENT WITH CTCOG FOR ELDERLY TRANSPORTATION SERVICES

RS-17-061

June 20, 2017

# Background

- ❑ Elderly Transportation Program – funding (CDBG & General Fund)
- ❑ Program provides transportation services for elderly age 62 +
- ❑ CTCOG through Area Agency on Aging (AAA) – offering a contribution for medical trips - \$6.30 per trip
- ❑ Estimated funding will provide avg. 20 rides per month

# Financial Impact



- Reimbursement from CTCOG via AAA will allow for the current CDBG & GF allocation of funding to be used in the most efficient manner possible.
- AAA set aside \$2,160.00 ( \$6.30 per ride taken) to reimburse city for medical related trips.

# Summary

---

- Authorize City Manager to execute Interlocal Agreement with CTCOG via AAA.



# City of Killeen

## Legislation Details

---

**File #:** RS-17-062    **Version:** 1    **Name:** CTC Lease Addendum No. 1  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 6/1/2017    **In control:** City Council  
**On agenda:** 6/27/2017    **Final action:**  
**Title:** Consider a memorandum/resolution approving Addendum No. 1 to Central Texas College (CTC) Lease at Skylark Field.  
**Sponsors:** Aviation Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Lease Addendum No. 1](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 1, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Matthew Van Valkenburgh A.A.E., Executive Director of Aviation

**SUBJECT:** CENTRAL TEXAS COLLEGE (CTC) LEASE ADDENDUM NO. 1

### **BACKGROUND AND FINDINGS:**

Central Texas College (CTC) has been a major tenant at Skylark Field (formerly known as Killeen Municipal Airport) since 1970. The college leases 60,030 square feet of land on which it has built and owns two large hangars to support its flight operations. The college operates an associate degree career pilot training program with full-time staff and a fleet of fourteen aircraft.

The current land lease agreement was approved by Council on July 8, 2014, with an effective date of August 1, 2014 and an expiration date of July 31, 2017. The lease provisions included an option for up to two additional three-years with terms. It also provides that the City would review the base rental rate prior to the term extensions and reserve the right to adjust the rate up to the percentage of change in the Consumer Price Index for the most recently published three-year period.

Staff has negotiated a lease addendum to extend the lease by three years, through July 31, 2020. Rental rates for this renewal option are proposed to increase the ground rental rate from \$0.045 to \$0.046 per square foot per month. This will increase the total rent by \$60.03 per month to a total of \$2,761.38.

### **THE ALTERNATIVES CONSIDERED:**

No alternatives have been considered. Central Texas College is executing its contractual option to extend the lease agreement.

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

N/A

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

This lease aligns with airport land use plans indicated in the recently adopted Skylark Field Airport Master Plan.

This lease supports City of Killeen Vision 2030 Goal #6: Preserve and Promote a Positive City Image Goal and #9: Quality Educational Opportunities by supporting Central Texas College as a valued resource for training a highly qualified labor force.

**FINANCIAL IMPACT:**

The lease agreement, as revised by the terms of this addendum, is expected to generate \$33,136 in annual revenue to the Skylark Field airport enterprise fund account #527-0000-324.15-00 (Hangars & Tiedowns).

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

City Council approve the attached Lease Addendum No. 1 with CTC to be effective August 1, 2017, and to authorize the City Manager to execute same.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Lease Addendum No. 1

**STATE OF TEXAS**

**COUNTY OF BELL**

**ADDENDUM NO. 1**

The City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and Central Texas College, hereby agree that the terms and conditions of the Lease Agreement dated July 9, 2014 between the City of Killeen and Central Texas College will remain in full force and effect, with the exception of the changes made and incorporated in Addendum No. 1 herein.

**ARTICLE V**  
**Terms of Agreement**

1. **Term.** The Airport hereby grants unto the said Tenant, for a period of three (3) years beginning August 1, 2017 and ending July 31, 2020 (first Subsequent Term), the right to operate as previously authorized herein, at Skylark Field. Tenant shall also have the right to request one additional extension of this Lease of three (3) years, provided that written notice is given by Tenant to Airport no later than ninety (90) days prior to the expiration of the first Subsequent Term, and further provided that the City Council of the City of Killeen approves and authorizes such extension(s). "Term" may be used herein to indicate either, or both, the Initial or any Subsequent term.
2. No change.
3. No change.
4. No change.
5. No change.
6. No change.
7. No change.

**ARTICLE VI**  
**Rentals, Fees, and Accounting Records**

1. **Lease Amount.** Beginning, August 1, 2017, Tenant shall pay to the Airport, \$2,761.38 per month for the Leased Premises each and every month for the duration of the term of the Lease. Total monthly rent is based upon a ground rental

rate of \$ .046 per square foot per month. Tenant shall have the option to prepay any monthly payments, but shall not be required to do so.

2. No change.
3. No change.
4. No change.
5. No change.

IN WITNESS WHEREOF, the parties have executed this lease addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

CITY OF KILLEEN:

\_\_\_\_\_  
Dianna Barker  
City Secretary

\_\_\_\_\_  
Ronald L. Olson  
City Manager

*HL*

ATTEST:

TENANT  
CENTRAL TEXAS COLLEGE

\_\_\_\_\_  
*Ted F. Gonzalez*  
Ted F. Gonzalez  
Director of Business Services

CTC2014 Ad1b



# CENTRAL TEXAS COLLEGE (CTC)

## LEASE ADDENDUM NO. 1

RS-17-062

June 20, 2017

# CTC LEASE ADDENDUM

2

## □ Background

- ▣ Central Texas College operates an associate degree career pilot training program at Skylark Field since 1970
- ▣ Land lease of 60,030 square feet
- ▣ CTC built, owns, and maintains two large hangars
- ▣ Current lease term expires July 31, 2017
- ▣ CTC has option for two (2), three-year term extensions

# CTC LEASE ADDENDUM

3

## □ Extension Terms

- ▣ Three year extension to July 31, 2020
- ▣ CPI rate increase from \$0.045 to \$0.046 per sq ft

## □ Annual revenue for Skylark Field

- ▣ Lease increase \$720 per year
- ▣ Total revenue \$33,136

# CTC LEASE ADDENDUM

4

- This program and projects conform to the City's Strategic Plan goals:
  - ▣ Goal 6. Preserve and Promote a Positive City Image
  - ▣ Goal 9. Quality Educational Opportunities
    - Supporting Central Texas College as a valued resource for training a highly qualified labor force

# RECOMMENDATION

5

- Approve Lease Addendum No. 1 to Central Texas College Lease and authorize the City Manager to execute same.



# City of Killeen

## Legislation Details

---

**File #:** RS-17-063    **Version:** 1    **Name:** Paxton Lease Termination  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 6/5/2017    **In control:** City Council  
**On agenda:** 6/27/2017    **Final action:**  
**Title:** Consider a memorandum/resolution approving termination of lease agreement with Jacob Paxton d/b/a Paxton Aviation at Skylark Field.  
**Sponsors:** Aviation Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Matthew Van Valkenburgh A.A.E., Executive Director of Aviation

**SUBJECT:** JACOB PAXTON LEASE TERMINATION (SKYLARK FIELD)

### **BACKGROUND AND FINDINGS:**

On January 26, 2016, Council approved a lease agreement with Jacob Paxton d/b/a Paxton Aviation for the lease of a 6,400 sq. ft. hangar on Skylark Field. The lease included authorizing the tenant to engage in the business activities of a Fixed Base Operator, providing aircraft maintenance, flight training, aircraft rental, charter operations, sale of pilot supplies, and related aeronautical business activities.

On May 15, 2017, staff received a written request from Mr. Paxton requesting release from the lease agreement citing inability to pay for continued rental of the building. The request did indicate that he would honor and pay the past due balance of rents and fees owed through May, 2017, but as of the date of this staff report approximately \$8,600 in rent and late fees remain due.

This tenant has a history of late payments and insufficient fund check payments to the City. On January 24, 2017, a certified letter of demand was sent to the tenant demanding payment of past due rents and fees. On March 16, 2017, a lock-out was placed on the hangar for non-payment of rent. Upon receipt of a satisfactory repayment plan and initial payments on the plan, the lock out was suspended; however when payments lagged behind the repayment plan, the lock-out was re-instated on April 4, 2017. With the receipt of a relatively large payment on April 5, 2017, the lock-out was again suspended. The payments per the agreed repayment plan continued through May 15, 2017; however, no subsequent payments have been received as of June 5, 2017.

Staff has determined it is no longer prudent to continue this lease agreement and recommends the termination of the lease to allow staff to solicit for another suitable aviation business for this facility. Staff will submit appropriate documentation to the City's contracted collection agency to attempt to recover past due rents and fees.

### **THE ALTERNATIVES CONSIDERED:**

Alternatives considered were: (1) to continue the past course of action and negotiate with the tenant for payments and continuation of the lease or (2) move forward with the tenant's request for termination of lease.

**Which alternative is recommended? Why?**

Staff recommends alternative 2. Aviation staff needs the authority to clear this tenant and begin the process of locating a new tenant for this aviation business location.

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

The lease agreement specified a monthly rental rate of \$3,150.72 (to include a February, 2017 CPI, adjustment). It is uncertain if the tenant will honor his rental payment obligations, and it is not known when a replacement tenant can be found, a lease executed, and at what rate. Therefore, the financial impact (revenue loss) cannot be determined at this time. Revenues for Fixed Base Operator activity are accounted for in the Skylark Field airport enterprise fund account #527-0000-324.10-00 (Fixed Base Operations).

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

City Council approve termination of the Jacob Paxton lease agreement effective June 30, 2017, and authorize the City Manager to execute any and all necessary documentation to effect this termination.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

None



# PAXTON AVIATION LEASE TERMINATION

RS-17-063

June 20, 2017

# PAXTON AVIATION LEASE

2

- Lease approved January 26, 2016
- History of late payments and ISF checks
- Airport letter of demand
  - ▣ January 24, 2017
- Lockouts
  - ▣ March 16 and April 4 2017
- Tenant request for release from lease
  - ▣ May 15, 2017

# PAXTON AVIATION LEASE

3

- Alternatives Considered
  - ▣ 1. Negotiate with tenant for payment plan to keep hangar lease
  - ▣ 2. Move forward with request for lease termination
  
- Staff recommends alternative No. 2
  - ▣ Tenant apparently cannot meet his obligations
  - ▣ Staff needs authority to clear tenant and begin process of locating a new tenant

# RECOMMENDATION

4

- City Council approve termination of the Jacob Paxton lease agreement effective June 30, 2017 and authorize the City Manager to execute any and all necessary documentation to effect the termination



# City of Killeen

## Legislation Details

<b>File #:</b>	RS-17-064	<b>Version:</b>	1	<b>Name:</b>	Employee Medical and Dental Benefits
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Resolutions
<b>File created:</b>	6/5/2017	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	6/27/2017	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a memorandum/resolution to recommend to the Employee Benefits Trust the execution of an agreement with Scott & White Health Plan for Medical Insurance and MetLife for Dental Insurance effective October 1, 2017.				
<b>Sponsors:</b>	Human Resources Department, Finance Department				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">SWHP 2017 Quote</a> <a href="#">SWHP 2017 PPO Buy-Up Renewal</a> <a href="#">SWHP 2017 Retirees Renewal</a> <a href="#">SWHP 2017 Renewal</a> <a href="#">Metlife Renewal</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Eva Bark, Executive Director of Human Resources

**SUBJECT:** Scott and White Health Plan and MetLife Dental Plan

### **BACKGROUND AND FINDINGS:**

The City of Killeen provides medical and dental insurance, Scott and White Health Plan and MetLife, respectively, so that each employee has access to health care. In FY '17, the City continued to pay 100% of the medical and dental care premiums, base plan only, for all eligible employees. Employees may purchase additional medical and dental care coverage for their family members, if they choose.

Medical insurance benefits are reviewed annually; the proposed renewal rate for the SWHP FY '18 and MetLife FY '18 will not increase.

The city will continue to offer employees three healthcare plans: Base Plan - High Deductible Health Plan/Health Savings Account, Mid-Plan and the High-plan. The employee-only premium and cost to the City for each plan is as follows:

#### **Base (HDHP/HSA\*)**

- Premium \$378.78
- City cost: \$378.78
- Employee cost: \$0.00
- City contributes \$30 for HSA
- Wellness screening: \$0; no wellness screening: +\$50

#### **Mid-Plan**

- Premium \$420.86
- City cost: \$410.86
- Employee cost: 10.00
- Wellness screening: \$0; no wellness screening: +\$50

#### **Buy-up Plan**

- Premium \$580.74
- City cost: 410.86
- Employee cost: \$169.88
- Wellness screening: \$0; no wellness screening: +\$50

**\*HDHP/HSA - High Deductible Healthcare Plan/Health Savings Account**

Last year, our consultant negotiated a +3% rate for dental insurance benefits, effective for the next two years. Therefore, the employee-only premium will remain at \$24.24 per month. Core benefits remain the same paid by the City.

In FY '18, we will continue the employee engagement aspect to encourage our participation in wellness measures designed to improve health and well-being by requiring employees to visit their Primary Care Provider for their annual physical and to complete the health assessment. Both means of employee engagement are offered by the Scott and White Health Plan, as part of the no cost preventative care.

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

Alternatives are: (1) do nothing and have no formal contract with Scott and White Health Plan; (2) sign contract with Scott and White Health Plan

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

Staff recommends second alternative. This alternative offers the same terms and rates as the FY 2016-2017 plan.

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

This action supports City of Killeen Vision 2030 Goal 11: Recruiting and Maintaining a Talented and Committed Workforce for the City of Killeen.

#### **FINANCIAL IMPACT:**

The medical insurance plan reflects a rate pass in premiums to the City for the average of 930 full-time employees who are eligible to participate in medical insurance. The rates would be effective October 1, 2017.

Proposed FY 18	Total Increased Cost
\$4,585,197.60	\$0

The dental insurance plan reflects the same rate as FY '17 for the average of 1,077 full-time employees who are eligible to participate in dental insurance. The rates would be effective October 1, 2017.

Proposed FY 18	Total Increased Cost
\$313,277.76	\$0

Costs for both plans will be included in the proposed FY 18 budget.

#### **RECOMMENDATION:**

It is recommended that City Council recommend the renewal of Scott and White Health Plan as the provider for employee medical insurance to the Employee Benefit Trust and authorize the City Manager to execute an agreement with Scott and White Health Plan for medical insurance

effective October 1, 2017, and that the City Manager be authorized to execute any necessary change order in accordance with state and local law.

It is recommended that the City Council recommend the renewal of MetLife as the provider for employee dental insurance to the Employee Benefit Trust and authorize the City manager to execute an agreement with MetLife for dental insurance effective October 1, 2017, and that the City Manager be authorized to execute any necessary change order in accordance with state and local law.

**DEPARTMENTAL CLEARANCES:**

City Attorney  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Scott and White Health Plan Quote  
Scott and White Health Plan PPO Buy-up Renewal  
Scott and White Health Plan Retirees Renewal  
Scott and White Health Plan Renewal  
MetLife Renewal



<p style="text-align: center;"><b>Underwriting Assumptions For Sole Carrier Quotes</b> <b>City Of Killeen</b></p>
---

- Participation of at least 70% of eligible employees is required.
- The employer contribution must be at least 50% of the single premium. Dual option plan offerings must be at least 50% of the single premium on all plans.
- COBRA enrollees cannot exceed 10% of the total population.
- Retirees cannot exceed 15% of actives. If retirees exceed 15% of actives the group must meet the loss ratio per the rate certification or the rates may be adjusted to achieve a satisfactory loss ratio.
- If the group's enrollment and/or eligible population changes by 20% or more, we reserve the right to re-rate the group.
- This quote is intended as a single carrier, total replacement offering. If additional carriers are introduced on a renewing group, we reserve the right to review the other carrier's benefit summaries, review the contribution scheme and re-evaluate our rates. If additional carriers are introduced on a new sale, we reserve the right to review the other carrier's benefit summaries, review the contribution scheme and to withdraw our quote.
- We reserve the right to change any premium rate, including on a retrospective basis, when the terms of the policy are changed or our liability has been altered because of a change in state or federal law or a substantive change in the composition of the group.
- All rates assume NO GAP plan is in place unless otherwise indicated on the Marketing Rate Sheet

4/12/2017



**City Of Killeen**  
**Renewal Effective:**  
**10/1/2017**

**Employee Benefit Trust - Exempt from Premium Tax**

2017 Nation Care - In Area Renewal	Medical					Pharmacy \$10 / \$40 / \$100 \$50 Rx Deductible Unlimited	Plan: Active Employees - Mid Plan Buy Up PPO
	Plan Type	OV/SP	Coins	Ded	OOP Max		
	PPO70	\$30 / \$50	30%	\$2,500	\$6,600		
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single	\$462.94					Included in Medical	\$462.94
Employee & Spouse	\$1,093.06					Included in Medical	\$1,093.06
Employee & Child(ren)	\$667.46					Included in Medical	\$667.46
Family	\$1,272.50					Included in Medical	\$1,272.50

2017 Nation Care - In Area Renewal	Medical					Pharmacy \$10 / \$30 / \$50 \$50 Rx Deductible Unlimited	Plan: Active Employees - High Plan Buy Up PPO
	Plan Type	OV/SP	Coins	Ded	OOP Max		
	PPO70 HDHP	\$30 / \$50	20%	\$1,000	\$3,600		
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single	\$638.84					Included in Medical	\$638.84
Employee & Spouse	\$1,536.10					Included in Medical	\$1,536.10
Employee & Child(ren)	\$938.00					Included in Medical	\$938.00
Family	\$1,789.54					Included in Medical	\$1,789.54

2017 Nation Care - In Area Renewal	Medical					Pharmacy Ded + 30% Embedded Rx Deductible Unlimited	Plan: Active Employees - Base Plan Buy Up PPO
	Plan Type	OV/SP	Coins	Ded	OOP Max		
	PPO70 HDHP	Ded + 30%	30%	\$2,600	\$6,600		
4-Tier Option	Embedded Deductible Premium Tax Exempt Rates*					Rates*	Total
Single	\$416.66					Included in Medical	\$416.66
Employee & Spouse	\$983.76					Included in Medical	\$983.76
Employee & Child(ren)	\$600.72					Included in Medical	\$600.72
Family	\$1,145.26					Included in Medical	\$1,145.26

• Broker Commission: 0.00%

• NationCare plans are underwritten by National Health Insurance Company (NHIC).

\* This renewal assumes the Aetna network, named "Aetna Open Choice" will be utilized for our in-area members. See link below:  
[http://www.aetna.com/docfind.jsp?rdIndex.jsp?site\\_id=mymeritain&langpref=en](http://www.aetna.com/docfind.jsp?rdIndex.jsp?site_id=mymeritain&langpref=en)

• Above rates include Program fee, Patient Centered Outcomes (PCORI) fee.

• Above rates are only available to employees WITHIN the Scott & White Health Plan (SWHP) service area.

• Medical rates include coverage for durable medical equipment, diabetic supplies, and mandated mental health.

\* We reserve the right to change any premium rate, including on a retrospective basis, when the terms of the Agreement are changed or our liability has been altered because of a change in state or federal law or a substantive change in the composition of the group.

• Please review the Summary of Benefits and Coverage (SBC) for a complete description of benefits.

• Above rates assumes benefits are on a calendar year basis

\_\_\_\_\_ I hereby accept these rates as presented.

\_\_\_\_\_ I hereby accept these rates without the following riders: (use this option if applicable)

Signed:

Name/Title

Date:

Please return this proposal with the signed GERA (Group Eligibility Requirements Attachment) to Scott & White Health Plan / Insurance Company of Scott & White in the envelope provided. If we do not receive a signed consent, your group will be assigned the rates and benefits as shown in this proposal.

\*It is SWHP's / ICSW's understanding that the employer contribution is at least 0. This quote assumes that contribution will continue. If the information is incorrect, please provide us with the current contribution strategy.

Client Manager: 0

4/12/2017

**City Of Killeen**  
**Renewal Effective:**

**10/1/2017**

**Employee Benefit Trust - Exempt from Premium Tax**

2017 Nation Care - Out of Area Renewal	Medical					Pharmacy \$10 / \$40 / \$100 \$50 Rx Deductible Unlimited	Plan:
	Plan Type PPO70	OV/SP \$30 / \$50	Coins 30%	Ded \$2,500	OOP Max \$6,600		Retired Employees - Mid Plan
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single			\$420.86			Included in Medical	\$420.86
Employee & Spouse			\$993.70			Included in Medical	\$993.70
Employee & Child(ren)			\$606.80			Included in Medical	\$606.80
Family			\$1,156.82			Included in Medical	\$1,156.82

2017 Nation Care - Out of Area Renewal	Medical					Pharmacy \$10 / \$30 / \$50 \$50 Rx Deductible Unlimited	Plan:
	Plan Type PPO70 HDHP	OV/SP \$30 / \$50	Coins 20%	Ded \$1,000	OOP Max \$3,600		Retired Employees - High Plan
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single			\$580.74			Included in Medical	\$580.74
Employee & Spouse			\$1,396.46			Included in Medical	\$1,396.46
Employee & Child(ren)			\$852.74			Included in Medical	\$852.74
Family			\$1,626.84			Included in Medical	\$1,626.84

2017 Nation Care - Out of Area Renewal	Medical					Pharmacy Ded + 30% Embedded Rx Deductible Unlimited	Plan:
	Plan Type PPO70 HDHP	OV/SP Ded + 30%	Coins 30%	Ded \$2,600	OOP Max \$6,600		Retired Employees - Base Plan
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single			\$378.78			Included in Medical	\$378.78
Employee & Spouse			\$894.32			Included in Medical	\$894.32
Employee & Child(ren)			\$546.10			Included in Medical	\$546.10
Family			\$1,041.16			Included in Medical	\$1,041.16

Broker Commission: 0.00%

NationCare plans are underwritten by National Health Insurance Company (NHIC).

\* This renewal assumes the Aetna network, named "Aetna Open Choice" will be utilized for our out of area members. See link below:  
[http://www.aetna.com/docfind/jsp/rdIndex.jsp?site\\_id=mymeritain&langpref=en](http://www.aetna.com/docfind/jsp/rdIndex.jsp?site_id=mymeritain&langpref=en)

\*Above rates include ACA Fees (Patient Centered Outcomes (PCORI) fee and Insurer Fee).

Above rates are only available to employees OUTSIDE the Scott & White Health Plan (SWHP) service area.

Medical rates include coverage for durable medical equipment, diabetic supplies, and mandated mental health.

We reserve the right to change any premium rate, including on a retrospective basis, when the terms of the Agreement are changed or our liability has been altered because of a change in state or federal law or a substantive change in the composition of the group.

Please review the Summary of Benefits and Coverage (SBC) for a complete description of benefits.

Above rates assumes benefits are on a calendar year basis

\_\_\_\_\_ I hereby accept these rates as presented.  
 \_\_\_\_\_ I hereby accept these rates without the following riders: (use this option if applicable)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title

Please return this proposal with the signed GERA (Group Eligibility Requirements Attachment) to Scott & White Health Plan / Insurance Company of Scott & White in the envelope provided. If we do not receive a signed consent, your group will be assigned the rates and benefits as shown in this proposal.

\*It is SWHP's / ICSW's understanding that the employer contribution is at least 0. This quote assumes that contribution will continue. If the information is incorrect, please provide us with the current contribution strategy.

Client Manager: 0

4/12/2017



**City Of Killeen  
Renewal Effective:**

**10/1/2017**

**Employee Benefit Trust - Exempt from Premium Tax**

2017 Renewal	Medical Benefits					Pharmacy Benefits \$10 / \$40 / \$100 \$50 Rx Deductible Unlimited	Plan: Active Employees - Mid Plan
	Plan Type POS70	OV/SP \$30 / \$50	Coins 30%	Ded \$2,500	OOP Max \$6,600		
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single	\$420.86					Included in Medical	\$420.86
Employee & Spouse	\$993.70					Included in Medical	\$993.70
Employee & Child(ren)	\$606.80					Included in Medical	\$606.80
Family	\$1,156.82					Included in Medical	\$1,156.82

2017 Renewal	Medical Benefits					Pharmacy Benefits \$10 / \$30 / \$50 \$50 Rx Deductible Unlimited	Plan: Active Employees - High Plan
	Plan Type POS80	OV/SP \$30 / \$50	Coins 20%	Ded \$1,000	OOP Max \$3,600		
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single	\$580.74					Included in Medical	\$580.74
Employee & Spouse	\$1,396.46					Included in Medical	\$1,396.46
Employee & Child(ren)	\$852.74					Included in Medical	\$852.74
Family	\$1,626.84					Included in Medical	\$1,626.84

2017 Renewal	Medical Benefits					Pharmacy Benefits Ded + 30% Embedded Rx Deductible Unlimited	Plan: Active Employees - Base Plan
	Plan Type CC POS HDHP	OV/SP Ded + 30%	Coins 30%	Ded \$2,600	OOP Max \$6,600		
4-Tier Option	Premium Tax Exempt Rates*					Rates*	Total
Single	\$378.78					Included in Medical	\$378.78
Employee & Spouse	\$894.32					Included in Medical	\$894.32
Employee & Child(ren)	\$546.10					Included in Medical	\$546.10
Family	\$1,041.16					Included in Medical	\$1,041.16

HMO, CC, and POS plans are underwritten by Scott & White Health Plan (SWHP).  
PPO plans are underwritten by the Insurance Company of Scott & White (ICSW).  
HMO and CC plans utilize the SWHP network and provide no out-of-network benefit.  
PPO members residing within the Scott & White service area will utilize the ICSW Network.  
PPO members residing outside the Scott & White service area will utilize the PHCS Network.

- Broker Commission: 0.00%
- \*Above rates include ACA Fees (Patient Centered Outcomes (PCORI) fee, and Insurer Fee).
- Medical rates include coverage for durable medical equipment, diabetic supplies, and mandated mental health.
- We reserve the right to change any premium rate, including on a retrospective basis, when the terms of the Agreement are changed or our liability has been altered because of a change in state or federal law or a substantive change in the composition of the group.
- Please review the Summary of Benefits and Coverage (SBC) for a complete description of benefits.
- Above rates assumes benefits are on a calendar year basis

\_\_\_\_\_ I hereby accept these rates as presented.  
\_\_\_\_\_ I hereby accept these rates without the following riders: (use this option if applicable)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title

Please return this proposal with the signed GERA (Group Eligibility Requirements Attachment) to Scott & White Health Plan / Insurance Company of Scott & White in the envelope provided. If we do not receive a signed consent, your group will be assigned the rates and benefits as shown in this proposal.

\*It is SWHP's / ICSW's understanding that the employer contribution is at least 0. This quote assumes that contribution will continue. If the information is incorrect, please provide us with the current contribution strategy.

Account Manager: 0

4/12/2017



June 5, 2017

**Re: City of Killeen  
Renewal - October 1, 2017**

Ann Farris  
Deputy City Manager  
City of Killeen  
101 N. College Street  
Killeen, Texas 76541

Dear Ann,

I am pleased to present MetLife's annual renewal package for **City of Killeen**.

The package contains important information about the financial status of the plan. Included is a Technical Overview, containing the renewal rate adjustments, renewal analysis, underwriting assumptions, renewal alternatives and supporting exhibits.

After you have reviewed this information, I would be happy to provide more specifics on any of the material covered in this package.

All of us at MetLife appreciate your business. We place a high value on the mutual success of our relationship.

Thank you for your trust in MetLife. I look forward to working with you in the coming year.

Sincerely,

Katie Burke  
Account Executive

**Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes**

Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage or premium change. If you would like wording for these notices, please contact your MetLife service team.

## **INTERMEDIARY AND PRODUCER COMPENSATION NOTICE**

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, thirdparty administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at [www.metlife.com/brokercompensation](http://www.metlife.com/brokercompensation). Questions regarding Intermediary compensation can be directed to [ask4met@metlifeservice.com](mailto:ask4met@metlifeservice.com), or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

L0716471568[exp0917][All States]

October 1, 2017  
**Renewal Package**

**for**

**City of Killeen**

**provided by**



**MetLife Representative**

**Katie Burke  
3700 W Sam Houston Pkwy S  
Houston TX 77042**

***Phone Number - 713-960-7003***

**This renewal is for plan year, October 1, 2017 to September 30, 2018.**

The information included in this renewal is proprietary to Metropolitan Life Insurance Company. It is intended for use only by City of Killeen and may not be shared with any other party without the written permission of Metropolitan Life Insurance Company.

---

# TECHNICAL OVERVIEW

## RENEWAL RATE ADJUSTMENTS

Coverage	Current Rate/Fee	Renewal Rate/Fee	Change in Rate/Fee +/- %
Dental – Active, COBRA, and Retiree			
• Employee only	\$24.24/Ee	\$24.24/Ee	0.0%
• Employee + Spouse	\$48.40/Ee	\$48.40/Ee	0.0%
• Employee + Child(ren)	\$53.02/Ee	\$53.02/Ee	0.0%
• Employee + Family	\$82.44/Ee	\$82.44/Ee	0.0%
Dental - Survivor			
• Spouse Only	\$24.24/Ee	\$24.24/Ee	0.0%
• Child(ren) Only	\$28.80/Ee	\$28.80/Ee	0.0%
• Spouse + Children	\$53.02/Ee	\$53.02/Ee	0.0%

The Patient Protection and Affordable Care Act ("PPACA") includes a health insurance industry fee imposed on all health insurers, including dental and vision insurers. As with the prior year, this fee is included in the dental and/or vision rates above.

## DENTAL BENEFITS (Insured)

### RENEWAL ANALYSIS

MetLife reviews past claims experience to predict future claims activity, which is the basis for setting rates.

Dental premium rates are established to account for claim charges (which include paid claims), margin and retention charges.\* In calculating your renewal rates for the upcoming policy year, we use the following process:

- Claims data is separated into experience blocks.
- The blocks of claims are then adjusted to account for changes in PDP payment schedules, inflation and increased utilization into the upcoming plan year.
- Premium for each block is then adjusted for billing rate changes to bring all premium to the current rate level.
- Claim loss ratios are derived by dividing the claims data by the adjusted premium using setback methodology (because of claim lag, claims are compared to premium from a time period one month earlier).
- The expected claim loss ratios for each of the blocks are averaged into a single claim loss ratio.
- If the group is partially credible, the claim cost will be based partially on a manual rate looking at the demographics of the group.
- The expected claim loss ratio is then compared to the tolerable loss ratio to determine the appropriate renewal rate action.

\* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

### UNDERWRITING ASSUMPTIONS

- The most recent year of experience is weighted 2-1 to prior years.
- Dental renewal rates are guaranteed from **October 1, 2017** to **September 30, 2018**.
- The Preferred Dentist Program access fee is included in the renewal rates.
- The rates may be changed any time the current plan or contribution structure is modified.
- MetLife reserves the right to retroactively adjust rates from the effective date of a plan change.

### SUPPORTING EXHIBITS

Please refer to the Exhibit Section of this renewal for all supporting Exhibits.

DENTAL Exhibit 1	Underwriting Fact Sheet
DENTAL Exhibit 2	Monthly Claims, EOBs, Lives, Premium and Lives
DENTAL Exhibit 3	Dental Setback Analysis
DENTAL Exhibit 4	PDP Savings Report

# DENTAL EXHIBIT 1 – All Dental

## UNDERWRITING FACT SHEET

### City of Killeen

Group Number # 126844

Renewal Date October 1, 2017

	Lives by Tier	
Employee Only	614	
Employee + Spouse	177	
Employee + Child	183	
Employee + Family	213	

In-Network Plan Design:	Deductible (B&C Services)	\$50
	Coinsurance:	
	- Type A	100%
	- Type B	80%
	- Type C	50%
	- Type D	50%
	Annual Max	\$1,000
	Ortho Max	\$1,000

Out-of-Network Plan Design:	Deductible (B&C Services)	\$50
	Coinsurance:	
	- Type A	100%
	- Type B	80%
	- Type C	50%
	- Type D	50%
	Annual Max	\$1,000
	Ortho Max	\$1,000

Funding Arrangement:	Non-retrospectively Experience Rated
----------------------	--------------------------------------

## DENTAL EXHIBIT 2 – All Dental

### DENTAL MONTHLY CLAIMS, EOB'S, PREMIUM, AND LIVES

City of Killeen  
Group Number # 126844  
Renewal Date October 1, 2017

	<u>Paid Claims*</u>	<u>EOB's</u>		<u>Premium</u>	<u>Lives</u>
02/2014	\$40,621	279	01/2014	\$39,802	1133
03/2014	\$37,166	293	02/2014	\$40,013	1138
04/2014	\$39,051	318	03/2014	\$40,025	1140
05/2014	\$33,181	263	04/2014	\$40,133	1141
06/2014	\$29,004	218	05/2014	\$39,832	1141
07/2014	\$33,541	293	06/2014	\$39,909	1145
08/2014	\$33,780	266	07/2014	\$40,013	1143
09/2014	\$32,262	288	08/2014	\$39,658	1136
10/2014	\$35,433	304	09/2014	\$39,586	1134
11/2014	\$32,939	237	10/2014	\$43,904	1135
12/2014	\$33,684	237	11/2014	\$45,073	1170
01/2015	\$32,378	255	12/2014	\$44,973	1168
02/2015	\$37,124	289	01/2015	\$44,956	1170
03/2015	\$42,766	354	02/2015	\$45,540	1188
04/2015	\$41,496	323	03/2015	\$45,540	1190
05/2015	\$33,071	293	04/2015	\$45,694	1197
06/2015	\$34,592	277	05/2015	\$45,399	1194
07/2015	\$34,813	286	06/2015	\$45,501	1194
08/2015	\$33,937	266	07/2015	\$45,781	1207
09/2015	\$32,988	272	08/2015	\$45,039	1191
10/2015	\$38,395	301	09/2015	\$44,565	1179
11/2015	\$34,594	276	10/2015	\$49,061	1196
12/2015	\$33,401	268	11/2015	\$49,006	1197
01/2016	\$35,969	268	12/2015	\$49,044	1201
02/2016	\$43,155	358	01/2016	\$48,772	1192
03/2016	\$42,647	322	02/2016	\$48,852	1189
04/2016	\$39,309	291	03/2016	\$48,849	1189
05/2016	\$37,753	277	04/2016	\$49,098	1193
06/2016	\$41,793	316	05/2016	\$49,154	1197
07/2016	\$32,238	251	06/2016	\$50,185	1228
08/2016	\$43,995	333	07/2016	\$50,594	1235
09/2016	\$42,917	289	08/2016	\$50,120	1221
10/2016	\$35,087	255	09/2016	\$49,876	1213
11/2016	\$35,750	291	10/2016	\$50,566	1177
12/2016	\$31,479	236	11/2016	\$50,566	1177
01/2017	\$34,997	272	12/2016	\$50,566	1177

\* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

## DENTAL EXHIBIT 3 – All Dental

### DENTAL SETBACK ANALYSIS

**City of Killeen**  
Group Number # 126844  
Renewal Date October 1, 2017

	02/01/2014 - 01/31/2015		02/01/2015 - 01/31/2016		02/01/2016 - 01/31/2017	
Gross Paid Claims*		\$413,040		\$433,146		\$461,120
Plan/Demographic		1.000		1.000		1.000
Change Adjustment						
Maturity Adjustment		1.000		1.000		1.000
	<u>In-Net</u>	<u>Out-of-Net</u>	<u>In-Net</u>	<u>Out-of-Net</u>	<u>In-Net</u>	<u>Out-of-Net</u>
Trend Factor	1.1587	null	1.1131	null	1.0693	null
Trended Paid Claims	\$478,589	null	\$482,135	null	\$493,076	null
<i>Effective Annual Trend</i>	4.100%	null	4.100%	null	4.100%	null
Change in IBNR		1.010		1.010		1.010
Total Incurred Claims		\$483,375		\$486,956		\$498,007
Adjusted Premium		\$583,126		\$601,201		\$610,934
Loss Ratio		82.89%		81.00%		81.52%
Weighted Average	2-1 Ratio 81.4%					
Credibility Factor	100%					
Manual Loss Ratio	73.68%					
Blended Loss Ratio	81.40%					
Tolerable Loss Ratio	78.44%					
Calculated Rate Action	3.78%					
Renewal Rate Action	0.0% For Rate Guarantee					

\* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

# DENTAL EXHIBIT 4 – All Dental

## PDP SAVINGS REPORT

**City of Killeen**  
Group Number #126844  
Renewal Date October 1, 2017

**Renewal Acceptance:**

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

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

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



## 2017-2018 PLAN YEAR BENEFITS RENEWAL

RS-17-064

June 20, 2017

# Background

2

- Healthcare Provider
  - ▣ Scott & White Healthcare
  - ▣ City pays 100% of the Base Plan for Employee Only
  - ▣ Approximately 930 of 1300 employees elect medical insurance
  
- Dental Provider
  - ▣ MetLife
  - ▣ City pays 100% of the Base Plan for Employee Only
  - ▣ Approximately 1077 of 1300 employees elect dental insurance

# Healthcare Plans

## Scott & White

3

### **Base Plan (HDHP/HSA\*)**

- ❑ Premium: \$378.78/month
- ❑ City cost: \$378.78
- ❑ Employee cost: \$0.00
- ❑ City contributes \$30 towards HAS
- ❑ Wellness screening: \$0; no wellness screening: +\$50

### **Mid-Plan**

- ❑ Premium: \$420.86/month
- ❑ City cost: \$410.86
- ❑ Employee cost: 10.00
- ❑ Wellness screening: \$0; no wellness screening: +\$50

### **Buy-up Plan**

- ❑ Premium \$580.74/month
- ❑ City cost: 410.86
- ❑ Employee cost: \$169.88
- ❑ Wellness screening: \$0; no wellness screening: +\$50

**\*HDHP/HSA High Deductible Healthcare Plan/Health Savings Account**  
**Plan rates above are for Employee Only**

# Dental and Life Insurance Plans

## MetLife and Lincoln Financial

4

### □ MetLife

#### **Base Dental Plan**

Premium \$24.24/month

City cost: \$24.24

Employee cost: \$0.00

### □ Lincoln

#### **Base Life Insurance**

Premium: \$1.50/month

City Cost: \$24.24

Employee Cost: \$0.00

# Staff Recommendation

5

Staff recommends that the City Council authorize the City Manager to recommend to the Employee Benefits Trust the execution of an agreement with Scott and White Health Plan for Medical and MetLife for Dental Insurance effective October 1, 2017.



# City of Killeen

## Legislation Details

<b>File #:</b>	PH-17-031	<b>Version:</b>	1	<b>Name:</b>	Zoning 17-15
<b>Type:</b>	Ordinance/Public Hearing		<b>Status:</b>	Public Hearings	
<b>File created:</b>	5/2/2017		<b>In control:</b>	City Council	
<b>On agenda:</b>	6/27/2017		<b>Final action:</b>		
<b>Title:</b>	HOLD a public hearing and consider an ordinance requested by C. A. Doose & Company (Case#Z17-15) to rezone part of Lot 1, Block 1, Country Meadows Mobile Home Park, from "R-MH" (Residential Mobile Home District) to "R-2" (Two Family Residential District). The property is located approximately 1,400 feet south of Rancier Avenue, along the east right-of-way of Roy Reynolds Drive, Killeen, Texas.				
<b>Sponsors:</b>	Planning & Development Dept				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Exhibit</a> <a href="#">Minutes</a> <a href="#">Ordinance</a> <a href="#">Application</a> <a href="#">Location map</a> <a href="#">Buffer map</a> <a href="#">Considerations</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Ray Shanaa, Executive Director of Planning and Development Services

**SUBJECT:** ZONING CASE #Z17-15 "R-MH" (RESIDENTIAL MOBILE HOME DISTRICT) TO "R-2" (TWO FAMILY RESIDENTIAL DISTRICT)

### **BACKGROUND AND FINDINGS:**

C. A. Doose & Company submits this request to rezone part of Lot 1, Block 1, Country Meadows Mobile Home Park, from "R-MH" (Residential Mobile Home District) to "R-2" (Two Family Residential District). The property is located approximately 1,400 feet south of Rancier Avenue, along the east right-of-way of Roy Reynolds Drive, Killeen, Texas.

#### District Descriptions:

A building or premises in a district "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

#### Property Specifics

Applicant/Property Owner: C. A. Doose & Company

Property Location: The property is located approximately 1,400 feet south of Rancier Avenue, along the east right-of-way of Roy Reynolds Drive, Killeen, Texas.

Legal Description: Part of Lot 1, Block 1, Country Meadows Mobile Home Park

#### Zoning/ Plat Case History:

- The property was rezoned from "R-1" (Single-family Residential District) to "R-MH" (Residential Mobile Home District) on Tuesday, February 13, 1996, per Ordinance#96-04.
- The subject property is platted as Lot 1, Block 1, Country Meadows Mobile Home Park, which was filed for record on March 7, 1997, in Cabinet C, Slide 97-C, Plat Records, Bell County, Texas.

### Character of the Area

Existing Land Use(s) on the Property: The property is currently vacant. The surrounding community consists of multifamily residential uses and mobile/manufactured housing. The Lakeview Park subdivision is located west of this project site.

### Figure 1. Zoning Map

See attachment.

Historic Properties: None

### Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services are readily accessible to the subject property located within the City of Killeen municipal utility service area. Adequate potable water and sanitary sewer capacity are available to the proposed development. In accordance with the City of Killeen Code of Ordinances, the developer is required to extend public utilities to the property in accordance with the plan of service validated with the approved plat case.

Transportation:

Existing conditions: The property is accessed via N. Roy Reynolds Drive, which is classified as a 90' wide minor arterial on the City's adopted Thoroughfare Plan.

Proposed Improvements: No transportation improvements are planned at this time

Projected Traffic Generation: 60 duplex units will generate 571 vehicle trips per day, with 45 trips during the peak AM hour and 60 trips during the peak PM hour. This data is sourced from the Institute of Transportation Engineers (ITE) Trip Generations Rates-9th Edition, provided through Spack Consulting.

### Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The property ranges in elevation from 790 to 810 feet. This property is not located within any FEMA regulatory Special Flood Hazard Area (SFHA).

### 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' designation encompasses detached, residential dwelling units, attached housing types, and planned developments, as well as parks and public/institutional places

Consistency: The zoning request is consistent with the FLUM.

#### Public Notification

The staff notified ten (10) surrounding property owners regarding this request. Staff has received no protests at this time.

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

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

Staff is not recommending any alternative.

##### **Why?**

The "R-2" zoning is consistent with the FLUM and compatible with the surrounding residential community.

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

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds.

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

This is not applicable.

##### **Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

The Planning and Zoning Commission recommended approval of the applicant's request for "R-2" zoning by a vote of 6 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Legal Department.

**ATTACHED SUPPORTING DOCUMENTS:**

Exhibit  
Minutes  
Ordinance  
Application  
Location Map  
Buffer Map  
Considerations

**Figure 1. Zoning Map**



**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
MAY 15, 2017**

**CASE #Z17-15  
R-MH to R-2**

**HOLD a public hearing and consider a request submitted by C. A. Doose & Company, to rezone part of Lot 1, Block 1, Country Meadows Mobile Home Park, from “R-MH” (Residential Mobile Home District) to “R-2” (Two Family Residential District). The property is located approximately 1,400 feet south of Rancier Avenue (FM 439), on the east right-of-way of Roy Reynolds Drive, Killeen, Texas.**

Chairman Frederick requested staff comments.

City Planner, Tony McIlwain, stated that the Country Meadows Mobile Home Park was filed for record in 1997. The property was rezoned from “R-1” (Single-family Residential District) to “R-MH” (Residential Mobile Home District) in 1996. The property is designated as ‘General Residential’ in the Future Land Use Map. The zoning request is consistent with the FLUM. The property owner plans to develop a total of 60 duplex units. The traffic impact to expect is 571 vehicle trips per day, with 45 trips during the peak AM hour and 60 trips during the peak PM hour.

The staff notified ten (10) surrounding property owners regarding this request. Staff has received no protests at this time. Staff recommends approval of the applicant’s “R-2” zoning request. It is compatible with the FLUM and the surrounding zoning of neighboring lands.

Mr. Chris Doose, C.A. Doose & Company, P.O. Box 11235, Killeen, Texas, was present to represent this request.

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

Commissioner Latham motioned to recommend approval of “R-2” (Two Family Residential District). Vice Chair Dorroh seconded the motion. The motion passed by a vote of 6 to 0.

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-MH” (RESIDENTIAL MOBILE HOME DISTRICT) TO “R-2” (TWO FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, C.A. Doose & Company has presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of part of Lot 1, Block 1, Country Meadows Home Park, from “R-MH” (Residential Mobile Home District) to “R-2” (Two Family Residential District), said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 15th day of May 2017, 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 27th day of June 2017, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the “R-2” zoning 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 part of Lot 1, Block 1, Country Meadows Home Park, be changed from “R-MH” (Residential Mobile Home District) to “R-2” (Two Family Residential District).

**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 27th day of June 2017, 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 #17-15

Ord. #17-\_\_\_\_



Date Paid: 4/19/17  
Amount Paid: \$ 300.00  
Cash/MO #/Check #: # 2559  
Receipt #: 525

CASE #: 217-15

## City of Killeen Zoning Change Application

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

Name(s) of Property Owner: C.A. Dooze + Co. - Chris Dooze

Current Address: PO BOX 11235

City: Killeen State: TX Zip: 76547

Home Phone: ( ) Business Phone: ( ) Cell Phone: 512-944-4820

Email: DOOZEIV@MSN.COM

Name of Applicant: \_\_\_\_\_  
(If different than Property Owner)

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

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

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

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

Address/Location of property to be rezoned: Box Reynolds

Legal Description: 10 +/- acres being part of lot 1, block 1  
Summerfield

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: MH Present Use: Vacant Land

Proposed Zoning: RZ Proposed Use: Duplex

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

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

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

## APPOINTMENT OF AGENT

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

Name of Agent: \_\_\_\_\_

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

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

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

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

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

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

Signature of Agent  Title President

Printed/Typed Name of Agent Chris Doose Date 4-15-17

Signature of Agent \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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

Printed/Typed Name of Property Owner  Date 4-15-17

Signature of Property Owner Chris Doose Title President

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:**

Z17-15

**ZONING FROM:**

RMH To R-2

**APPLICANT:**

C A DOOSE & COMPANY


**PROPERTY OWNER:**

C A DOOSE & COMPANY

**LEGAL DESCRIPTION:**

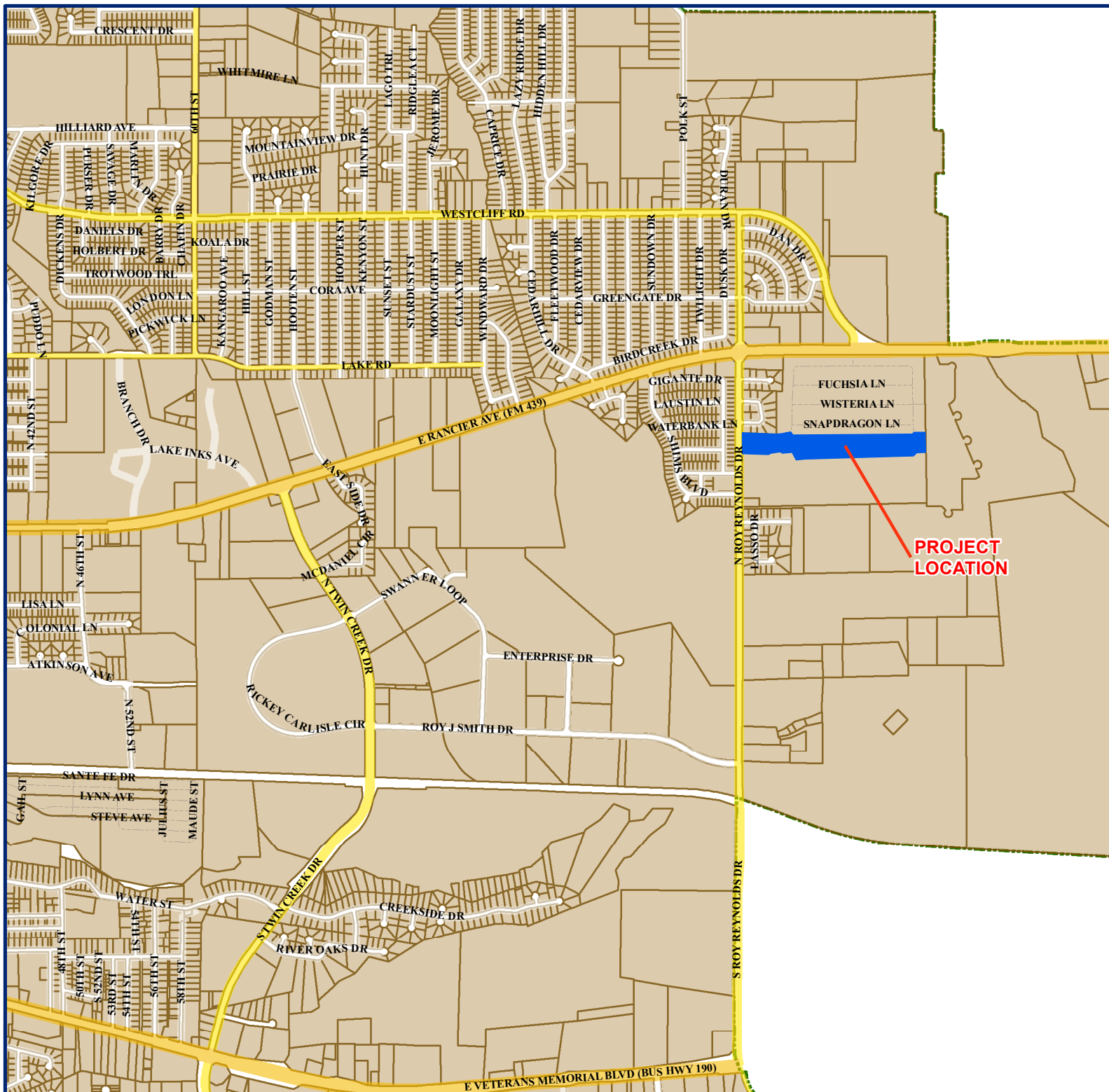
COUNTRY MEADOWS MOBILE  
HOME PARK, BLOCK 001,  
LOT PT 1, (N PT OF 1),  
40.712AC

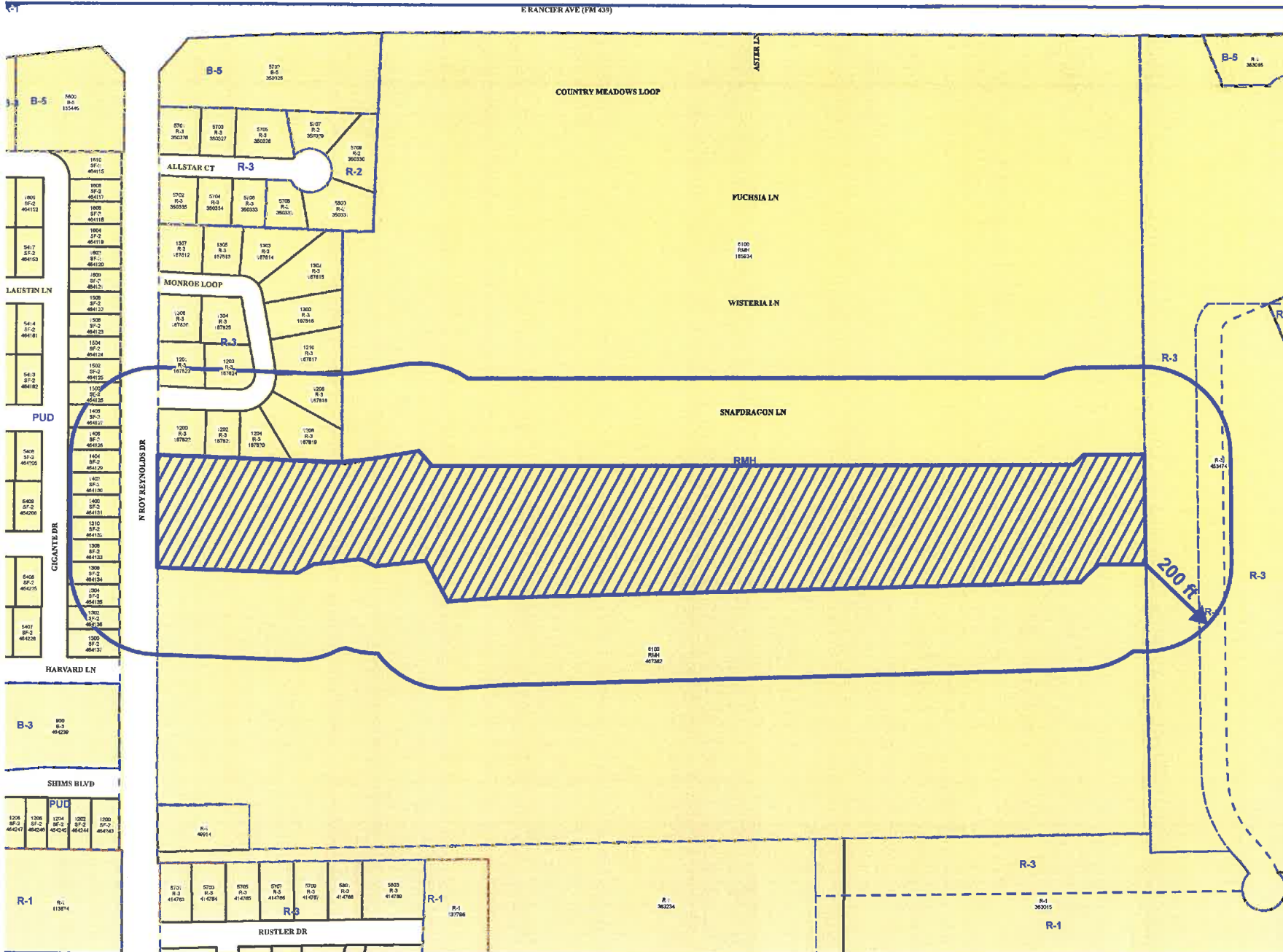
**Legend**

-  Zoning Case
-  Parcel
-  City Limits



Date: 4/24/2017





**ZONING CASE:**

Z17-15

**ZONING FROM:**

RMH To R-2

**APPLICANT:**

C A DOOSE &amp; COMPANY







**PROPERTY OWNER:**

C A DOOSE &amp; COMPANY

**LEGAL DESCRIPTION:**

COUNTRY MEADOWS MOBILE  
HOME PARK, BLOCK 001,  
LOT PT 1, (N PT OF 1),  
40.712AC

### LEGEND

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

Date: 5/3/2017



# CONSIDERATIONS

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

## **A. General Factors to Consider:**

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## **B. Conditional Use Permit (if applicable)**

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

## **C. Conditions to Consider**

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



# ZONING CASE #Z17-15

## “R-MH” TO “R-2”

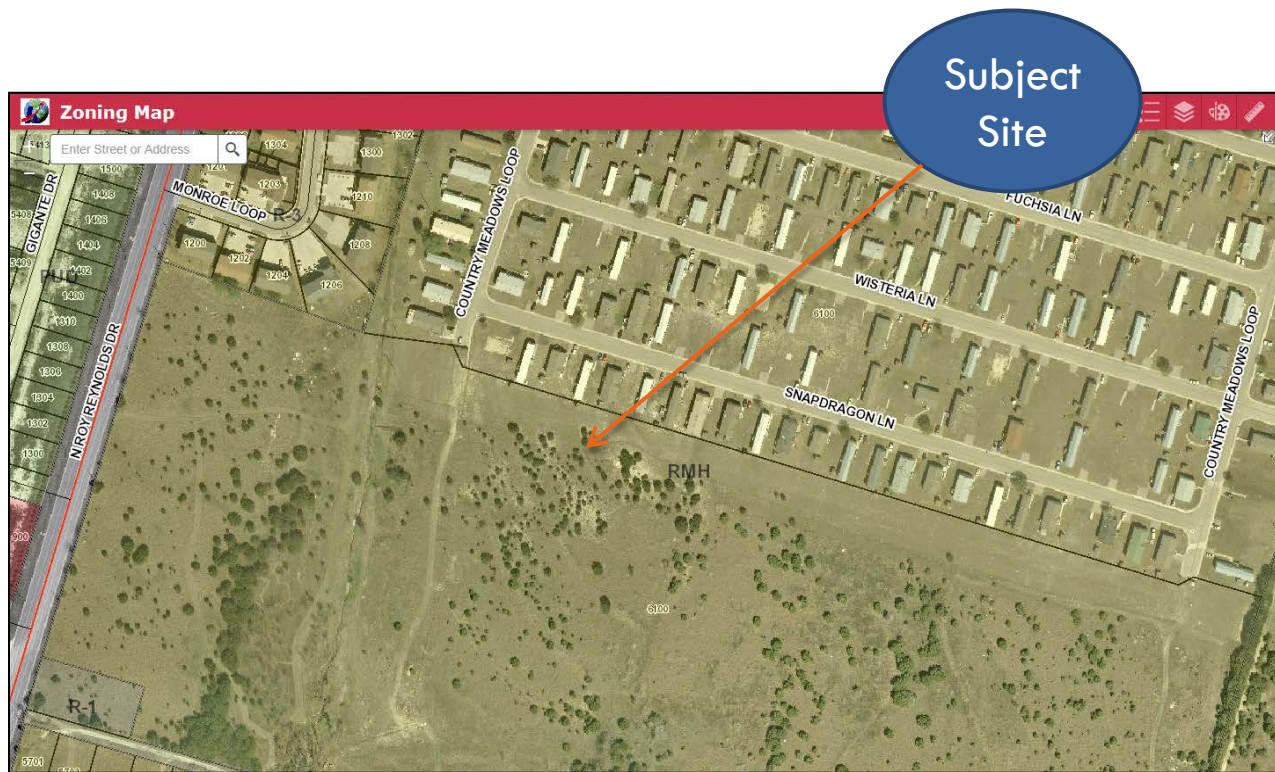
PH-17-031

June 20, 2017

# ZONING CASE #Z17-15



- The property is an undeveloped portion of Lot 1, Block 1, Country Meadows Mobile Home Park
- The property was zoned “R-MH” (Residential Mobile Home District) zoning in 1996
- The property is located adjacent to residential areas with observed mobile homes, single family and multifamily structures



## Exhibit 1. Zoning map

Part of Lot 1, Block 1, Country Meadows Mobile Home Park, Killeen, Texas

# ZONING CASE #Z17-15

- ❑ The property is designated as 'General Residential' (GR) on the Comprehensive Plan's Future Land Use Map (FLUM); the zoning request is consistent with the FLUM
- ❑ Staff notified ten surrounding property owners; no protests were received
- ❑ The Planning and Zoning Commission recommended approval of "R-2" (Two Family Residential District) zoning on May 15, 2017, by a vote of 6 to 0



# City of Killeen

## Legislation Details

<b>File #:</b>	PH-17-032	<b>Version:</b>	1	<b>Name:</b>	Zoning 17-16
<b>Type:</b>	Ordinance/Public Hearing		<b>Status:</b>	Public Hearings	
<b>File created:</b>	5/22/2017		<b>In control:</b>	City Council	
<b>On agenda:</b>	6/27/2017		<b>Final action:</b>		
<b>Title:</b>	HOLD a public hearing and consider an ordinance requested by Alejandro N. Lopez (Case#Z17-16) to rezone approximately two acres out of the John Essary Survey, Abstract No. 296, from “B-2” (Local Retail District) to “B-4” (Business District) for an automotive hobby shop. The property is located at 3024 Old FM 440, Killeen, Texas.				
<b>Sponsors:</b>	Planning & Development Dept				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Exhibit</a> <a href="#">Minutes</a> <a href="#">Ordinance</a> <a href="#">Application</a> <a href="#">Location map</a> <a href="#">Buffer map</a> <a href="#">Considerations</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Ray Shanaa, Executive Director of Planning and Development Services

**SUBJECT:** ZONING CASE #Z17-16 "B-2" (LOCAL RETAIL DISTRICT) TO "B-4" (BUSINESS DISTRICT)

### **BACKGROUND AND FINDINGS:**

Alejandro N. Lopez submits this request to rezone approximately two acres out of the John Essary Survey, Abstract No. 296, from "B-2" (Local Retail District) to "B-4" (Business District) for an automotive hobby shop. The property is located at 3024 Old FM 440, Killeen, Texas.

#### District Descriptions:

A building or premises in the district "B-4" business district shall be used only for the following purposes:

- (1) Any use permitted in the "B-3" district
- (2) Trailer rental and sales
- (3) Auto sales. Where the major business is the showroom display and sale of new automobiles by an authorized dealer and used car sales, repair work, and storage facilities on the same premises shall be purely incidental; provided, that the area allowed for the repair and storage of cars shall not be nearer than twenty (20) feet from the required front line of the principal building
- (4) Auto sales. Used cars; no salvage, dismantling, or wrecking on premises; no display of vehicles in required front yard; junked vehicles must be placed behind a screening device
- (5) Commercial parking (public garage or parking lot)
- (6) Auto upholstery or muffler shop
- (7) Auto repair (garage), with on-site junked vehicles being enclosed within a building
- (8) Cold storage plant (locker rental)
- (9) Building material or lumber sales (no outside storage)
- (10) Cleaning, pressing, and dyeing:
  - a. No direct exterior exhaust from cleaning plant permitted
  - b. Dust must be controlled by either bag or filter and separator or precipitator so as to eliminate the exhausting of dust, odor, fumes, or noise outside the plant.
- (11) Garden shop, greenhouse, or nursery (retail)
- (12) Ballpark, stadium, athletic field (private)
- (13) Philanthropic institutions (not elsewhere listed)
- (14) Cabinet, upholstery, woodworking shop
- (15) Plumbing, electrical, air conditioning service shop (no outside storage)
- (16) Trade or business school

(17) Garment manufacturing in a space of four thousand (4,000) square feet or less, with all loading and unloading off-street

#### Property Specifics

Applicant/Property Owner: Alejandro N. Lopez

Property Location The property is located at 3024 Old FM 440, Killeen, Texas.

Legal Description: Two acres out of the John Essary Survey, Abstract No. 296

#### Zoning/ Plat Case History:

- The last zoning activity for this property occurred in 1986.
- The subject property is not platted.

#### Character of the Area

Existing Land Use(s) on the Property: This is a residential and commercial mix corridor with an abutting residential neighborhood and commercial retail area to the north.

#### Figure 1. Zoning Map

See attachment.

Historic Properties: None

#### Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water and sewer infrastructure is immediately available to the property. The property owners and their agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:

Existing conditions: Old FM 440 is classified as a 70' collector street on the City's adopted Thoroughfare Plan.

Proposed Improvements: There are no improvements planned at this time.

Projected Traffic Generation: A 4,000 square feet automotive shop will generate 95 vehicle trips per day (Note-this data is sourced from the Institute of Transportation Engineer (ITE) Trip Generation Rates-9<sup>th</sup> Edition, provided through Spack Consulting).

## Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The property ranges in elevation from 938 to 944 feet. The parcel is adjacent to an undeveloped drainage easement to the east and a Special Flood Hazard Area (SFHA) to the south. Approximately 0.2 acres of the approximate two acres in this zoning case are located within a regulated SFHA. Current City codes require the establishment of a creek buffer zone (CBZ) along Trimmier Road Ditch that will span a distance of 25' beyond the top of each bank. A CBZ may be required at the time of platting.

Currently, sheet flow runoff on this development enters Trimmier Road Ditch, southeast of the subdivision boundary. Trimmier Road Ditch flows into Little Nolan Creek and then into Nolan Creek prior to leaving the City. Both Little Nolan Creek and Nolan Creek are currently listed on the TCEQ's current 303(d) water quality list for impairment due to bacteria and concerns for near non-attainment for nutrients.

## Land Use Analysis

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

Plan Recommendation: The Comprehensive Plan calls for a wide range of commercial, retail, and service uses, at varying scales and intensities depending on the site.

Consistency: The zoning request is consistent with the FLUM.

## Public Notification

The staff notified sixteen (16) surrounding property owners regarding this request. Staff has received no protests at this time.

## **THE ALTERNATIVES CONSIDERED:**

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

Staff is not recommending any alternative.

### **Why?**

The "B-4" zoning is consistent with the FLUM and compatible with the surrounding commercial development.

## **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

The Planning and Zoning Commission recommended approval of the applicant's request for "B-4" zoning by a vote of 6 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Legal Department.

**ATTACHED SUPPORTING DOCUMENTS:**

Exhibit  
Minutes  
Ordinance  
Application  
Location Map  
Buffer Map  
Considerations

**Figure 1. Zoning Map**



**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
JUNE 5, 2017**

**CASE #Z17-16  
B-2 to B-4**

**HOLD a public hearing and consider a request submitted by Alejandro N. Lopez, to rezone approximately two acres out of the John Essary Survey, Abstract No. 296, from “B-2” (Local Business District) to “B-4” (Business District) for an automotive hobby shop. The property is locally known as 3024 Old FM 440, Killeen, Texas.**

Chairman Frederick requested staff comments.

City Planner, Tony McIlwain, stated that Mr. Lopez was present to represent his request. Mr. Lopez has an interested buyer and he is requesting the zoning change for an automotive hobby shop. The last zoning activity for this property occurred in 1986. Staff recommends approval of “B-4” (Business District) zoning for the property. The request is consistent with the Comprehensive Plan’s Future Land Use Map (FLUM).

The staff notified sixteen (16) surrounding property owners regarding this request.

Mr. Noel Lopez, 2289 Shirley Loop, Belton, Texas, was present to represent this request.

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

Commissioner McLaurin motioned to recommend approval of the request “B-4” (Business District). Vice Chair Dorroh seconded the motion. The motion passed by a vote of 6 to 0.

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 “B-2” (LOCAL RETAIL DISTRICT) TO “B-4” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Alejandro N. Lopez has presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately two acres out of the John Essary Survey, Abstract No. 295, being locally known as 3024 Old FM 440, Killeen, Texas, from “B-2” (Local Retail District) to “B-4” (Business District), said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 5th day of June 2017, 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 27th day of June 2017, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the “B-4” zoning 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 approximately two acres out of the John Essary Survey, Abstract No. 295, being locally known as 3024 Old FM 440,

Killeen, Texas, be changed from “B-2” (Local Retail District) to “B-4” (Business District).

**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 27th day of June 2017, 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 #17-16

Ord. #17-\_\_\_\_



Date Paid: 5/4/2017  
Amount Paid: \$ 300.00  
Cash/MO #/Check #: # Cash  
Receipt #: 527

CASE #: Z17-16

## City of Killeen Zoning Change Application

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

Name(s) of Property Owner: Alejandro N. & Graciela S. Lopez

Current Address: 2289 Shirley Loop

City: Barton State: Tx Zip: 76513 -

Home Phone: 254 3838068 Business Phone: ( ) Cell Phone: ( )

Email: gizmob2005@yahoo.com

Name of Applicant: \_\_\_\_\_  
(If different than Property Owner)

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

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

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

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

Address/Location of property to be rezoned: 3024 Old FM 440 Killeen, TX

Legal Description: John Essary A296 2 Acres

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: B2 Present Use: Vacant

Proposed Zoning: B4 Proposed Use: Auto Shop

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

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

Is this the first rezoning application on a unilaterally annexed tract?

Yes \_\_\_\_\_ (Fee not required) No \_\_\_\_\_ (Submit required fee)

## APPOINTMENT OF AGENT

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

Name of Agent: Mary Lopez  
Mailing Address: 2289 Shirley Loop  
City: Belton State: TX Zip: 76513  
Home Phone: (281) 913-2524 Business Phone: ( ) Email: \_\_\_\_\_

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

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

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

Signature of Agent	<u>[Signature]</u>	Title	<u>Son</u>
Printed/Typed Name of Agent	<u>Noel Lopez</u>	Date	_____
Signature of Agent	<u>[Signature]</u>	Title	<u>In Law</u>
Printed/Typed Name of Agent	<u>Mary Lopez</u>	Date	_____
Signature of Applicant	<u>[Signature]</u>	Title	<u>Owner</u>
Printed/Typed Name of Applicant	<u>Alejandro N. Lopez</u>	Date	_____
Signature of Property Owner	<u>Alejandro N. Lopez / Graciela Lopez</u>	Title	<u>Owner</u>
Printed/Typed Name of Property Owner	<u>Alejandro N. Lopez / Graciela Lopez</u>	Date	_____
Signature of Property Owner	_____	Title	_____
Printed/Typed Name of Property Owner	_____	Date	_____
Signature of Property Owner	_____	Title	_____
Printed/Typed Name of Property Owner	_____	Date	_____

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



Z17-16

B-2 To B-4

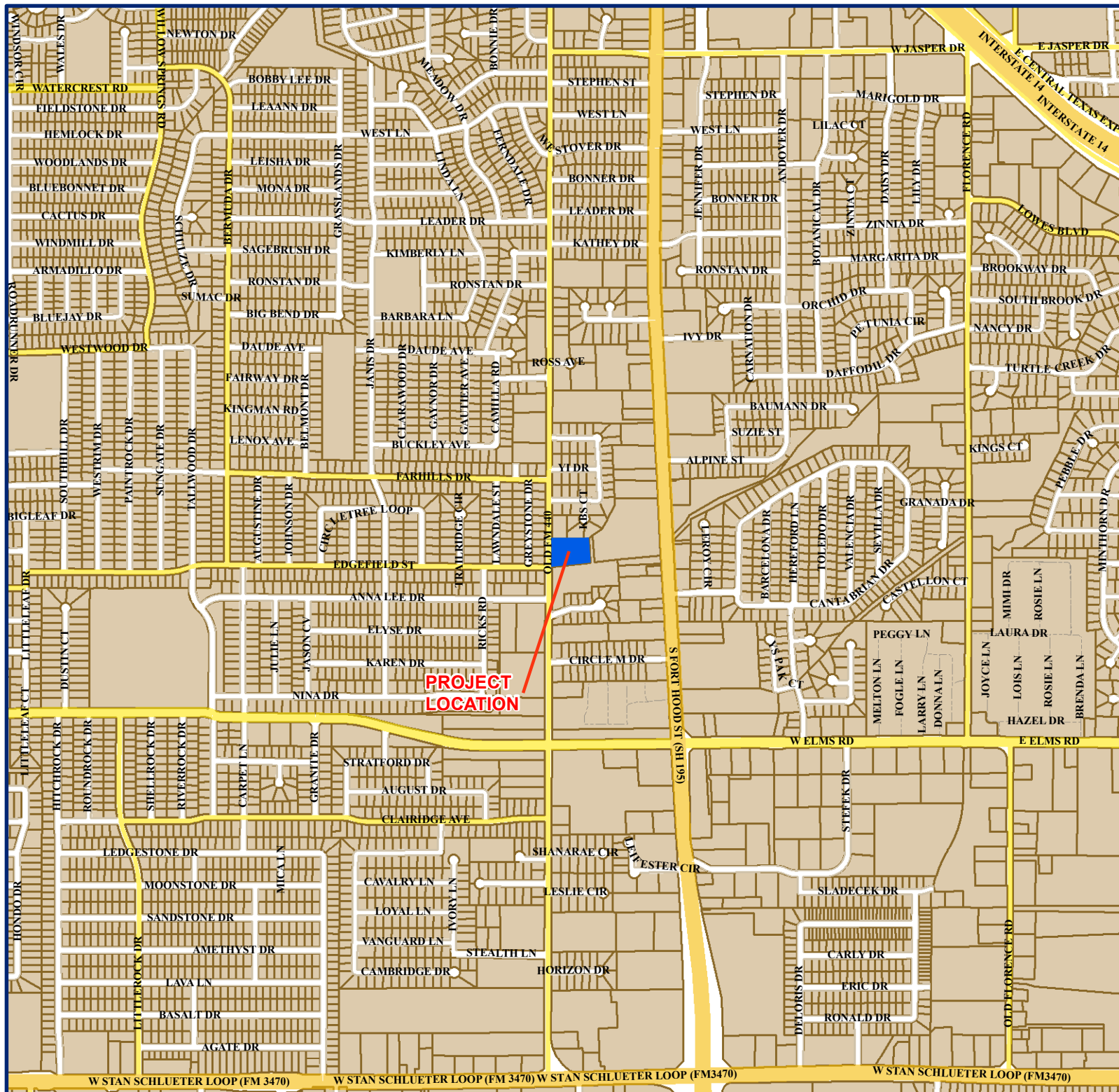
ALEJANDRO N AND  
GRACIELA S LOPEZALEJANDRO N AND  
GRACIELA S LOPEZ

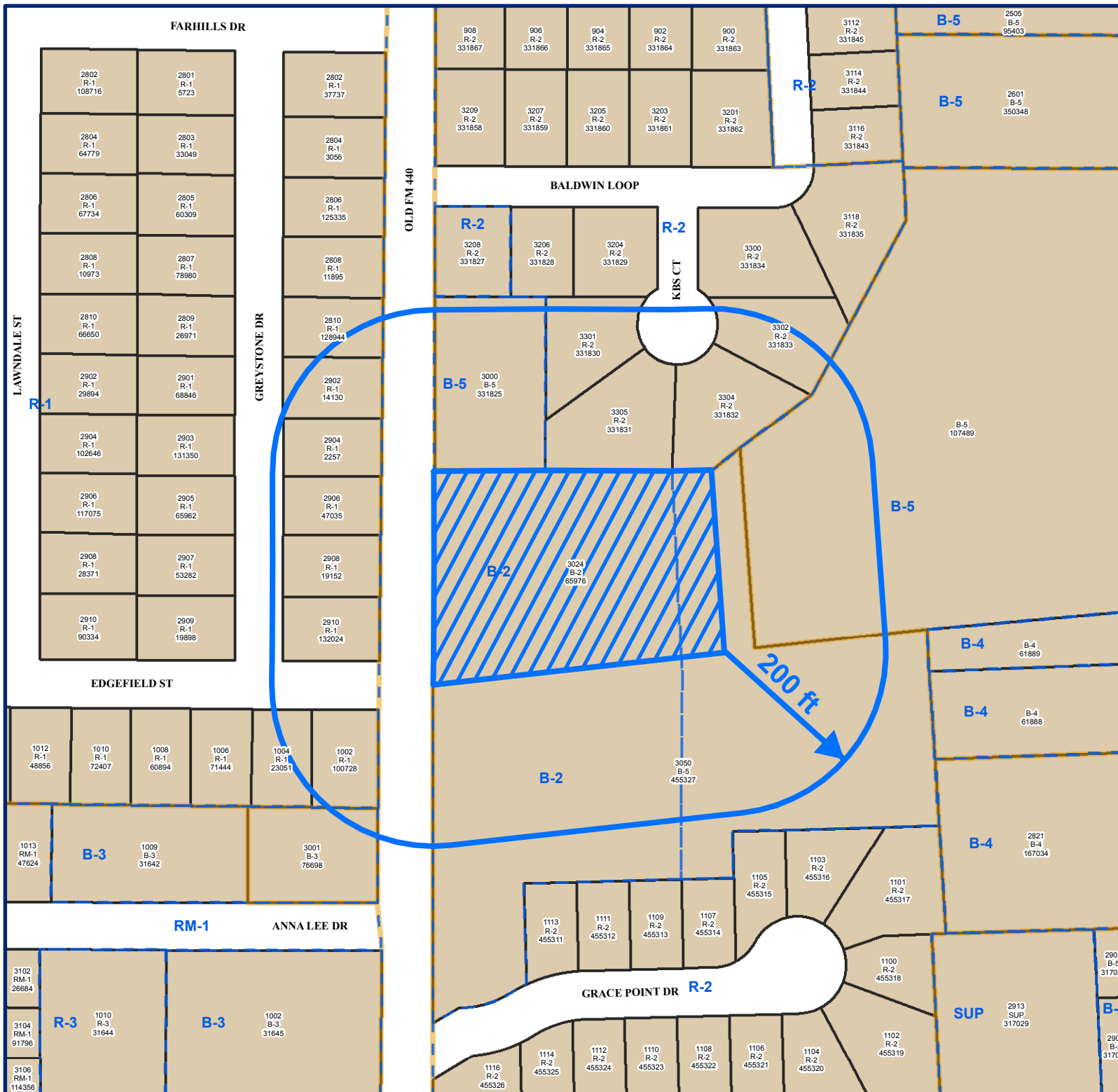
A0296BC JOHN ESSARY,  
23-9, ACRES 2.0

 Zoning Case  
 Parcel  
 City Limits



Date: 6/2/2017





## PLANNING AND DEVELOPMENT SERVICES

### ZONING CASE:

Z17-16

### ZONING FROM:

B-2 To B-4

### APPLICANT:

ALEJANDRO N AND  
GRACIELA S LOPEZ

### PROPERTY OWNER:

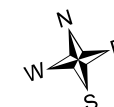
ALEJANDRO N AND  
GRACIELA S LOPEZ

### LEGAL DESCRIPTION:

A0296BC JOHN ESSARY,  
23-9, ACRES 2.0

### LEGEND

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



Date: 6/2/2017

# CONSIDERATIONS

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

## **A. General Factors to Consider:**

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## **B. Conditional Use Permit (if applicable)**

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

## **C. Conditions to Consider**

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



# ZONING CASE #Z17-16

## “B-2” TO “B-4”

PH-17-032

June 20, 2017

# ZONING CASE #Z17-16



- ❑ The property is an undeveloped tract consisting of approximately two acres
- ❑ The last zoning activity for this property occurred in 1986
- ❑ The property is located adjacent to commercial and residential areas; the area to the south is undeveloped



## Exhibit 1. Zoning map

Two acre tract being locally known as 3024 Old FM 440, Killeen, Texas

# ZONING CASE #Z17-16

- ❑ The property is designated as ‘General Commercial’ (GC) on the Comprehensive Plan’s Future Land Use Map (FLUM); the zoning request is consistent with the FLUM
- ❑ Staff notified sixteen surrounding property owners; no protests were received
- ❑ The Planning and Zoning Commission recommended approval of “B-4” (Business District) zoning on June 5, 2017, by a vote of 6 to 0.



# City of Killeen

## Legislation Details

<b>File #:</b>	PH-17-033A	<b>Version:</b>	1	<b>Name:</b>	FLUM Z17-17
<b>Type:</b>	Ordinance/Public Hearing		<b>Status:</b>	Public Hearings	
<b>File created:</b>	6/2/2017		<b>In control:</b>	City Council	
<b>On agenda:</b>	6/27/2017		<b>Final action:</b>		
<b>Title:</b>	HOLD a public hearing and consider an ordinance requested by Catstrong, L.L.C. (FLUM# Z17-17) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Rural' (R) to 'General Commercial' (GC) for 3.73 acres, being part of Francis Kennedy Survey, Abstract No. 488. The subject property is addressed as 16942 S.H. 195, Killeen, Texas.				
<b>Sponsors:</b>	Planning & Development Dept				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Exhibit</a> <a href="#">Minutes</a> <a href="#">Ordinance</a> <a href="#">Application</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Ray Shanaa, Executive Director of Planning and Development Services

**SUBJECT:** COMPREHENSIVE PLAN FUTURE LAND USE MAP (FLUM) AMENDMENT:  
'RURAL' (R) TO 'GENERAL COMMERCIAL' (GC)

### **BACKGROUND AND FINDINGS:**

Catstrong, L.L.C. is requesting to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area to a 'General Commercial' designated area for approximately 3.73 acres, being part of Francis Kennedy Survey, Abstract No. 488. The subject property is addressed as 16942 S.H. 195, Killeen, Texas.

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

**Plan Recommendation:** The 'Rural' designation encourages residential homesteads, agricultural uses, and agriculture-focused commercial retail. The following characteristics are observed within this designation:

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

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

### **THE ALTERNATIVES CONSIDERED:**

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

The items below should be reviewed and addressed when a Future Land Use Map amendment is being considered:

- **Scope of Amendment:** Is the proposed map change limited to one or a few parcels, or would it affect a much larger area? *The amendment would affect approximately 3.73 acres and should be considered a small scale amendment that is specific to the applicant's request.*
- **Change in Circumstances:** What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date? *The 'Rural' land use designation was applied along both sides of S.H. 195, south of Chaparral Road. This designation was indicative of observed community character as well as constraints to development such as water and sewer availability. It should not be considered an impediment or limiting factor when commercial interests arise along the S.H. 195 corridor.*
- **Consistency with Other Plans:** In addition to the Comprehensive Plan, is the proposed map change consistent with the intent and policy direction of any applicable small area plans, utility or drainage plans, or other City plans? *The proposed map change is not inconsistent with other City planning efforts (Water and Wastewater Master Plan, Thoroughfare Plan, Parks Master Plan).*
- **Adequate Information:** Do City staff, the Planning and Zoning Commission, and/or City Council have enough and appropriate information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)? *Staff has sufficient information regarding utility capacity and roadway level of service for this area.*
- **Stakeholder Input:** What points, concerns, and insights have been raised by area residents, property owners, business owners, or others? *With the exception of listing this action as a public hearing item on the Planning and Zoning Commission's agenda, there is no public notice requirement for this amendment action.*

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

This FLUM amendment request conforms to the city's policy as detailed in the Comprehensive Plan.

#### **FINANCIAL IMPACT:**

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

The proposed FLUM amendment does not involve the expenditure of city funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

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

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Legal Department.

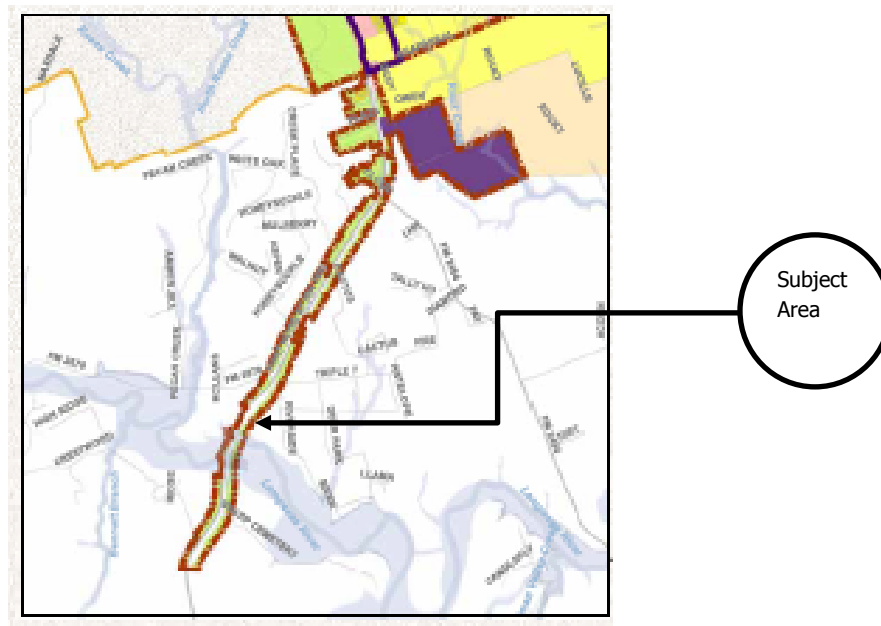
**ATTACHED SUPPORTING DOCUMENTS:**

Exhibit  
Minutes  
Ordinance  
Application

**Figure 1. Aerial Map** (Google Map data)



### Figure 2. Future Land Use Map (FLUM)



**Note: Subject area has been designated as 'Rural'**

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
JUNE 5, 2017**

**CASE FLUM #Z17-17  
'RURAL' TO 'GENERAL COMMERCIAL'**

**HOLD a public hearing and consider a request submitted by Catstrong, L.L.C., to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area to a 'General Commercial' designated area for approximately 3.734 acres, being part of the Francis Kennedy Survey, Abstract No. 488. The property is locally known as 16942 State Highway 195, Killeen, Texas.**

Chairman Frederick requested staff comments.

City Planner, Tony McIlwain, stated that Catstrong, L.L.C. is requesting to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area to a 'General Commercial' designated area for approximately 3.73 acres, being part of Francis Kennedy Survey, Abstract No. 488. Staff recommends approval of amending the FLUM from 'Rural' to 'General Commercial' for this area. Mr. McIlwain stated that S.H. 195 is an emerging corridor, and an amendment to the FLUM for this property will allow a wide range of commercial uses typical of highway frontage areas.

Mr. Eric Suss, 208 Bella Cima Drive, Austin, Texas, was present to represent this request.

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

Commissioner Purser motioned to recommend approval of the request. Commissioner Cooper seconded the motion. The motion passed 6-0.

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

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

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'RURAL' TO 'GENERAL COMMERCIAL' FOR 3.73 ACRES OUT OF THE FRANCIS KENNEDY SURVEY, ABSTRACT NO. 488, BEING LOCALLY KNOWN AS 16942 S. H. 195, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the Planning and Zoning Commission has received a request from Catstrong, L.L.C. for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan, to change 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488, being locally known as 16942 S. H. 195, Killeen, Texas, from 'Rural' to 'General Commercial'; said revision having been duly presented and recommended for approval of 'General Commercial' by the Planning and Zoning Commission of the City of Killeen on the 5th day of June 2017, and due notice of the filing of said revision and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 27th day of June 2017, at the City Hall, City of Killeen;

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

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

**SECTION I:** That the land use designation of 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488, being locally known as 16942 S. H. 195, Killeen, Texas, be amended from 'Rural' to 'General Commercial'.

**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 27th day of June 2017, 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 #: FLUM #Z17-17  
Ord#:17-\_\_\_\_



Date Paid: 5/5/2017  
Amount Paid: \$ 100.00  
Cash/MO #/Check #: # 177  
Receipt #: 532

CASE #: FLUM 217-17

## City of Killeen FLUM Amendment Application

Name(s) of Property Owner: Catstrong LLC

Current Address: 900 Ranch Road 620 South Suite 104-174 C101-174

City: Austin State: TX Zip: 78734

Home Phone: ( ) Business Phone: 512 8977488 Cell Phone: 512 8977488

Email: eric@catstrongtx.com

Name of Applicant: Eric Suss

(If different than Property Owner)

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

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

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

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

Address/Location of property proposed for FLUM amendment: 16942 State Highway 195 Killeen, TX

Legal Description: A0488C FRANK KENNEDY 4.504 Acres (177,10,2134) 76542

Metes & Bounds or Lot(s) Block Subdivision

Type of Ownership: \_\_\_\_\_ Sole Ownership \_\_\_\_\_ Partnership C Corporation \_\_\_\_\_ Other portable title

Present FLUM Designation: RURAL Present Use: plumbing, AC, Restroom, homes

Proposed FLUM Designation: General Commercial Proposed Use: \_\_\_\_\_

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

## 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: Eric Suss  
Mailing Address: 208 Bella Luna  
City: Austin State: TX Zip: 78734  
Home Phone: ( ) Business Phone: 512 897-7488 Email: Eric@craftstrongtx.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 FLUM amendment 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 [Signature] Title Co-Manager  
Printed/Typed Name of Agent Eric Suss Date 5/5/17  
Signature of Agent \_\_\_\_\_ Title \_\_\_\_\_  
Printed/Typed Name of Agent \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_  
Printed/Typed Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Property Owner \_\_\_\_\_ Title \_\_\_\_\_  
Printed/Typed Name of Property Owner \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Property Owner \_\_\_\_\_ Title \_\_\_\_\_  
Printed/Typed Name of Property Owner \_\_\_\_\_ Date \_\_\_\_\_  
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.

Dated: 10-05-2015



# FLUM AMENDMENT#Z17-17

## 'R' TO 'GC'

PH-17-033A

June 20, 2017



# FLUM AMENDMENT #Z17-17



- ❑ The property is designated as 'Rural' on the FLUM
- ❑ Current designation encourages wide open spaces, residential homesteads and agricultural focused uses
- ❑ The requested 'General Commercial' designation is meant to encourage a wide range of commercial and retail uses

# FLUM AMENDMENT #Z17-17



The following items should be reviewed when a FLUM is being considered:

- ☐ scope of the amendment
- ☐ change in circumstances
- ☐ consistency with other Plans
- ☐ Adequate Information
- ☐ Stakeholder Input

# FLUM AMENDMENT #Z17-17



- The Planning and Zoning Commission recommended approval of the request on June 5, 2017, by a vote of 6 to 0.
- FLUM amendment is necessary to approve the applicant's concurrent zoning request of "B-5" (Business District)



# City of Killeen

## Legislation Details

<b>File #:</b>	PH-17-033B	<b>Version:</b>	1	<b>Name:</b>	Zoning 17-17
<b>Type:</b>	Ordinance/Public Hearing		<b>Status:</b>	Public Hearings	
<b>File created:</b>	5/22/2017		<b>In control:</b>	City Council	
<b>On agenda:</b>	6/27/2017		<b>Final action:</b>		
<b>Title:</b>	HOLD a public hearing and consider an ordinance requested by Catstrong L.L.C. (Case#Z17-17) to rezone 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488, from "A" (Agricultural District) to "B-5" (Business District) for various commercial uses. The property is located at 16942 S. H. 195, Killeen, Texas.				
<b>Sponsors:</b>	Planning & Development Dept				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Exhibit</a> <a href="#">Minutes</a> <a href="#">Ordinance</a> <a href="#">Application</a> <a href="#">Location map</a> <a href="#">Buffer map</a> <a href="#">Considerations</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Ray Shanaa, Executive Director of Planning and Development Services

**SUBJECT:** ZONING CASE #Z17-17 "A" (AGRICULTURAL DISTRICT) TO "B-5"  
(BUSINESS DISTRICT)

### **BACKGROUND AND FINDINGS:**

This request is submitted by Catstrong, L.L.C. to rezone 3.73 acres from "A" (Agricultural District) to "B-5" (Business District) for various commercial uses. The property is located at 16942 S.H. 195, Killeen, Texas.

#### District Descriptions:

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

- (1) Any use permitted in the "B-4" district
- (2) Building material and lumber sales (outside storage permitted)
- (3) Storage warehouse, greater than twenty-five thousand (25,000) square feet
- (4) Veterinarian clinic or pet kennel with outside pens
- (5) Railroad or bus passenger terminal
- (6) Tire recapping or retreading
- (7) Impound yards provided no salvaging or dismantling is allowed on the premises and site is properly screened
- (8) Any commercial use not included in any other district, provided such use does not involve salvaging, manufacturing, or industrial type storage or dismantling and is not noxious or offensive because of odors, dust, noise, fumes, or vibrations
- (9) Mobile home sales
- (10) Tattooing (as licensed per V.T.C.A., Health and Safety Code ch. 146, as amended)

#### Property Specifics

Applicant/Property Owner: Catstrong L.L.C.

Property Location: The subject property is addressed as 16942 S.H. 195, Killeen, Texas.

Legal Description: 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488

### Zoning/ Plat Case History:

- This property has maintained its initial annexation zoning of 'A' Agricultural.
- The subject property is not platted.

### Character of the Area

Existing Land Use(s) on the Property: This is a highway corridor with very little development. This site contains several outbuildings.

### Figure 1. Zoning Map

See attachment.

Historic Properties: None

### Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: West Bell County Water Supply Corporation (WBCWSC) and Bell County Public Health District.

Within Service Area: Yes

Feasibility Study or Service Commitment: WBCWSC holds the Certificate of Convenience and Necessity (CCN) for water in this area. If they are unable to provide the necessary water infrastructure for the proposed development on this site, it will be necessary for the property owner to get a permit for a well from Clearwater Underground. The Bell County Health District is the permitting authority for septic system facilities.

Transportation:

Existing conditions: S.H. 195 is classified as a 110' principal arterial on the City's adopted Thoroughfare Plan.

Proposed Improvements: There are no proposed improvements for this development.

Projected Traffic Generation: Undetermined; however, development on this parcel will not negatively affect the level of service standard for the state highway.

### Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The southern portion of this tract lies within a FEMA regulatory Special Flood Hazard Area (SFHA). The Lampasas River floodplain impacts the southern portion of the site.

### Land Use Analysis

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

**Plan Recommendation:** The Comprehensive Plan calls for agricultural uses, residential homesteads, planned developments, parks, and public spaces, etc.

**Consistency:** This zoning request is not consistent with the Comprehensive Plan; however, the applicant has submitted a concurrent FLUM amendment request from 'Rural' to 'General Commercial'.

#### Public Notification

The staff notified three (3) surrounding property owners regarding this request. Staff has received no protests at this time.

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

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

Staff is not recommending any alternative.

##### **Why?**

The "B-5" zoning request is consistent with the types of observed commercial land uses as seen further north along the S. H. 195 corridor.

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

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds.

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

This is not applicable.

##### **Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

The Planning and Zoning Commission recommended approval of the applicant's request for "B-5" zoning by a vote of 6 to 0.

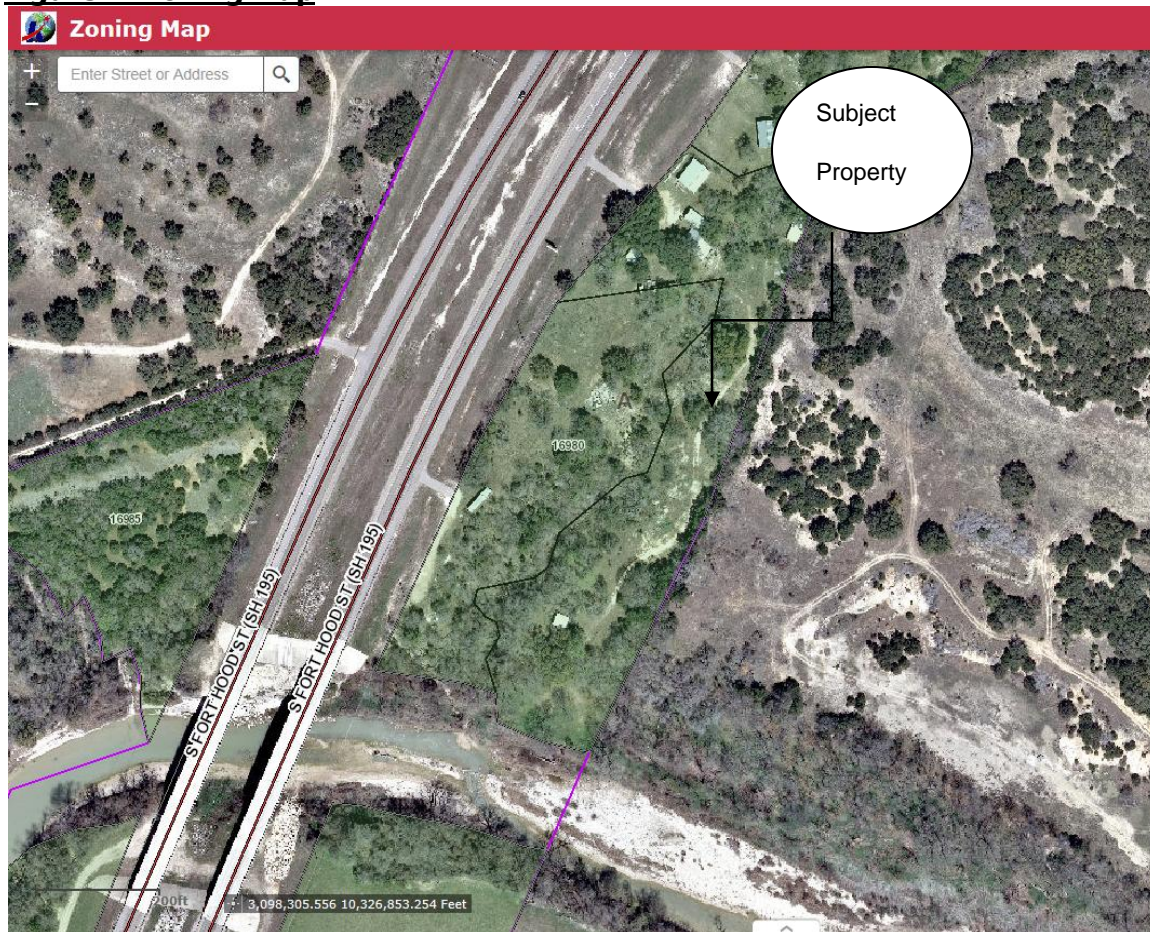
**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Legal Department.

**ATTACHED SUPPORTING DOCUMENTS:**

Exhibit  
Minutes  
Ordinance  
Application  
Location Map  
Buffer Map  
Considerations

**Figure 1. Zoning Map**



**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
JUNE 5, 2017**

**CASE #Z17-17  
“A” to B-5**

**HOLD a public hearing and consider a request submitted by Catstrong, L.L.C., to rezone approximately 3.734 acres, being out of the Francis Kennedy Survey, Abstract No. 488, from “A” (Agricultural District) to “B-5” (Business District). The property is locally known as 16942 State Highway 195, Killeen, Texas.**

Chairman Frederick requested staff comments.

City Planner, Tony McIlwain, stated that the requested zoning change corresponds to the FLUM amendment approved in the prior agenda item. The applicant, Mr. Suss, stated that he is conducting business with Fort Hood and wishes to invest in the Killeen area. Staff recommended approval of “B-5” (Business District) zoning for the properties. Mr. McIlwain stated that commercial interest is expected, and should be encouraged, along the S.H. 195 frontage area.

The staff notified three (3) surrounding property owners regarding this request. As of the date of the staff report, no responses had been received.

Mr. Eric Suss, 208 Bella Cima Drive, Austin, Texas, was present to represent this request.

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

Commissioner Cooper motioned to recommend approval of the request “B-5” (Business District). Vice Chair Dorroh seconded the motion. The motion passed by a vote of 6 to 0.

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 “A” (AGRICULTURAL DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Catstrong, L.L.C. has presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488, being locally known as 16942 S. H. 195, Killeen, Texas, from “A” (Agricultural District) to “B-5” (Business District), said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 5th day of June 2017, 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 27th day of June 2017, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the “B-5” zoning 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 3.73 acres out of the Francis Kennedy Survey, Abstract No. 488, being locally known as 16942 S. H. 195, Killeen, Texas, be changed from “A” (Agricultural District) to “B-5” (Business District).

**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 27th day of June 2017, 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 #17-17

Ord. #17-\_\_



Date Paid: 5/5/2017  
Amount Paid: \$ 300.00  
Cash/MO #/Check #: # 178  
Receipt #: 533

CASE #: 217-17

## City of Killeen Zoning Change Application

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

Name(s) of Property Owner: Catstrong LLC

Current Address: 900 Ranch Road 620 South Suite C101-174 Austin, TX 78734

City: Austin State: TX Zip: 78734

Home Phone: (X) 512 263 3098 Business Phone: ( ) 512 897 7488 Cell Phone: ( ) 512 897 7488

Email: eric @ catstrongtx.com

Name of Applicant: ERIC SUSS  
(If different than Property Owner)

Address: 16942 State Highway 195

City: Killeen State: TX Zip: 76542

Home Phone: ( ) 512 897 7488 Business Phone: ( ) 512 897 7488 Cell Phone: ( ) 512 897 7488

Email: eric @ catstrongtx.com

Address/Location of property to be rezoned: 16942 State Highway 195 Killeen, TX 76542

Legal Description: A0488BC FRANCIS KENNEDY, (PT OF 0.77, 2.34, 1.0) 3 plots  
4.584 ACRES

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: LLC  
Sole Ownership ✓ Partnership ✓ Corporation ✓ Other

Present Zoning: AG Present Use: Retail

Proposed Zoning: BS Proposed Use: plumbing, electrical, air conditioning, restoration,

Conditional Use Permit for: portable tiny home sales

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

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

## APPOINTMENT OF AGENT

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

Name of Agent: Kelly Kerch Eric Suss

Mailing Address: 208 Bella Camp Drive

City: Austin State: Tx Zip: 78734

Home Phone: ( ) Business Phone: 512-633-0786 Email: Kkerch@catstraytx.com

512-897-7488 eric@catstraytx.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 [Signature] Title Co-Manager

Printed/Typed Name of Agent Eric Suss Date 5/5/17

Signature of Agent \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Agent \_\_\_\_\_ Date \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_

Printed/Typed Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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

Printed/Typed Name of Property Owner Eric Suss Date 5/5/17

Signature of Property Owner [Signature] Title 525 Member

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:**

**Z17-17**

**ZONING FROM:**

**A To B-5**

**APPLICANT:**

**ERIC SUSS**



**PROPERTY OWNER:**

**CASTRONG LLC**

**LEGAL DESCRIPTION:**

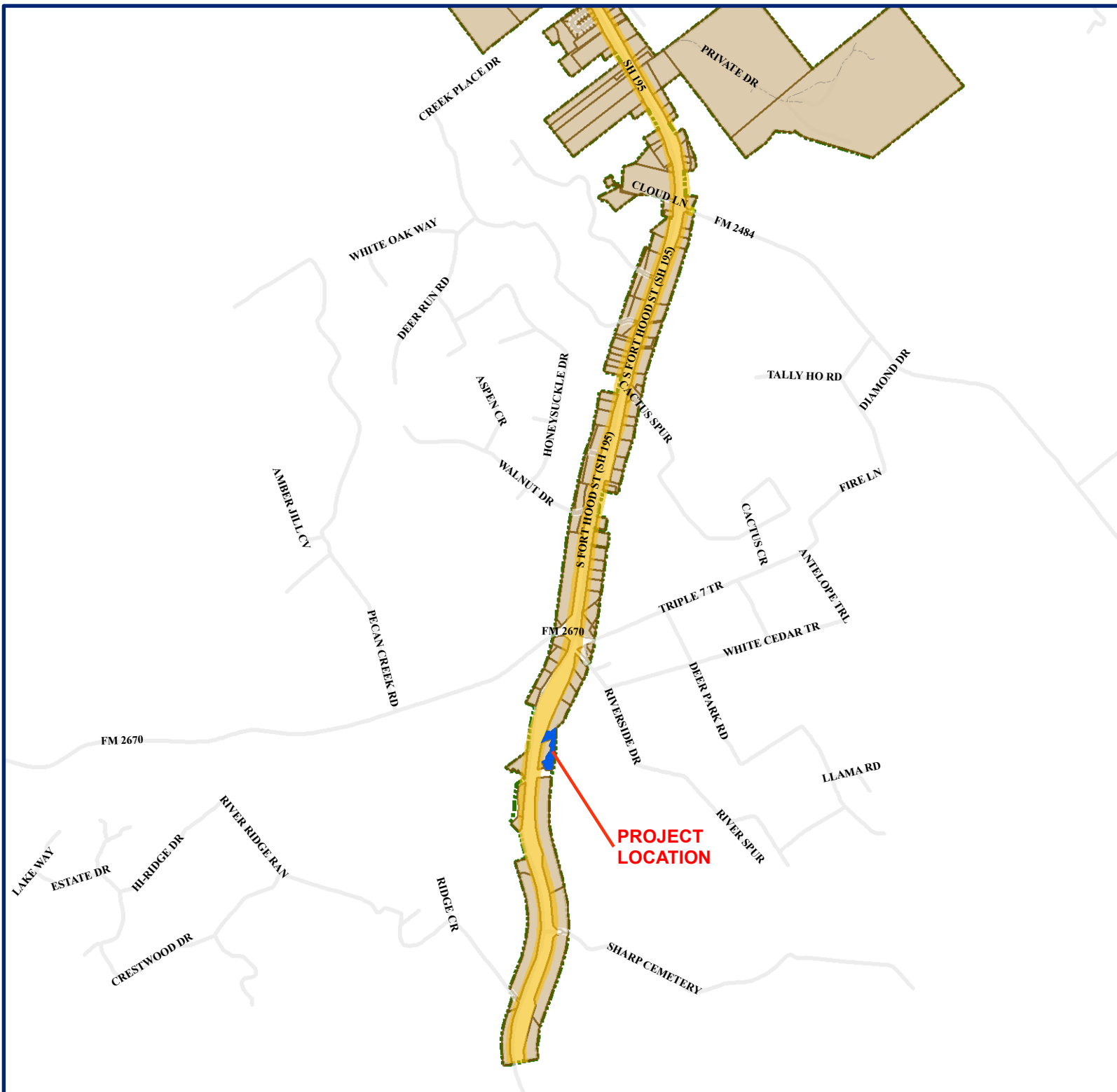
**A0488BC FRANCIS KENNEDY,  
(PT OF 4.504AC TR),  
ACRES 3.734**

**Legend**

-  Zoning Case
-  Parcel
-  City Limits



Date: 5/24/2017





**PLANNING AND  
DEVELOPMENT SERVICES**

**ZONING CASE:**

Z17-17

**ZONING FROM:**

A To B-5

**APPLICANT:**

ERIC SUSS







**PROPERTY OWNER:**

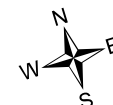
CASTRONG LLC

**LEGAL DESCRIPTION:**

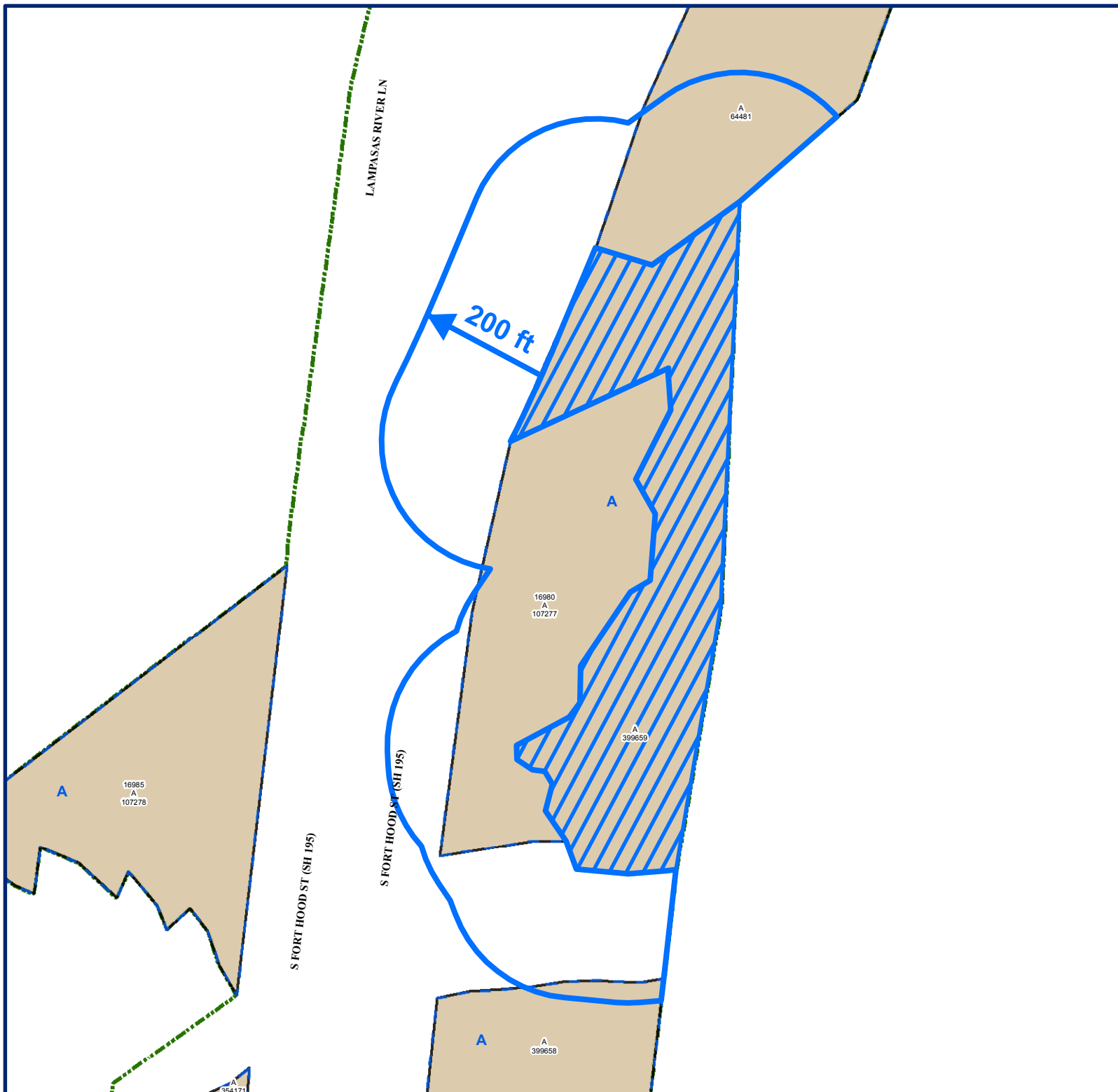
A0488BC FRANCIS KENNEDY,  
(PT OF 4.504AC TR),  
ACRES 3.734

**LEGEND**

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



Date: 5/24/2017



# CONSIDERATIONS

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

## **A. General Factors to Consider:**

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## **B. Conditional Use Permit (if applicable)**

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

## **C. Conditions to Consider**

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



# ZONING CASE #Z17-17

## “A” TO “B-5”

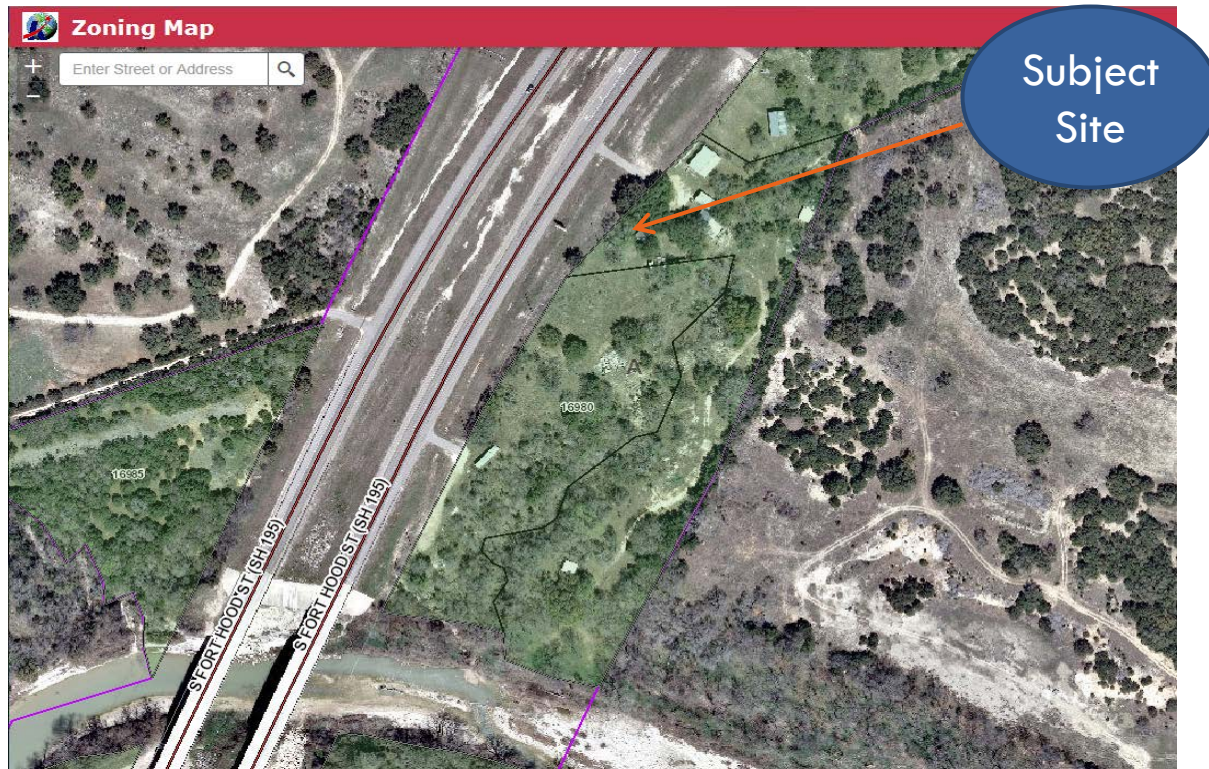
PH-17-033B

June 20, 2017

# ZONING CASE #Z17-17



- The property is an irregularly shaped tract consisting of 3.73 acres
- The last zoning activity for this property occurred during its initial annexation zoning (2008)
- The property is located adjacent to S.H. 195 and is sparsely developed



## Exhibit 1. Zoning map

3.73 acre tract being locally known as 16942 S. H. 195, Killeen, Texas

# ZONING CASE #Z17-17

- ❑ The property is designated as ‘Rural’ (R) on the Comprehensive Plan’s Future Land Use Map (FLUM); the zoning request is not consistent with the FLUM
- ❑ Staff notified three surrounding property owners; no protests were received
- ❑ The Planning and Zoning Commission recommended approval of “B-5” (Business District) zoning on June 5, 2017, by a vote of 6 to 0.



# City of Killeen

## Legislation Details

---

**File #:** PH-17-034    **Version:** 1    **Name:** Skylark Rules and Regulations  
**Type:** Ordinance/Public Hearing    **Status:** Public Hearings  
**File created:** 6/5/2017    **In control:** City Council  
**On agenda:** 6/27/2017    **Final action:**  
**Title:** HOLD a public hearing and consider an ordinance to repeal City Ordinance 88-124, the existing Skylark Field/Killeen Municipal Airport Rules and Regulations.  
**Sponsors:** Aviation Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Draft Rules and Regulations](#)  
[Ordinance](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
6/20/2017	1	City Council Workshop		



## STAFF REPORT

**DATE:** June 20, 2017

**TO:** Ronald L. Olson, City Manager

**FROM:** Matthew Van Valkenburgh A.A.E., Executive Director of Aviation

**SUBJECT:** Repealing Skylark Field/Killeen Municipal Airport Rules and Regulations

### **BACKGROUND AND FINDINGS:**

The existing Rules and Regulations for operating at and on Skylark field were adopted by Council per City Ordinance 88-124 enacted in 1988 when the airport was the former Killeen Municipal Airport and had a mix of commercial service and general aviation activity. While these rules and regulations were appropriate for the operations at that time, the operating dynamic and aircraft mix has significantly changed with the move of air carrier service to Killeen Fort Hood Regional Airport. Further, in June of 2016 the Federal Aviation Administration (FAA) levied new requirements on airports which have received Federal grant funding, giving airports specific guidance for utilization of hangars on those airports. Essentially, the action clarified the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use.

Given the age of the existing rules and regulations and the advent of new FAA guidance, Staff determined this was the time to review and rewrite the document. Staff developed and produced a draft document and held two stakeholder meetings with tenants to discuss concepts and the draft document. Additionally, Staff solicited for and received written comments and recommendations from stakeholders. The final document is an amalgam of staff and tenant work.

Further, in discussions with the City Attorney, it was found that it was not required by law that the new rules and regulations be adopted by ordinance; rather, the City Council may delegate the authority to the City Manager to establish guidance for users of the Airport.

### **THE ALTERNATIVES CONSIDERED:**

Alternatives considered were to (1) amend the existing rules and regulations with the new FAA hangar requirements or (2) rewrite and replace the existing rules and regulations to reflect Skylark Field's mission and incorporate the FAA requirements.

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

Staff recommends and chose alternative 2. Staff believes it prudent for a complete rewrite of the Airport's rules and regulations to reflect the change in the Airport's mission and name, to update existing policies, and to incorporate the new FAA policies.

**CONFORMITY TO CITY POLICY:**

Yes

**FINANCIAL IMPACT:**

None

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

N/A

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

City Council approve an Ordinance repealing Ordinance 88-124 and authorize the City Manager to execute any and all necessary documentation to adopt, enact, and enforce the new Skylark Field Rules and Regulations as well as any and all updates to those rules.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Draft Rules and Regulations

## SECTION 1

---

## GENERAL RULES

## **SECTION 1 - GENERAL RULES**

### **GR-1 USE OF AIRPORT RESTRICTED.**

No person, firm, association, corporation or entity, incorporated or otherwise, shall use the Skylark Field for any commercial activity, unless approved by a written permit from the City Council or its duly authorized agent.

### **GR-2 ARTICLE TO CONTAIN RULES AND REGULATIONS FOR AIRPORT.**

The rules and regulations contained in this article shall be observed in the use, operation, and conduct of the Skylark Field. All persons on any part of the property comprising the airport shall be governed by the regulations prescribed herein and instructions of the Executive Director of Aviation relative to the use of any part of the airport. These regulations are subject to amendment.

### **GR-3 DEFINITIONS.**

Appendix A to these Rules and Regulations contains definitions of terms commonly used in Rules and Regulations and in the Minimum Standards for Skylark Field. These definitions are subject to review and possible modifications from time-to-time. The City of Killeen reserves the right to delete or change the definitions when deemed necessary or prudent.

### **GR-4 AUTHORITY.**

These Rules and Regulations are promulgated and implemented by city ordinance by the City of Killeen for the use, operation, and conduct of the Skylark Field under the authority of Resolution Number xxxxxxxx.

### **GR-5 APPLICABILITY.**

These Rules and Regulations apply to all users of Skylark Field.

### **GR-6 KNOWLEDGE OF RULES IMPLIED.**

By publication of these rules and regulations, as required by law, all users of the Skylark Field will be deemed to have knowledge of its contents. Copies of these Rules and Regulations will be available at all times in the Executive Director of Aviation or Designee's office and the Skylark Field Aviation office.

### **GR-7. CONFLICT OF RULES**

When there is conflict between these and the Federal Aviation Administration traffic rules, the Federal Aviation Administration rules prevail.

### **GR-8. SECURITY.**

All users of the Skylark Field shall be aware of general airport security and safety measures and take proper precautions at all times:

A. All suspicious and unauthorized activities shall be reported immediately to the Executive Director of Aviation or Designee, the Skylark Field Aviation office, Police, or the Department of Public Safety.

B. Persons who have been provided either a code or device for the purpose of obtaining access to the secured portions of the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Executive Director of Aviation.

### **GR-9. AUTHORITY OF EXECUTIVE DIRECTOR OF AVIATION OR DESIGNEE TO SUSPEND OR RESTRICT OPERATIONS.**

The Executive Director of Aviation or Designee may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety and will provide notice of such action as is reasonable and necessary.

#### **GR-10 SAFEGUARD OF PERSONS AND PROPERTY.**

The Executive Director of Aviation shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

#### **GR-11. FIRE REGULATIONS.**

- A. Every person going upon or using the airport or its facilities in any manner shall abide by the City of Killeen's adopted Fire Code and shall exercise the greatest care and caution to avoid and prevent fire.
- B. Smoking or any open flame is prohibited within 50 feet of any aircraft, fuel truck, fuel storage tank or building.
- C. Compressed or inflammable gas, NOT ordinarily used for aviation purposes, shall not be kept or stored upon the Airport, except in places designated by the Executive Director of Aviation or Designee.
- D. No flammable substances shall be used inside a hangar or other building without ample ventilation.
- E. No person shall smoke, or otherwise ignite a match or lighter for the purpose of smoking in any building, except in designated smoking areas.
- F. Hangar entrances shall be kept clear at all times.
- G. The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall NOT be used for cleaning floors.
- K. Businesses on the airport should follow guidelines in the certificate of occupancy as determined by the National Fire Protection Association Codes.

#### **GR-12. NON-LIABILITY OF CITY.**

All persons entering the Skylark Field, or using the Skylark Field for any purpose, shall do so at their own risk, and shall hold the City of Killeen harmless for and on account of any injury or damage to person or property suffered thereby. Such persons shall be bound by and obey all the rules and regulations concerning and pertaining to said airport.

#### **GR-13. RESTRICTED AREA.**

- A. The City of Killeen may designate certain areas on the airport as restricted; such restricted areas must have City Council approval, and will be identified by signs or other means to clearly delineate the areas.
- B. **Persons Who May Enter Restricted Area.** No unauthorized individual shall enter the Airport restricted area without permission of the Executive Director of Aviation or Designee or an invited visitor of an Airport lessee person. Employees or invited visitors are the responsibility of their sponsor for compliance with all airport rules and regulations.

#### **GR-14. UNAUTHORIZED SIGNS AND STRUCTURES.**

No signs, buildings or equipment of any nature may be erected or installed at the airport unless specifically authorized by written contract with the City Killeen or by special permission of the Director of Aviation or Designee. All signs and structures must comply with all federal, state, and City ordinances and regulations. The proposed owner of a sign or structure must have appropriate approval of other City departments or Boards and Commissions where required.

#### **GR-15. REGISTRATION OF PERSONS AND AIRCRAFT.**

Identification numbers on all aircraft based at the Skylark Field shall be registered by the owner(s) of the

aircraft at the office of the Executive Director of Aviation or Designee with either a properly executed lease agreement with the City for a hangar space or a tie down space, or a properly executed airport tenant agreement if the aircraft occupies space sub-leased or provided, with or without a fee or charge, by a primary airport ground or facilities lessee. It shall be the responsibility of the primary lessee to provide the necessary information for the proper execution of the airport tenant agreement.

**GR-16. LIABILITY FOR DAMAGE TO AIRPORT.**

Any person, corporate or individual, and the owner of any aircraft causing damage of any kind to the airport, whether through violation of any of these rules or through any act of negligence, or by accident, shall be liable for the total cost of the damage and any related expense.

**GR-17. REPORTING DAMAGE TO AIRPORT EQUIPMENT AND OR FACILITIES.**

Any person damaging any airport equipment and or facilities shall immediately report such damage to the Executive Director of Aviation or Designee.

**GR-18. CONTROL OF FOREIGN OBJECTS, DEBRIS, LITTER.**

Foreign Object Debris (FOD) is any substance, debris, or article alien to an aircraft, vehicle, or system which could potentially cause damage to that equipment. Thus:

A. All users of Skylark Field shall endeavor to keep all aircraft operations areas clear of glass, cans, scrap, nuts, bolts, nails, debris and foreign objects so as to avoid or reduce possible damage to aircraft. Users are encouraged to pick up pick up such foreign objects when observed and place them in a trash receptacle, or report the presence of such material to the Skylark Field Aviation office.

B. No person shall place, dispose or deposit in any manner, trash, garbage or refuse in or upon airport property except at such places and under such conditions as the Executive Director may prescribe. No person shall keep uncovered trash containers. Areas to be used for trash or garbage containers shall be designated by the Executive Director, and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.

C. No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Executive Director of Aviation shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within thirty (30) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Executive Director of Aviation may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

**GR-19. LIEN FOR CHARGES.**

A. To enforce the payment of any charge made for repairs, improvements, storage or care of any personal property, made or furnished by the City of Killeen or its agents, in connection with the operation of Skylark Field, the City of Killeen shall have a lien upon such personal property, which shall be enforceable as provided by law.

B. To enforce the payment of such charge, the Executive Director of Aviation or Designee may retain possession of such personal property until all reasonable, customary and usual compensation have been paid in full.

**GR-20. REMOVAL OF UNAUTHORIZED PROPERTY.**

The Executive Director of Aviation or Designee may remove from any area of the airport any property, including vehicles and aircraft, which is disabled, abandoned, parked, or which presents an obstacle to the orderly operation of the Airport. Such removal shall be at the operator's or owner's expense without

liability for damages or inconveniences which may result in the course of such removal.

**GR-21. FREELANCE OPERATORS.**

Freelance operators are prohibited from performing aircraft maintenance and repairs of any type; flight instruction; aircraft sales and service; and sales of aircraft parts and accessories on the Skylark Field, unless that operator is covered by a valid contract or lease agreement with the City of Killeen and is covered by appropriate property damage and products liability insurance as specified in the Minimum Standards for a Commercial Aeronautical Activity.

**GR-22. INJURY TO PERSON.**

Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other Authority having jurisdiction over the operation of the Airport.

**GR-23. ANIMALS.**

No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the Executive Director of Aviation.

**GR-24. PENALTY FOR VIOLATION.**

Any person determined to be in violation of these Rules and Regulations and for refusing to comply therewith, may be ejected from the airport, or may for any period of time not exceeding thirty (30) days be denied access to City owned airport property, including leaseholds thereon, by the Executive Director of Aviation or Designee. Upon hearing by the City Manager or Authorized Designee, such person may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.

## SECTION 2

---

# GROUND OPERATIONS

## **Section 2 - Ground Operations**

**GO-1. General:** No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law:

- A. All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the Executive Director of Aviation or Designee and shall comply with posted signs on the airport.
- B. Private vehicles shall not operate on the runway(s) or taxiway(s) unless specifically authorized by the Executive Director of Aviation or Designee.
- C. The ramp area is restricted to aircraft, fuel trucks, and Airport maintenance / operations vehicles only, except for tenants proceeding to assigned tie-downs occupied by their owned aircraft.
- D. All vehicles shall yield right of way to aircraft in motion and emergency vehicles.
- E. All fire lanes are to be kept clear.
- F. All taxiways and taxi lanes are to be kept clear.
- G. Parking on ramp, taxiways, or runway is prohibited.
- H. Tenants, patrons, and visitors are to park only in designated areas.
- I. All vehicles entering or exiting an operating airside automated vehicle access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.

**GO-2. Rules of Operation.** Only vehicles authorized by the Executive Director of Aviation or Designee may operate on the runway, taxiways, runway safety area, or taxiway safety area.

- A. Speed limits shall not exceed 15 miles per hour on the ramps, aprons, or in aircraft parking and hangar areas; except emergency vehicles.
- B. No person shall operate a motor vehicle within the safety areas of the runway or any taxiway without the express approval of the Executive Director of Aviation.
- C. Emergency conditions existing on the airport will not negate any existing regulations.
- D. All vehicles authorized to operate on the Airport runways or taxiways must:
  - (1) Be equipped with functioning two-way radio and either be in communication with or able to monitor the published Common Traffic Advisory Frequency;
  - (2) Have the ability to communicate with aircraft via two-way aviation radio; and
  - (3) Display a rotating beacon or strobe which complies with FAA Advisory Circular 150/5210 (current version); or,
  - (4) If not compliant with GO-2.D (1)-(3), must be accompanied by and under the control of another vehicle that is compliant with those requirements.

**GO-3. Fueling of Aircraft.** The following shall apply to all fueling activity on the Airport property:

- A. All aviation fuels shall be dispensed to the public by the City of Killeen.
- B. All fueling and defueling of aircraft shall be conducted in accordance with National Fire Protection Association, Inc., NFPA Manual 407, "Aircraft Fuel Servicing".

C. Aircraft shall not be fueled when an engine is running or while in a hangar or other enclosed place; except emergency services helicopters requiring a quick-turn-around may be fueled with the aircraft engine idling, at the discretion of the Executive Director of Aviation (or Designee) and the pilot. No passengers are to be inside the helicopter during "hot" refueling.

D. Prior to dispensing any fuel, all aircraft shall be bonded to either the fuel truck or the self service point as applicable. All hoses, funnels, and apparatus used in fueling and defueling operations shall be equipped with a bonding cable to reduce the potential of a static electrical spark and prevent ignition of volatile aviation fuels.

E. Fueling of aircraft or fuel trucks is prohibited during thunderstorm activity.

F. Aviation or automobile fuels shall not be stored within any hangar except in the regular or installed auxiliary tanks of the aircraft stored in that hangar. Individuals fueling their aircraft with automobile gasoline shall follow all safety precautions of fueling using approved safety containers. Only enough such fuel shall be brought upon the airport as necessary to fill the aircraft fuel tanks, and no excess fuel shall remain on the airport.

G. No aircraft shall be fueled or defueled while the engine in the aircraft is running or being warmed by applications of exterior heat or while such aircraft is in a hangar or enclosed space.

H. No person shall operate any radio transmitter or receiver or switch electrical appliances on or off in an aircraft during fueling or defueling operations.

I. A fire extinguisher meeting the requirements of NFPA 407 shall be within ready reach of all persons engaged in the fueling or defueling of aircraft.

J. Persons engaged in the fueling, defueling or draining of aircraft shall exercise care to prevent overflow or spilling of fuel. Persons responsible will take proper measures to clean up volatile liquids which are spilled, and shall report all fuel spills to the Airport office as soon as possible.

#### **GO-4. Tie-Down of Aircraft.**

A. All unhangared aircraft shall be tied down, and secured at night and during inclement weather.

B. The aircraft owner or his/her agent is responsible for the secure tie-down and security of his/her aircraft at all times, and particularly during inclement weather.

#### **GO-5. Parking Aircraft.**

A. All unhangared aircraft shall be parked only on marked tie-down spaces. Owners or operators of the aircraft shall register at the Airport Operations Office on Skylark Field within 48 hours of initial arrival for assignment of a designated tie-down space and completion of a parking agreement or lease agreement as applicable.

B. Aircraft shall not be parked in such a manner as to hinder the normal movement of other traffic unless specifically authorized by the Executive Director of Aviation or Designee as an emergency measure.

C. It is the responsibility of the pilot when leaving an unattended or unhangared parked aircraft to ensure the aircraft is properly chocked and / or tied down.

D. Any aircraft parked on any portion of the ramp over 30 days shall be on a lease with the airport authority and pay the appropriate fees.

E. Operators of unattended aircraft are responsible to remove the ignition keys and / or otherwise

lock the controls of the aircraft to prohibit the ability for an unauthorized individual to operate the aircraft. Operators are encouraged to use additional secondary locking devices on aircraft left overnight and for extended periods of time.

**GO-6. Starting Aircraft Engines.**

A. No person shall start, warm-up, run-up, test, or accelerate the engine of any aircraft except in a place reasonable for such purpose. No engine shall be started or run unless a competent operator is at the controls of the aircraft; and, no engine shall be started or run inside any building.

B. If an aircraft must be "propped" for engine start, the engine shall not be started in an aircraft until and unless the wheels have been set with chocks attached to ropes or other suitable means for removing the chocks and, the operation is monitored by a safety observer.

C. At no time will engines be run-up or accelerated when aircraft hangars, shops, buildings, persons, vehicles, or other aircraft in the area are in the path of the propeller blast, jet exhaust, or rotor blast of the aircraft being run-up.

D. No engine shall be started unless and until the operator shouts an audible "CLEAR" before beginning engine start.

E. No airplane will be propped or left running without qualified personnel at the controls

**GO-7. Taxiing Aircraft / Helicopters.** Every person taxiing an aircraft or hovering a helicopter shall maintain due caution to avoid collisions with persons, objects, vehicles or other aircraft in the immediate area.

A. No aircraft equipped with an anti-collision beacon shall begin to safely taxi before the beacon has been activated.

B. Every aircraft shall be taxied at a safe and reasonable speed and in such a manner as to be under the control of the operator at all times. No aircraft upon a ramp or apron shall be taxied at a speed greater than 15 miles per hour.

C. Aircraft shall not taxi onto the runway from a taxiway whenever there is another aircraft on final approach to land and less than one mile from the landing threshold, or whenever another aircraft is on the runway in take-off position.

D. Taxiing of aircraft by engine power into or out of hangars is prohibited.

E. Helicopter Hovering. Hover taxiing of helicopters is prohibited within 100 feet of any building or parked airplanes.

**GO-8. Repairs to Aircraft:**

A. No aircraft shall be repaired on any part of the landing or take-off area, and all repairs shall be made at the places designated by the Executive Director of Aviation or Designee for such purpose.

B. No spray painting shall be conducted on the airport unless a negative air pressure filtered paint booth is used to collect paint overspray.

**GO-9. Aircraft Washing.** Aircraft washing shall be accomplished only in designated areas and with approval of the Executive Directive of Aviation or Designee.

A. Only airport tenants may wash their aircraft on the airport. This privilege does not extend to vehicles or other forms of transportation.

- B. User shall clean the wash area of debris or cleaning equipment immediately following aircraft wash.
- C. User shall provide own hose with a nozzle adapter to restrict free flow of water.
- D. User shall only use non-toxic forms of detergent.
- E. Airport reserves the right to cease any aircraft washing privileges at any time.

DRAFT

## SECTION 3

---

# AERONAUTICAL OPERATIONS

## **Section 3 – Aeronautical Operations**

### **AO-1. Use of Runway and Taxiway Paved Surfaces.**

- A. No person shall land an airplane or take off on any areas of the airport other than the paved surface of the designated runway. No person shall taxi an aircraft on any areas of the airport other than the paved surfaces of the designated runway or taxiways.
- B. Helicopters shall not make an approach directly to an occupied parking apron or taxi lane. Helicopters shall not overfly aircraft on taxiways or taxilanes below 300 feet AGL during take-off or landing.
- C. All aeronautical activities at the Airport shall be conducted in conformity with current regulations of the Federal Aviation Administration and the City of Killeen.

### **AO-2. Pilot and Aircraft to be Licensed.**

- A. Only aircraft and airmen licensed by the Federal Aviation Administration shall operate on Skylark Field; this limitation shall not apply to students in training under supervision of licensed instructors nor to public aircraft of the federal government or of a state, territory or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.
- B. Ultralight aircraft which qualify under 14 CFR Part 103 shall operate in accordance with that Part.
- C. Fixed Base Operators shall register their aircraft and all aircraft based at their facilities with the Executive Director's office prior to beginning operations. Any change in the ownership will require a change in the registration.

### **AO-3. Take-off, Landing, Flying Rules and Procedures:**

- A. Any aircraft arriving, departing, or operating on the Airport shall be equipped with a functioning two-way radio capable of communicating with Skylark Unicom, CTAF, and other aircraft, unless prior arrangements have been made with the Executive Director of Aviation, or, an emergency condition exists.
- B. Reporting of Traffic Intentions.
  - 1. Pilots shall use AWOS or the wind cone to determine the favored runway and shall monitor and communicate on CTAF to determine which if any runway is in use by other aircraft. Pilots shall announce their position and intentions on the CTAF.
  - 2. Any weather or runway information provided to pilots by Skylark Field UNICOM is advisory in nature and the decision as to which runway to use is at the sole discretion of the pilot.
  - 3. Established aircraft in the traffic pattern have priority over another aircraft intending use a different direction of traffic unless an emergency exists. Pilots desiring to change the flow of existing traffic shall coordinate the change with other pilots on the CTAF.
- C. Take-offs. Landing Over Certain Objects Prohibited or Restricted. No aircraft shall land or take off in such a manner as to clear any public street or highway at an altitude of less than eighty (80) feet. No aircraft shall take off between or over hangars or other structures, or over automobile parking areas or groups of spectators.
- D. Airplane take-offs, landings on apron, parking ramp, and grass areas are prohibited.

- E. Touch-and-Go Landings. Touch-and-go landings may be made at the discretion of the pilot.

#### **AO-4. Aircraft Traffic Patterns and Runway Rules.**

Every operator of an aircraft using the airport shall conform to the traffic patterns promulgated by the Executive Director of Aviation.

- A. Unless otherwise advised, all aircraft will fly a right rectangular pattern when departing/arriving on Runway 01; and will fly a left rectangular pattern when departing/arriving on Runway 19, as indicated by the airport segmented circle.
- B. Landing aircraft shall maintain traffic pattern altitude until turning onto base leg prior to commencing the final approach.
- C. For VFR operations, light aircraft departing or making practice takeoffs and landings shall make their first turn at a point 1,000 ft. beyond the departure end of the runway and at an altitude of not less than 400 ft. above published airport elevation and continue to climb until an altitude of 800 ft. above published airport elevation is reached. The above described rectangular traffic pattern shall be used at all times during VFR conditions.
- D. Instrument flight (IFR) operations will be in accordance with published FAA approach / departure procedures and clearances issued by Air Traffic Control.
- E. Unless otherwise indicated, aircraft will enter the traffic pattern at the altitude and direction described in current Federal Aviation Administration Advisory Circulars.
- F. Aircraft intending to transition over Skylark Field at less than 2,500 feet MSL is required to transmit its intention on the CTAF and coordinate the crossing with other aircraft.
- G. Prior authorization is required from the Executive Director or Designee for balloons, airships, dirigibles, motorless aircraft, aircraft with a total weight of 50,000 pounds or more, an single wheel configuration airplanes with a weight greater than 17,000 pounds, to land or take off.
- H. Aircraft (either fixed wing or helicopter) conducting Life Flight or other life saving operations may deviate from these Traffic Flow regulations as deemed necessary providing they are communicating their intentions on the CTAF.

#### **AO-5. Helicopter Operations:**

- A. Helicopters operating in the Killeen area and on the Airport shall comply with applicable federal aviation regulations and with all communications procedures established herein.
- B. Helicopters shall at all times maintain clear separation from other traffic and operations. All flight and hover taxi operations shall be conducted with vigilance and shall be conducted at a safe distance from all structures, obstructions, and persons, specifically taking into consideration the effect of downwash and noise.
- C. Hover taxi or flight operations of any kind are strictly prohibited between hangars.
- D. Training/proficiency traffic patterns shall be conducted from and close to Taxiway G at 500' AGL utilizing the west side of the airfield (left traffic for Runway 1; right traffic for Runway 19). Position reports should be announced on the CTAF. Should Taxiway G be in use by airplanes, helicopters may adjust their traffic pattern to touch down and take off from the active runway.
- E. No operator of a helicopter with metal skids may practice touch-down auto rotations or run-on landings on any paved surfaces of the airport unless authorized by the Executive Director of Aviation or

Designee.

#### **AO-6. Student Training and Familiarization.**

A. Flight Instructors shall keep themselves informed of all Rules and Regulations in effect at the airport, and shall be sure their students are equally informed.

B. Aircraft shall not be permitted to remain stationary on the runway for the purpose of instructing students. Such instruction will be given off of the active runway, and in a location where the aircraft does not present an obstruction to other aircraft operations.

#### **AO-7. Special Operations.**

A. Agricultural Operations. Agricultural spraying operations, if authorized, will be conducted in accordance with procedures approved by the Executive Director of Aviation or Designee and only from the areas designed on the airport. Reckless flying, careless handling of chemicals and indifference toward policing the area or intimidation of other aircraft users will not be tolerated.

B. Parachute Operations. All parachute operations are prohibited on the property of Skylark Field, unless authorized by the Executive Director of Aviation.

C. No operator of an aircraft shall engage in aerobatic flying except as part of a public display specifically authorized by the City Council and the Federal Aviation Administration.

#### **AO-8. Aircraft Mishap Reporting.**

A. The operator of an aircraft involved in a mishap or accident on the Airport shall Immediately, or by the most expeditious means available, notify the Executive Director of Aviation (or Designee) and the Federal Aviation Administration. The report shall contain the following information: Location, date, time, aircraft make, model and registration number, name of operator, number of people involved, injuries to or fatalities of each person, weather conditions, and nature of the accident.

B. Disabled Aircraft. Every aircraft owner, his pilot and/or agent, under the direction of the Executive Director of Aviation or Designee or other government authority (NTSB or FAA), shall be responsible for the timely removal of damaged or disabled aircraft from the flight operations area. If the owner / operator is unable to perform a timely removal, the Executive Director of Aviation or Designee will have the authority to take appropriate actions to clear the aircraft from the flight operations area.

#### **AO-9. Authority to Suspend Operations.**

The Executive Director of Aviation may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

#### **AO-10 Remote-Controlled Aircraft / Unmanned Aerial System (UAS) Operations**

Operating any type of remote controlled aircraft or UAS, commonly referred to as drones, at Skylark Field is prohibited unless authorized by the Executive Directive of Aviation or Designee.

## SECTION 4

---

## FACILITIES AND LEASING

## **Section 4 – Facilities and Leasing**

**FL-1. Land Lease Provision and Restrictions:** The following provision/restrictions shall apply to all leased Airport property.

- A. The City may allow for the long-term lease of property on the Airport with the provision that at the end of the lease period, title to all structures, buildings, or hangars erected on the leased property shall revert to the City.
- B. Any private structure or hangar not in use for aviation purposes for a period in excess of three (3) months, or not available for rent or sublease for aviation purposes, unless so authorized by the City, must be removed after due notice is given in writing. If not removed, the City will consider such structures or hangars abandoned and possession and control will pass to the City.
- C. Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and returned to good condition by the owner of said building, hangar, or structure. Portable and temporary buildings will not be allowed on airport grounds, unless prior permission is obtained from the Executive Director of Aviation or Designee.
- D. Leased property on the Airport may be subleased by the lessee, only with approval by the Executive Director of Aviation or Designee, or the City Council if appropriate.
- E. The City may lease property within the building areas of the Airport for the private construction of improvements in conformance with the approved Airport Master Plan/Airport Layout Plan.
- F. All structures must comply with all City of Killeen adopted building codes and Airport zoning and land-use ordinances.
- G. All leased property and all buildings or structures erected on the leased property shall be utilized for aviation related activity only, unless otherwise specifically approved by the City.
- H. All leaseholders must comply with applicable requirements of the Airports Minimum Standards.

**FL-2. City-Owned Hangars:**

- A. T-Hangars. T-hangars currently owned by the City may be rented to private individuals, companies or corporations on a month-to-month basis for the storage of aircraft and required aircraft support items. T-Hangar rental rates are approved by the City Council and codified in the City code of Ordinances.
  - B. The City of Killeen has deemed it necessary to set certain standards connected with the leasing of hangars, T- Hangars and tie-downs to firms, companies, corporations or individuals. These standards are not intended to inflict hardships on any lessee. T-Hangars and tie-down spaces are provided solely for airport users and tenants to shelter, park, and maintain their aircraft. In the event of violation of any of these standards, the violator will be asked to correct the infractions immediately. Failure to correct any violations will result in requiring the lessee to vacate the leased premises within thirty (30) days of written notice from the Executive Director of Aviation.
  - C. All tenants shall maintain their leased premises in a condition of repair, cleanliness and general maintenance in a manner agreeable to the Executive Director of Aviation or Designee, in accordance with their individual lease agreements and free from all fire hazards.
  - D. Hangars must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by Executive Director of Aviation
- 1. Aeronautical Purpose is considered to be:

- a. Storage of active aircraft
- b. Final assembly of aircraft under construction
- c. Non-commercial construction of amateur-built or kit-built aircraft
- d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft
- e. Storage of aircraft handling equipment

2. After compliance with D.1.a-d, non-aeronautical items in hangar may be kept in the hangar; however, those items:

- a. Cannot impede movement of aircraft in and out of hangar
- b. Cannot displace aeronautical contents of hangar
- c. Cannot impede access to aircraft or aeronautical equipment
- d. Cannot have materials used for conduct of non-aeronautical business

The Executive Director of Aviation or Designee has the final decision as to what is permissible

3. Non-aeronautical use of a hangar may be considered under following conditions:

- a. Where hangars are otherwise unoccupied and there is no current aviation demand for hangar space
- b. With the agreement of a Month-to-Month Leasing Plan
- c. The Tenant must pay fair market value rental rates (not airport rates)
- d. The Non-aeronautical tenant must vacate with 30 day notice for an aeronautical use

4. Tenants with non-operational aircraft, those undergoing maintenance / restoration, and those constructing kit- or amateur-built aircraft, in accordance with D1.b,c, or d, will need to submit a plan of action and milestones to the Executive Director of Aviation or Designee to show how progress will be made toward making an aircraft active and flyable:

- a. Airport management will be permitted to view progress is being made toward completion of the project
- b. If progress has not been made toward the goal of completion, Airport Management will have the final decision if the hangar must be vacated

5. Airport Management / staff and the City Fire Marshall have the right to enter any Airport-owned hangar for the purpose of inspection to ensure compliance with lease provisions, fire safety, or to perform maintenance on the building.

E. Commercial Hangars - Commercial hangars currently constructed and owned by the city may be rented or leased to companies or corporations for the purpose of conducting commercial aviation activities.

F. Living Quarters. No person may make permanent living quarters on Airport. This is not intended to prohibit the establishment of appropriate rest areas for on-duty air ambulance crew members, security personnel, or other reasonable purpose as may be approved by the Executive Director of Aviation or Designee.

G. No person shall engage in any construction, alteration or electrical wiring in or about any existing building or hangar on the airport without the permission of the Executive Director of Aviation or Designee.

H. No person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the hangars or in any building on the airport unless:

1. The tenant has an approved hazardous materials cabinet to store the materials;
2. The hazardous material is labeled appropriately and the appropriate material safety data sheets are available and displayed;
3. The hazardous materials storage device has been approved by the Executive Director of Aviation or Designee.

I. Tenants, lessees and grantees shall be fully responsible for all damages to buildings, equipment, real property and appurtenances owned or controlled by the City of Killeen caused by negligence, abuse or carelessness on the part of themselves, their employees, agents, customers, visitors, suppliers or persons with whom they do business.

**FL-3. Commercial Leases.** All commercial operations or activities of any kind that are conducted on Skylark Field are required to comply with the approved Minimum Standards for Commercial and Noncommercial Operators.

**FL-4. Non-Commercial Leases.** Non-commercial leases are prohibited from being used to engage in commercial activity on Skylark Field.

**FL-5. Through-the-Fence or Off-Airport Operators Using Skylark Field.**

Operators located on private property adjacent to the airport who wish to gain ground access to and use of the airport in pursuit of their operations shall be charged rents and fees equal to that received from similar activities located on the airport.

**FL-6. Liability.**

The City of Killeen assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, or civil disobedience, nor does it assume any liability for injury to persons while on the airport.

**FL-7. Schedule of Charges.**

**A. Rates Set by City Council**

All fees and charges for space rental, hangars, improved and unimproved land use, fuel flow fees, tie-down fees and overnight aircraft parking fees shall be set by the City Council and codified in the City code of Ordinances.

**B. Rates Set by Executive Director of Aviation**

The Executive Director of Aviation is delegated authority to establish fees for damages to airport property based on actual costs of replacement or repair, miscellaneous charges for key and electronic access card deposits / replacement, line services, retail prices of fuel, and aircraft supplies sold to customers.

**C. Payment of Charges.**

1. All billings are payable upon presentation unless otherwise noted thereon.
2. Payments for space rental, hangars and land use are payable in advance, on or before the first (1<sup>st</sup>) day of each month.
3. Payments for any applicable landing fees or sundry charges are due within thirty (30) days of invoice.

**D. Late Payment Penalties.**

A late payment penalty of five percent (5%) of the total amount due will be assessed for any payment that is not received by the Airport by the established due date. An additional five percent (5%) of the outstanding amount will be assessed each month that all or a portion of the Tenant's obligation remains unpaid.

**E. Default of Payment.**

Obligations unpaid for more than sixty (60) days after the prescribed due dates will be cause of considering the payment(s) in default of the lease agreement. Any default in the payment of rental fees and charges, or any part thereof, and such default shall continue for thirty (30) days after written notice by the Executive Director of Aviation to the tenant, then the Airport shall, without further notice, have the right to re-enter the leased premises to remove the defaulting payer and to repossess the premises.

**F. Abandonment of Leased Hangars**

If no payments are received and no activity is noted in the hangar (e.g., no aircraft in a hangar) for sixty (60) days, and, the tenant has not made notification to the Airport, the hangar will be considered abandoned by the tenant and the Airport may proceed with clearing remaining items in the hangar and leasing the unit to a new customer.

**FL-8. Denial of Access.**

In addition to penalties otherwise provided, any person in violation of these Rules and Regulations or otherwise refusing to comply therewith may be promptly denied further use of the airport. It shall be unlawful and an offense for any such person to remain on airport property after receiving notice to vacate, orally or in writing, from any airport supervisory employee or any law enforcement officer.

**FL-9. Flying Clubs.** Flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of the Minimum Standards and these rules and regulations, and must have written authorization from the City to operate from the airport. They shall be exempt from the regular Fixed Base Operator and/or Commercial Operator requirements upon satisfactory fulfillment of the conditions contained herein.

A. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members).

B. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction

C. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport without express written permission from the City of Killeen except that said flying club may sell or exchange its capital equipment.

D. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and Rules and Regulations of the airport.

E. Flying clubs shall furnish the Executive Director of Aviation or Designee with:

1. A copy of its charter and by-laws, articles of association, partnership agreement and other documentation supporting its existence;
2. A roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis;
3. Evidence of insurance in the form of a Certificate of Insurance as set out in the Minimum Standards under Exempt Flying Clubs;
4. Number and type of aircraft; including registration numbers of each;
5. Evidence that ownership is vested in the club;
6. Operating rules of the club.

F. The club's books shall be subject to audit by the City of Killeen and/or its auditors to ensure of the non-profitability of the club and to determine its compliance with other provisions of these Rules and Regulations.

## SECTION 5

---

## DEFINITIONS

## APPENDIX A - DEFINITIONS

**Above Ground Level (AGL):** the height of an aircraft about the earth's surface.

**Active aircraft:** Aircraft that have a current Airworthiness Certificate and have passed an annual inspection within the last twelve calendar months.

**Advisory Circular (AC):** Federal Aviation Administration (FAA) publications consisting of all non-regulatory material of a policy, guidance, and technical nature and used as basic source for most airport design criteria.

**Advisory Service:** A communications facility (UNICOM) which provides airport information to aircraft.

**Air Taxi:** A helicopter movement conducted above the surface but normally not above 100ft AGL. The aircraft may proceed either via hover taxi or flight at speeds more than 20 KIAS.

**Aircraft:** A device that is used or intended to be used for flight in the air. (FAR Part 1)

**Aircraft movement areas:** Areas on an airport suitable for aircraft operations and which meet FAA criteria. The runway and all taxiways are included within the aircraft movement area. Aircraft parking areas are outside of the movement area.

**Aircraft parking/tie-down:** A specialized location on the airport that has at least 3-point tie-downs with ropes or chains adequate to hold aircraft immobile in gale-force winds.

**Airport:** All properties and facilities owned, leased, or otherwise under the control of the City of Killeen, Texas, including all areas located within the confines of the established airport boundary used for loading, unloading, parking, storage, service, landing, and taking off of aircraft; and those areas not used for aviation purposes.

**Airport identifier - ILE:** A coded identity assigned to the Killeen, Texas airport by the FAA.

**Airport Layout Plan (ALP):** An FAA / DOT approved set of drawings showing airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location on the airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

**Annual Inspection:** An aircraft inspection performed and documented in accordance with 14 CFR, Part 43 by a person authorized by Section 43.7 (usually an FAA licensed Airworthiness Inspector).

**Apron:** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance (also known as Ramp).

**Based aircraft:** An aircraft that is hangared or tied down at Skylark Field for more than six months per year.

**Common Traffic Advisory Frequency (CTAF):** Is used by all aircraft to facilitate cooperation in their use of the airport. These conversations are generally related to the actual takeoff and/or landing of aircraft, but special activities close to the airport will often be accompanied by announcements on this frequency. The Skylark Field CTAF is 122.7 MHz. See also UNICOM.

**Contract:** Any agreement or instrument of privilege and obligation entered into between the City and another party granting such other party the right and privilege to engage in activities at or appurtenant to the airport.

**City:** The City of Killeen, Texas.

**Drone:** See unmanned aerial system (UAS)

**Emergency Vehicle:** Any vehicle legitimately participating in an emergency response to include, but not limited to, fire/rescue vehicles, authorized police vehicles, medical service vehicles, or City of Killeen – Aviation Department vehicles.

**Executive Director of Aviation or Designee:** Person duly authorized by the City of Killeen to perform duties required to manage the airport. To act on behalf of the City to the extent required for safe and efficient airport operations.

**Federal Aviation Administration (FAA):** A division of the United States Department of Transportation with powers to regulate all aspects of civil aviation.

**Federal Aviation Regulations (FAR):** As codified in Title 14, Code of Federal Regulations.

**Fixed Base Operator (FBO):** Shall mean any person, firm or corporation engaged in the demonstration of aircraft and aircraft parts, the retail or wholesale distribution of aircraft and aircraft parts, aircraft repairs, aircraft storage, aircraft servicing and fueling, student flight training, sightseeing by aircraft, aircraft rentals, charter service, or any other activity connected with aircraft maintenance, servicing, fueling, sales, storage, rentals or instruction for which a fee or service charge is assessed or received; and holding a valid contract with the City.

**Flight Line:** Any area near hangars or terminals, including ramps and their adjacent taxiways and unpaved areas used for the parking, servicing and movement of aircraft.

**Free Lance Operator:** Any person who acts independently without regard to authority and without contractual commitments to any one employer, and without a valid contract with the City of Killeen.

**Ground Lease:** The right to use and occupy an area of the airport described in a ground lease agreement between the City of Killeen and the lease holder.

**Hover Taxi:** A helicopter movement conducted above the surface and in ground effect at airspeeds less than 20 KIAS. The actual height may vary, and some helicopters may require hover taxi above 25ft AGL to reduce ground effect turbulence.

**Kit-built aircraft:** Aircraft which are constructed by persons for whom this is not a professional activity. Also known as homebuilt aircraft, amateur-built aircraft or kit planes, these aircraft may be constructed from "scratch," from plans, or from assembly kits.

**Local traffic:** Aircraft operating in the local traffic pattern or within sight of the tower, or aircraft known to be departing for or arriving from flight in local practice areas, or aircraft executing simulated instrument approaches at the airport.

**Non-operational aircraft:** An aircraft that has not completed an annual inspection within the preceding twelve months. Also, aircraft that have been disassembled or damaged beyond flyable condition.

**Preventive maintenance:** Aircraft maintenance actions listed in 14 CFR Part 43, Appendix A 4(c) which may be performed by pilots operating under the provisions of 14 CFR Part 91. These actions are generally simple maintenance or preservation actions and replacement of small parts not involving complex assembly operations.

**Runway:** A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.

**Runway End Identification Lights (REIL):** An airport lighting system consisting of two flashing white high intensity lights installed at each approach end corner of a runway and directed toward the approach zone, which enables the pilot to identify the threshold of a usable runway.

**Taxi lane:** The portion of the aircraft parking area used for access between the taxiways and the aircraft parking positions and hangar area. Taxi lanes are indicated with a yellow center line marking similar to taxiways, but are not lettered or otherwise identified. They are located outside of the movement area and have less object free clearance area than taxiways.

**Taxiway:** A defined path established for the taxiing of aircraft from one part of an airport to another. Taxiways are lettered, identified with lighted airport guidance signage, and meet specific FAA design standards for pavement width and object free area.

**Tenant:** Any individual, firm, corporation, company, or other similar entity having proprietary control over any area of the airport by virtue of a lease, contract, or other formal arrangement with the City of Killeen.

**T-hangar:** An aircraft hangar that is divided into separate storage units in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or hangar compartments.

**Traffic pattern:** The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach.

- a) Upwind Leg - A flight path parallel to the landing runway in the direction of landing.
- b) Crosswind Leg - A flight path at right angles to the landing runway off its upwind end.
- c) Downwind Leg - A flight path parallel to the landing runway in the direction opposite to landing. The downwind leg normally extends between the crosswind leg and the base leg.
- d) Base Leg - A flight path at right angles to the landing runway off its approach end. The base leg normally extends from the downwind leg to the intersection of the extended runway centerline.
- e) Final Approach - A flight path in the direction of landing along the extended runway centerline. The final approach normally extends from the base leg to the runway. An aircraft making a straight-in approach VFR is also considered to be on final approach.

**Ultralight Vehicle:** Any slow flying powered machine or device which is designed for flight in the air which meets the requirements of FAR 103, but does not require pilot certification, vehicle certification or registration, and which generally has no radio communications equipment.

**UNICOM:** Frequencies authorized for aeronautical advisory services to private aircraft. Services available are advisory in nature, primarily concerning the airport services and airport utilization. The UNICOM frequency for Skylark Field is 122.7 MHZ. Also see Common Traffic Advisory Frequency (CTAF)

**Unmanned Aerial System:** An unmanned aircraft system (UAS), sometimes called a drone, is an aircraft without a human pilot onboard. Also known as an unmanned aerial vehicle (UAV), the UAS is controlled from an operator on the ground.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, TO REPEAL CITY ORDINANCE 88-124 KILLEEN MUNICIPAL AIRPORT RULES AND REGULATIONS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the existing Killeen Municipal Airport Rules and Regulations have been enacted since 1988; and

**WHEREAS**, the City Council of the City of Killeen desires to provide updated rules and regulations for airport operations; and

**WHEREAS**, the City Council of the City of Killeen believes it is in the best interest of the City of Killeen to delegate authority to the City Manager to adopt Airport rules and regulations;

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

**SECTION I.** That Ordinance 88-124, Killeen Airport Rules and Regulations, is hereby repealed.

**SECTION II:** That the authority to adopt Airport rules and regulations is hereby delegated to the City Manager.

**SECTION III:** That the City Council finds that the public notice and public hearing requirements of Section 38 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 27th day of June, 2017, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED**

---

Jose L. Segarra  
MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

---

Dianna Barker  
City Secretary

---

Kathryn H. Davis  
City Attorney



# SKYLARK FIELD RULES AND REGULATIONS

PH-17-034

June 20, 2017

# Rules and Regulations

2

- Existing rules and regulations established 1988
  - ▣ Killeen Municipal Airport
  - ▣ Mixed commercial and general aviation
- FAA new hangar-use policy June 2016
- Opportunity to rewrite documents
  - ▣ Two meetings with stakeholders
  - ▣ Written comments and recommendations

# Rules and Regulations

3

- ❑ No necessity for rules-regulations to be adopted by ordinance
- ❑ The authority to adopt Airport rules and regulations is hereby delegated to the City Manager.

# Alternatives

4

## □ Alternatives Considered

- ▣ 1. Amend existing rules-regulations with new FAA hangar-use requirements
- ▣ 2. Rewrite and replace the existing rules and regulations to reflect Skylark Field's mission and incorporate the FAA requirements

## □ Staff recommends alternative No. 2

- ▣ Staff recommends and chose alternative 2. Staff believes it prudent for a complete rewrite of the Airport's rules and regulations to reflect the change in the Airport's mission and name, to update existing policies and to incorporate the new FAA policies, and delegate Airport rules and regulation adoption authority to the City Manager

# Recommendation

5

- City Council approve an Ordinance rescinding Ordinance 88-124 and authorize the City Manager to execute any and all necessary documentation to adopt, enact, and enforce the new Skylark Field Rules and Regulations as well as any and all updates to those rules