



City of Killeen

Agenda

City Council Workshop

Tuesday, August 6, 2019

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

IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

Citizens Petitions and Information

1. [CP-19-009](#) Leo Gukeisen - Families in Crisis Homeless Shelter

Items for Discussion at Workshop

2. [DS-19-066](#) Discuss Agenda Items for the Regular City Council Meeting of August 13, 2019

Items for Regular City Council Meeting of August 13, 2019

Minutes

3. [MN-19-017](#) Consider Minutes of Regular City Council Meeting of July 23, 2019.

Attachments: [Minutes](#)

Resolutions

4. [RS-19-074](#) Consider a memorandum/resolution authorizing the procurement of a Microsoft Enterprise Agreement.

Attachments: [Staff Report](#)

[Quote](#)

[Certificate of Interested Parties](#)

[Presentation](#)

5. [RS-19-075](#) Consider a memorandum/resolution authorizing a Memorandum of Understanding with the Texas Counterdrug Task Force for two criminal analysts.

Attachments: [Staff Report](#)

[FY2019 Memorandum of Understanding](#)

[FY2020 Memorandum of Understanding](#)

[Presentation](#)

6. [RS-19-076](#) Consider a memorandum/resolution authorizing the submission of a Passenger Facility Charge application to the Federal Aviation Administration.

Attachments: [Staff Report](#)

[Project Descriptions](#)

[Presentation](#)

7. [RS-19-077](#) Consider a memorandum/resolution rescheduling the City Council meetings for October, November, and December 2019.

Attachments: [Staff Report](#)

[Current Meeting Schedule](#)

[Proposed Meeting Schedule](#)

Ordinances

8. [OR-19-016](#) Consider an ordinance amending the city's exterior lighting standards as contained in various sections of the Killeen Code of Ordinances Chapter 31, Zoning.

Attachments: [Staff Report](#)

[Ordinance](#)

[Response](#)

[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 August 2, 2019.

Lucy C. Aldrich, City Secretary

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

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

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City of Killeen

Legislation Details

File #: CP-19-009 **Version:** 1 **Name:** Citizens Petition
Type: Citizen Petition **Status:** Citizens Petitions
File created: 7/17/2019 **In control:** City Council Workshop
On agenda: 8/6/2019 **Final action:**
Title: Leo Gukeisen - Families in Crisis Homeless Shelter
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-19-066 **Version:** 1 **Name:** Discuss Agenda Items
Type: Discussion Items **Status:** Discussion Items
File created: 7/16/2019 **In control:** City Council Workshop
On agenda: 8/6/2019 **Final action:**
Title: Discuss Agenda Items for the Regular City Council Meeting of August 13, 2019
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: MN-19-017 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of July 23, 2019
Type: Minutes **Status:** Minutes
File created: 7/16/2019 **In control:** City Council Workshop
On agenda: 8/6/2019 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of July 23, 2019.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
Regular City Council Meeting
Killeen City Hall
July 23, 2019 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro Tem Jim Kilpatrick, Councilmembers, Juan Rivera, Gregory Johnson, Shirley Fleming, Debbie Nash-King (left the meeting at 5:56 p.m.) and Steve Harris

Also attending were City Manager Ron Olson, City Attorney Kathryn Davis, City Secretary Lucy Aldrich, and Sergeant-at-Arms Cole.

Absent: Councilmember Butch Menking

Reverend Rick Moore gave the invocation; and Councilmember Rivera 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 was seconded by Councilmember Fleming. The motion carried unanimously.

Minutes

Motion was made by Councilmember Fleming to approve the minutes of the July 9, 2019 Regular City Council Meeting. Motion was seconded by Mayor Pro Tem Kilpatrick. Motion carried unanimously.

Resolutions

RS-19-065 Consider a memorandum/resolution appointing council members to various boards and commissions.

Staff Comments: Kathy Davis

Per Section 3-10 (f), City Council Committees, of the Governing Standards and Expectations; following the annual City Council election, appointments to committees will be made by the Mayor, with the consent of the City Council. Since there were no changes to the elected officials following the 2019 General Election, Mayor Segarra reappointed councilmembers to the boards and commissions that they have been serving on.

Audit Committee

Current Member	Status	New Member	Comments
Jose Segarra	Council Member	Jose Segarra	Elected Mayor
Jim Kilpatrick	Council Member	Jim Kilpatrick	Elected Official Representative
Juan Rivera	Council Member	Juan Rivera	Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Butch Menking	Council Member	Butch Menking	Elected Official Rep (4 year term, expires 2020)

Killeen Economic Development Corp (KEDC)

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member	Jim Kilpatrick	Elected Official Representative
Shirley Fleming	Council Member	Shirley Fleming	Elected Official Representative
Jose Segarra	Council Member	Jose Segarra	Ex-Officio, Mayor's Designee

Killeen Sister Cities

Current Member	Status	New Member	Comments
Steve Harris	Council Member	Steve Harris	Elected Official Representative
Debbie Nash-King	Council Member	Debbie Nash-King	Elected Official Representative
Juan Rivera	Council Member	Juan Rivera	Elected Official Representative
Shirley Fleming	Council Member	Shirley Fleming	Ex-Officio, Mayor's Designee

Tax Increment Reinvestment Zone Number Two Board

Current Member	Status	New Member	Comments
Gregory Johnson	Council Member	Gregory Johnson	Council Representative
Debbie Nash-King	Council Member	Debbie Nash-King	Council Representative
Jose Segarra	Council Member	Jose Segarra	Council Representative

Central Texas Council of Governments (CTCOG)

Current Member	Status	New Member	Comments
Gregory Johnson	Council Member	Gregory Johnson	Alternate
Jose Segarra	Council Member	Jose Segarra	Council Representative

Development District Board of Central Texas

Current Member	Status	New Member	Comments
Juan Rivera	Council Member	Juan Rivera	City Representative

Transportation Planning Committee (K-T MPO)

Current Member	Status	New Member	Comments
Jose Segarra	Council Member	Jose Segarra	Council Representative
Gregory Johnson	Council Member	Gregory Johnson	Council Representative
Butch Menking	Council Member	Butch Menking	Council Representative

APPOINTMENT SUB-COMMITTEES:

Board of Adjustment - Construction

Current Member	Status	New Member	Comments
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-Committee Member
Shirley Fleming	Council Member	Shirley Fleming	Sub-Committee Member

Board of Adjustment - Fire Prevention Code

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member	Jim Kilpatrick	Sub-Committee Member
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-Committee Member

Board of Adjustment - Airport Hazard Zoning

Current Member	Status	New Member	Comments
Shirley Fleming	Council Member	Shirley Fleming	Sub-Committee Member
Steve Harris	Council Member	Steve Harris	Sub-Committee Member

Board of Adjustment - Zoning

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member	Jim Kilpatrick	Sub-Committee Member
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-Committee Member

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member	Jim Kilpatrick	Sub-Committee Member
Debbie Nash-King	Council Member	Debbie Nash-King	Sub-Committee Member

Senior Citizen Advisory Board

Current Member	Status	New Member	Comments
Steve Harris	Council Member	Steve Harris	Sub-Committee Member
Shirley Fleming	Council Member	Shirley Fleming	Sub-Committee Member

Bell County Health District

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council Member	Jim Kilpatrick	Sub-Committee Member
Steve Harris	Council Member	Steve Harris	Sub-Committee Member

Motion was made by Councilmember Nash-King to approve RS-19-065. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-19-066 Consider a memorandum/resolution appointing members to vacant and un-expired terms on various boards and commissions.

Comments: Kathy Davis, City Attorney.

Staff recommends that City Council appoint citizen members to fill vacancies and expired terms on boards and commissions that are having issues with meeting quorum requirements.

Animal Advisory Committee (Sub-comm: All Council)

Current Member	Status	New Member	Comments
Jerris Mapes	Change of Liaison	Joe Brown	City Official

Heritage Preservation Board (Sub-comm: All Council)

Current Member	Status	New Member	Comments
Robin DeHart	Resigned	Sean Payton	Citizen Rep (un-expired term 17-20)
Annette Lucksinger	Resigned	Vivian Bark	Citizen Rep (un-expired term 17-20)
Jordan Smith	Resigned	James Crossman	Citizen Rep (un-expired term 16-19)

Tax Increment Reinvestment Zone (TIRZ #2) (Sub-comm: All Council)

Current Member	Status	New Member	Comments
Tim Brown	No longer w/ Bell Co.	Bobby Whitson	Bell County Rep
John Fisher	No longer w/ Bell Co.	John Driver	Bell County Rep
Rex Weaver	Term Expired 2018	Rex Weaver	Central Tx College Rep (reappoint)

Motion was made by Councilmember Rivera to approve RS-19-066. Motion was seconded by Councilmember Johnson. Motion carried unanimously.

RS-19-067 Consider a memorandum/resolution approving amendments to T-Mobile leases for cell sites at Fire Stations 3, 5 and 7.

Staff Comments: Kathy Davis, City Attorney.

T-Mobile is proposing amendments to each lease. Station 3: T-Mobile proposes to extend the number of lease extensions to six, meaning the lease would expire in 2055. The city would receive a one-time 10% rent increase, increasing rent to \$1,019. The 15% renewal increase in 2020 would raise the rent to \$1,171. Station 5: T-Mobile proposes to extend the term of the lease to 2055 to match the other two lease amendments. The amendment also allows T-Mobile an option to lease an additional 200 square feet at station 5 at a location to be agreed upon by both parties and with increased rent at the per square foot amount being paid by T-Mobile at the time the of the election. Station 7: T-Mobile proposes to extend the number of lease extensions to six, meaning the lease would expire in 2055. The city would receive a one-time 10% rent increase, increasing rent to \$1,651. The 15% renewal increase in 2020 would raise the rent to \$1,899. The amendment also allows T-Mobile an option to lease an additional 700 square feet at station 7 at a location to be agreed upon by both parties and with increased rent at the per square foot amount being paid by T-Mobile at the time the of the election. For each location, T-Mobile will pay a \$5,000 signing bonus within 60 days of execution of the lease amendments, for a total of \$15,000. Staff recommends that the City Council approve amendments to cell site leases with T-Mobile and fire stations 3, 5 and 7 and authorize the City Manager to execute the necessary lease documents.

Motion was made by Councilmember Fleming to approve RS-19-067. Motion was seconded by Councilmember Harris. Motion carried unanimously.

RS-19-068 Consider a memorandum/resolution to recommend to the Employee Benefits Trust the selection of employee medical and dental insurance benefits effective October 1, 2019.

Staff Comments: Eva Bark, Executive Director of Human Resources.

All benefits are reviewed annually to ensure that both the City and employees are receiving the best product for the best price. The City requested renewal quotes from UHC for both fully insured and self-funded platforms. After a thorough analysis of the medical insurance options, it is requested that the City Council make a recommendation to the City of Killeen Employee Benefit Trust to select the UHC Navigate fully insured plan options for the 2019 plan year. With this selection, the cost for healthcare would increase by 4% and the plan would change from the UHC Choice to UHC Navigate plan design. The main difference between current plan year UHC Choice and proposed UHC Navigate is that insured members will have to be referred by their primary care physician in order to be seen by a specialist physician. The current UHC Choice plan does not require a referral. The proposed UHC Navigate plan would also require out-of-area dependents to have an in-area primary care physician. The UHC Navigate plan options increases the employee-only premium from \$421.78 per month to \$438.65 per month. Dental is also reviewed annually. Last year Lincoln provided a two (2) year rate guarantee. Therefore, dental will not have a financial impact for FY20 and the City will continue to offer two dental plans with Lincoln at the same cost. It is requested

that the City Council make a recommendation to the City of Killeen Employee Benefit Trust to select both plans offered by Lincoln.

Motion was made by Councilmember Rivera to approve RS-19-068. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-19-069 Consider a memorandum/resolution authorizing an enterprise licensing agreement with Azteca Systems, LLC. for Cityworks software.

Staff Comments: Willie Resto, Executive Director of Information Technology. The City currently owns 65 Cityworks Asset Management System (AMS) licenses at an annual maintenance cost of \$45,540. The annual license and maintenance agreement was renewed in February 2019. Since then, an additional 20 licenses have been requested from various departments. If purchased individually, each license will cost \$1,000 which will bring the total of licenses purchased this fiscal year to \$65,540. An Enterprise License Agreement (ELA), which allows unlimited licenses, costs \$60,000. Staff recommends that City Council authorize the City Manager, or designee, to execute an Enterprise Licensing Agreement with Azteca Systems, LLC, and further that the City Manager, or designee be expressly authorized to execute any and all change order or supplemental agreements within amounts set by state and local law.

Motion was made by Councilmember Nash-King to approve RS-19-069. Motion was seconded by Councilmember Johnson. Motion carried unanimously.

RS-19-070 Consider a memorandum/resolution authorizing the purchase of various traffic signal components through Iteris, Inc.

Staff Comments: Danielle Singh, Executive Director of Public Works. The City of Killeen currently provides monthly maintenance on ninety-six (96) intersections. The city currently has seventy-two (72) of these intersections connected to and communicating with the Traffic Management Center. Street Operations will be processing the remaining twenty-four (24) intersections to allow for communication capabilities to the Traffic Management Center. Communications allow for troubleshooting, diagnostics, clock synchronization, and coordination of timing for each intersection. City staff recommends that City Council authorize the City Manager or designee to enter into a Purchase Agreement with Iteris, Inc., to allow for the purchase of components that will allow communications of twenty-four (24) traffic intersections with the Traffic Management Center. City staff further recommends that City Council authorize the City Manager or designee to execute any and all changes within the amounts set by State and Local law.

Motion was made by Councilmember Nash-King to approve RS-19-070. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-19-071 Consider a memorandum/resolution authorizing an updated traffic signal maintenance agreement with the Texas Department of Transportation and terminate the existing agreement.

Staff Comments: Danielle Singh, Executive Director of Public Works.

In 1978, the City of Killeen and the Texas Department of Transportation (TxDOT) entered into a maintenance agreement to establish mutual rights and duties with regard to the installation and maintenance of traffic signals on State Highways within the City Limits. This agreement has been amended several times with 2 supplemental agreements adopted. TxDOT has requested that the current agreements be terminated while simultaneously executing a new Traffic Signal Maintenance Agreement that would include any and all revisions to date. City staff recommends that City Council authorize the City Manager or designee to terminate the current agreement and two (2) supplemental agreements and simultaneously execute a new Traffic Signal Maintenance Agreement that would include any and all revisions to date and to execute any and all changes within the amounts set by State and Local law.

Motion was made by Councilmember Fleming to approve RS-19-071. Motion was seconded by Councilmember Nash-King. Motion carried unanimously.

RS-19-072 Consider a memorandum/resolution to adopt the fiscal year 2020-2024 Capital Improvements Program.

Staff Comments: Danielle Singh, Executive Director of Public Works.

The Capital Improvements Program (CIP) was developed to establish a long-term commitment to the capital projects necessary to protect the health, safety, and welfare, and to sustain and improve the quality of life of the citizens of Killeen. The Fiscal Year 2020-2024 CIP for the City of Killeen is a comprehensive document that provides a five-year outlook for capital projects. Once adopted, this document will serve as the guide for the preparation of the capital budget. City staff recommends that the City Council adopt the City of Killeen Fiscal Year 2020-2024 Capital Improvements Program.

Motion was made by Councilmember Rivera to approve RS-19-072. Motion was seconded by Councilmember Nash-King. Motion carried 4 to 3 with Mayor Segarra breaking a tie vote. Councilmember Fleming, Councilmember Johnson, and Councilmember Harris voted in opposition.

Ordinances

OR-19-013 Consider an ordinance amending Chapter 32, Article 1 Municipal Drainage Utility System by providing for a rate model based on impervious cover.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, AMENDING CHAPTER 32, ARTICLE I, MUNICIPAL DRAINAGE UTILITY SYSTEM, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, PROVIDING FOR CHANGES IN DRAINAGE FEES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Danielle Singh, Executive Director of Public Works.

The City of Killeen originally established the Municipal Drainage Utility System in October 2001. At that time, the drainage rates were based solely on classification of residential and non-residential zoning. The current drainage rate methodology was adopted in 2005. The current methodology is based on both zoning and parcel size. Drainage Rates have recently been successfully challenged in Texas courts where rates were not closely connected to the actual impact of each property on the drainage system. Staff recommends amending the ordinance, which provides for an impervious surface based methodology to be adopted and uniformly applied to all drainage utility customers.

Motion was made by Councilmember Nash-King to approve OR-19-013. Motion was seconded by Mayor Pro Tem Kilpatrick. Motion carried 4 to 3 with Mayor Segarra breaking a tie vote. Councilmember Fleming, Councilmember Johnson, and Councilmember Harris voted in opposition.

OR-19-014 Consider an ordinance amending Chapter 8, Division 1, Permit Fees by replacing certain value-based building permit fees with flat rate fees and square footage-based fees.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; REPLACING CERTAIN VALUE-BASED BUILDING PERMIT FEES WITH FLAT RATE FEES AND SQUARE FOOTAGE BASED FEES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Tony McIlwain, Assistant Director of Planning and Development Services.

The Texas Legislature recently passed House Bill 852 amending Texas Local Government Code Section 214.907 to prohibit the consideration of the value of a dwelling or the cost of construction or improving a dwelling in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling. The bill was signed by the governor on May 21, 2019, and it is effective immediately. The City's current permit fees associated with repair, remodel, and improvement to dwelling units are value based fees. City staff is recommending changes to convert these fees to flat fees and square footage fees to comply with the new law.

Motion was made by Mayor Pro Tem Kilpatrick to approve OR-19-014. Motion was seconded by Councilmember Nash-King. Councilmember Johnson amended the motion to include the using the alternate re-roof repair fee structure. Amended motion was seconded by Councilmember Rivera. Amended motion carried unanimously. Main motion carried unanimously.

OR-19-015 Consider an ordinance amending Chapter 28 of the City of Killeen's Code of Ordinances by codifying the maximum speed limit on certain sections of SH195, SH201, Featherline Rd., and East Trimmier Rd.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 28, TRAFFIC, ARTICLE IX, MISCELLANEOUS RULES OF THE CITY OF KILLEEN'S CODE OF ORDINANCES BY CODIFYING THE MAXIMUM SPEED LIMIT ON CERTAIN SECTIONS OF SH 195, SH 201, FEATHERLINE ROAD, AND EAST TRIMMIER ROAD; PROVIDING A PENALTY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Danielle Singh, Executive Director of Public Works.

In February 2019, Ordinance No. 19-003 was approved amending Chapter 28 of the City of Killeen's Code of Ordinances and codifying most of the City's existing speed limits that vary from prima facie speed limits pursuant to state law. After the ordinance was approved, it was discovered that the ordinance does not take into account the current northern city limits on SH 201 and the southern city limits on SH 195. Also, in order to address roadway safety concerns based on citizen input, a speed study has been conducted on Featherline Rd. and East Trimmier Rd and the determination of that study reduces the speed limit on Featherline and East Trimmier. The proposed ordinance would correct any oversights and codify existing posted speed limits for certain sections of the various areas. City Staff recommends that the Ordinance amending Chapter 28 of the City of Killeen's Code of Ordinances by codifying the maximum speed limit on certain sections of SH195, SH201, Featherline Rd., and East Trimmier Rd., be approved.

Motion was made by Councilmember Fleming to approve OR-19-015. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Public Hearings

PH-19-023 **HOLD** a public hearing and consider an ordinance requested by Igor, L.L.C. (**Case #Z19-14**) to rezone part of Lot 1, Block 14, Skyline Terrace 2nd Extension, from R-1" (Single-Family Residential District) and "R-3" (Multifamily Residential District) to "B-3" (Local Business District). The property is addressed as 601 W. Central Texas Expressway, 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 PART OF LOT 1, BLOCK 14, SKYLINE TERRACE 2ND EXTENSION, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) AND "R-3" (MULTIFAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain, Assistant Director of Planning and Development Services.

Staff notified fifty-three (53) surrounding property owners within a four hundred feet (400') notification boundary. Staff has received no responses from surrounding property owners. Staff recommends that the City Council approve the

applicant's "B-3" zoning request. The Planning and Zoning Commission recommended approval of the applicant's "B-3" zoning request by a vote of 4 to 0.

Mayor Segarra invited the applicant to speak.

Todd Hays with Igor, LLC spoke in favor of the request.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Johnson to approve PH-19-023. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

PH-19-024 HOLD a public hearing and consider an ordinance submitted by Mesa Verde Developers, L.P. (**FLUM#19-09**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'General Commercial' and 'Rural' to 'General Residential' for approximately 26.93 acres of property located directly south of Renick Ranch Road and near the 1600 block of W. Stan Schlueter Loop (FM 3470), Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'GENERAL COMMERCIAL' AND 'RURAL' TO 'GENERAL RESIDENTIAL' FOR 26.93 ACRES FOR PROPERTY LOCATED DIRECTLY SOUTH OF RENICK RANCH ROAD AND NEAR THE 1600 BLOCK OF W. STAN SCHLUETER LOOP (FM 3470), KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Tony McIlwain, Assistant Director of Planning and Development Services.

The applicant intends to petition the City for voluntary annexation of the property into the municipal corporate limits and develop the property for housing. Staff recommends that the FLUM designation be changed to 'General Residential' ('GR') for the entire 26.93 acres being requested. The Planning and Zoning Commission recommended approval of a 'General Residential' FLUM designation for the subject property by a vote of 3 to 1, with Commissioner Gukeisen opposed to the motion.

Mayor Segarra invited the applicant to speak.

The applicant did not speak when invited.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Rivera to approve PH-19-024. Motion was seconded by Mayor Pro Tem Kilpatrick. Motion carried 4 to 1 with Councilmember Harris in opposition.

PH-19-025 HOLD a public hearing and consider an ordinance adopting the 2019-2020 Annual Action Plan; a substantial amendment to the 2018-19 Annual Action Plan; and authorizing an application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (Final Public Hearing)

The City Secretary read the caption of the ordinance.

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2019-2020 ANNUAL ACTION PLAN; ADOPTING A SUBSTANTIAL AMENDMENT TO THE 2018-2019 ANNUAL ACTION PLAN; AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$944,218.00 IN FY2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR AND CURRENT YEAR PROGRAM INCOME AND REPROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$957,568.08 OF CDBG FUNDS; AUTHORIZING AN APPLICATION FOR AND ALLOCATION OF \$410,861.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND FY2019-2020 ANTICIPATED PROGRAM INCOME FUNDS FOR A TOTAL EXPENDITURE OF \$460,682.73 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff comments: Leslie Hinkle, Director of Community Development.

The City of Killeen will receive \$944,218.00 from the U.S. Department of Housing and Urban Development (HUD) for FY 2019-2020 CDBG program activities. In addition, \$13,350.08 in funds from completed CDBG projects and prior and current year program income is available for use, providing a total of \$957,568.08 for FY 2019-2020 CDBG activities. The City will also receive \$410,861.00 from HUD for FY 2019-2020 Home Investment Partnerships (HOME) Program activities. \$49,821.73 in anticipated program income to the HOME program is available for use, providing a total of \$460,682.73 for FY 2019-2020 HOME activities. Two community planning meetings were held February 6 and 21, 2019, resulting in identification and prioritization of housing and community needs. Funding applications were submitted by the deadline date of March 29, 2019, and were presented to the Community Development Advisory Committee (CDAC) on May 1 and 2, 2019. CDAC also considered a proposal from staff regarding a substantial program amendment to the FY2018-2019 Annual Action Plan to amend the use of CDBG funds for the Bob Gilmore Senior Center by amending the use from rehabilitation of the existing structure to construction of a new facility on the same property; and, amending the use of HOME funds from the First Time Homebuyer Assistance Program with Repairs to the First Time Homebuyer Assistance Program (purchase assistance only). CDAC Representative, TaNeika Driver-Moultrie briefed City Council on the applicants' requests vs. CDAC's recommendations. City staff recommends that City Council hold the first of two public hearings and continue acceptance of citizen comments and participation in the development of the 2019-20 Community Development Annual Action Plan. The second public hearing is scheduled for July 23, 2019.

Mayor Segarra opened the public hearing.

Marina Tharpe, Central Texas 4C, Inc - spoke in favor of the request.

Billy Brown, Monarch Education - spoke against the request.
Daniel Hall, Clements Boys and Girls Club - spoke in favor of the request.
Karl Green, Clements Boys and Girls Club - spoke in favor of the request.
Maureen Jouett, Bring Everyone in the Zone - spoke in favor of the request.
Michelle Lambert - spoke neither for nor against the request.
Jason McMillian - requested that sidewalks be repaired in north Killeen.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Rivera to table PH-19-025 for two weeks bringing item back to workshop followed by a special meeting to take action. Motion was seconded by Councilmember Johnson. Motion carried 4 to 1 with Councilmember Fleming in opposition.

Prior to adjournment Mayor Segarra announced that immediately following this regular meeting a meeting of the Employee Benefit Trust would be held and that the scheduled special workshop to follow is being cancelled.

Adjournment

With no further business, upon motion being made by Mayor Pro Tem Kilpatrick, seconded by Councilmember Rivera, and unanimously approved, the meeting was adjourned at 7:02 p.m.



City of Killeen

Legislation Details

File #:	RS-19-074	Version:	1	Name:	Microsoft Enterprise Agreement
Type:	Resolution	Status:		Status:	Resolutions
File created:	7/1/2019	In control:		In control:	City Council Workshop
On agenda:	8/6/2019	Final action:		Final action:	
Title:	Consider a memorandum/resolution authorizing the procurement of a Microsoft Enterprise Agreement.				
Sponsors:	Information Technology Department				
Indexes:					
Code sections:					
Attachments:	Staff Report				
	Quote				
	Certificate of Interested Parties				
	Presentation				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: August 6, 2019

TO: Ronald L. Olson, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Microsoft Enterprise Agreement

BACKGROUND AND FINDINGS:

The City's current versions of productivity software (Microsoft 2010, Exchange 2010, Server 2008, Windows 7) are at least three generations removed from the latest version. Replacement of this enterprise software has been a part of the infrastructure backlog for several years. Not replacing poses a number of security and compatibility risks, particularly corresponding with parties outside of the city. Microsoft no longer provides product support of these outdated versions and the City's workforce is unable to take advantage of new and advanced features and functionality available in the current software version.

Microsoft Corporation requires organizations who use their software to maintain proper licensing for computer and server operating systems, applications and desktop software. In support of this requirement, Microsoft offers several licensing models from single purchases used primarily by individuals and small organizations up to Enterprise Agreements (EAs) used by large organizations. This approach allows bundling of select products and services into a single program that gives the flexibility and control to optimize software licensing needs for organizational and customer benefit.

The City's Enterprise Agreement Comprehensive licensing and technical support model that provides a variety of benefits, including:

- Regular software upgrades cost (software assurance) for any and all new release of Office applications, Windows desktop operating systems, server product licensing, SharePoint and other specialized software at no additional cost during the term of the agreement
- Fixed pricing provides the ability to predict annual budgetary impacts over multiple years
- Ability to globally manage products, licensing entitlement and service in the City's environment through the use of system management and deployment tools
- Streamlines the license purchasing process to ensure timely delivery of IT projects and
- Allows the City to add or remove various products at any time as technology needs evolve through an annual "true-up" payment using discounted pricing established at the start of the agreement.

THE ALTERNATIVES CONSIDERED:

1. Do not purchase software licenses and continue to be three generations behind and out of licensing compliance.
2. Purchase traditional on-premise Microsoft Office, Exchange Server (Email), Windows 10 and Server Client Access Licensing productivity software: The one-time cost will be approximately \$640,000 for the licensing alone and \$100,000 for hardware equipment. The City would be required to invest in considerable hardware to store and retain data at the same levels as Microsoft.
3. Enter into a Microsoft Enterprise License Agreement for a 3-year term for \$482,267.

Changing from a Microsoft solution is not considered practical due to the cost of implementation, data conversion, and training required.

Which alternative is recommended? Why?

Staff recommends the Microsoft Enterprise Agreement solution because it will assist the City through the use of technology to become more productive with current software versions and assures the City will be compliant of Microsoft's licensing requirements. This agreement will allow controls over software licensing elements to manage software assets and to pass compliance audits while maintaining the most cost-effective program for the City.

CONFORMITY TO CITY POLICY:

The City of Killeen is a member of several purchasing cooperatives that are in compliance with the Texas Local Government Code section 271.102. Purchases made through a cooperative satisfy the competitive bid requirement.

FINANCIAL IMPACT:

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

The FY19 cost for the Microsoft Enterprise Agreement utilizing the Texas Directory of Information Resources (DIR) TSO 4092 contract is \$482,267.08. The cost will remain the same for the next two fiscal years.

Is this a one-time or recurring expenditure?

The Microsoft Enterprise Agreement is a recurring expense.

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

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

Yes, funds are available in the following accounts: 349-2705-419.61-40, 349-3435-432.69-05, 387-3435-432.69-05, 388-3465-439.69-05, and 375-3448-434.69-05.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee to execute a contract for the procurement of Microsoft Enterprise Agreement from SHI Government Solutions using the DIR Contract, and further that that the City Manager, or designee be expressly authorized to execute any and all change orders or supplemental agreements within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties



Pricing Proposal
 Quotation #: 17375144
 Created On: Jul-02-2019
 Valid Until: Aug-30-2019

CITY OF KILLEEN

Willie Resto

Phone:
 Fax:
 Email: wresto@killeentexas.gov

Inside Account Manager

Rich Lettiere

1301 S. Mo-Pac Expressway Suite 375
 Austin TX, 78746
Send PO's to Texas@SHI.com
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4ES-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	300	\$26.52	\$7,956.00
2 O365AdvThrtPrtctPln1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3GU-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	10	\$18.72	\$187.20
3 O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	300	\$78.60	\$23,580.00
4 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	1300	\$216.12	\$280,956.00
5 CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12415 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	1300	\$18.36	\$23,868.00
6 CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	300	\$19.20	\$5,760.00
7 SQLCAL ALNG LicSAPk MVL DvcCAL	25	\$78.59	\$1,964.75

Microsoft - Part#: 359-00765
Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Note: Year 1 of 3

8	SQLCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: 359-00960 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	35	\$78.59	\$2,750.65
9	SQLSvrStd ALNG LicSAPk MVL Microsoft - Part#: 228-04437 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	10	\$337.26	\$3,372.60
10	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EM-00562 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	196	\$41.75	\$8,183.00
11	WinE3 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-10798 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	1300	\$57.96	\$75,348.00
12	WinE3 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10787 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	300	\$60.96	\$18,288.00
13	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Note: Year 1 of 3	104	\$288.97	\$30,052.88
			Total	\$482,267.08

Additional Comments

Service Level Agreements:

1. Quotes: Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. Orders: All valid orders will be processed within 24 hours.

3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SHI Government Solutions
Austin, TX United States

Certificate Number:
2019-518970

Date Filed:
07/19/2019

Date Acknowledged:

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

City of Killeen

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

DIR-TSO-4092
Microsoft EA

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

5 Check only if there is NO Interested Party.



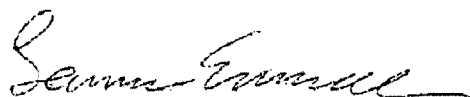
6 UNSWORN DECLARATION

My name is Lauren Emanuele, and my date of birth is _____.

My address is 1301 S. MoPac Expressway, Suite 375, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 22nd day of July, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

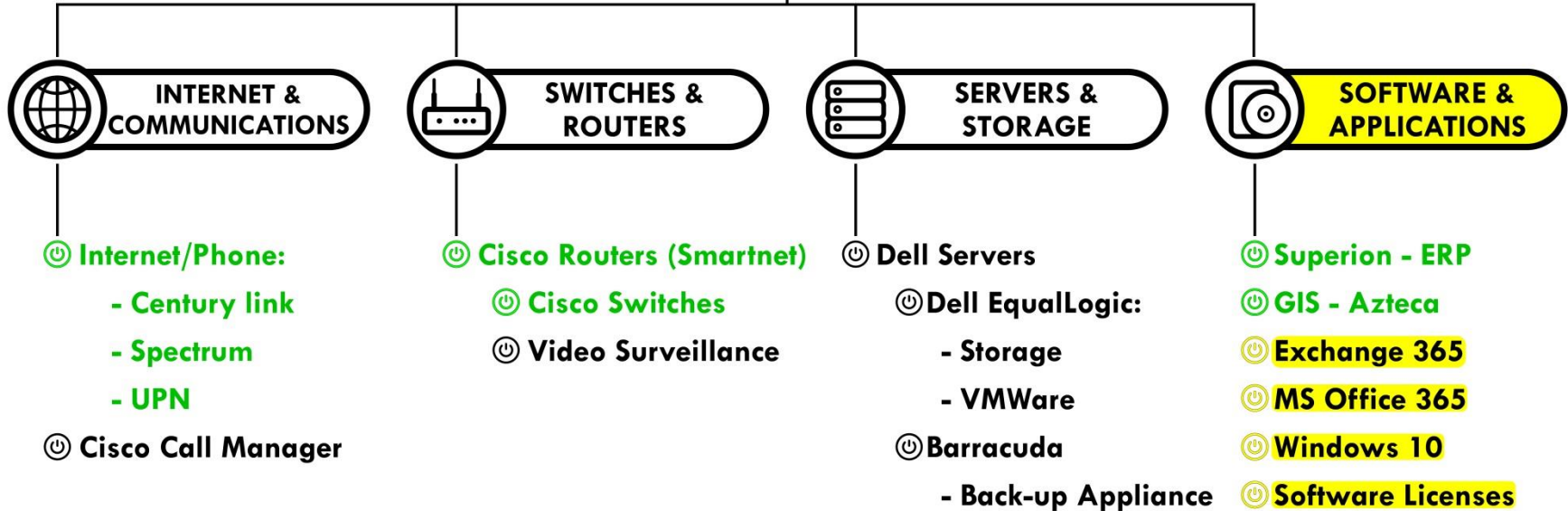


MICROSOFT ENTERPRISE LICENSE AGREEMENT (EA)

RS-19-074

August 6, 2019

TECHNOLOGY INFRASTRUCTURE



Background

3

- The City's current versions of Microsoft productivity software are at least three generations removed from the latest version
- Replacement of this enterprise software has been a part of the infrastructure backlog for several years, and poses a number of security and compatibility risks
- Microsoft Corporation requires that organizations who use their software to maintain proper licensing for computer, server operating systems, applications and desktop software

Enterprise License Agreement

4

- Streamline license management with a single organization-wide agreement
- Respond to the rapidly changing technological landscape by accessing the latest versions of cloud and on-premises software
- Get 24x7 technical support, planning services, end-user and technical training, as well as unique technologies with Software Assurance.

Alternatives

5

- Do not approve the purchase any software licenses
 - ▣ The City will continue to be 3 generations back and out of licensing compliance
- Purchase Select Plus License for a 3-year term of \$640,000
 - ▣ The City would be required to invest in considerable hardware cost to store and retain data at the same levels as Microsoft.
- Enter into Microsoft Enterprise License Agreement for a 3-year term of \$482,267
 - ▣ This will provide the City with the latest versions of software and proper licensing

Recommendation

6

- Staff recommends the City Council authorize the City Manager, or designee to execute a contract for the procurement of a Microsoft Enterprise Agreement from SHI Government Solutions using the DIR contract, and further that the City Manager, or designee be expressly authorized to execute any and all change orders or supplemental agreement within the amounts set by state and local law.



City of Killeen

Legislation Details

File #: RS-19-075 **Version:** 1 **Name:** MOU Texas Counterdrug Task Force
Type: Resolution **Status:** Resolutions
File created: 7/22/2019 **In control:** City Council Workshop
On agenda: 8/6/2019 **Final action:**
Title: Consider a memorandum/resolution authorizing a Memorandum of Understanding with the Texas Counterdrug Task Force for two criminal analysts.
Sponsors: Police Department
Indexes: MOU
Code sections:
Attachments: [Staff Report](#)
[FY2019 Memorandum of Understanding](#)
[FY2020 Memorandum of Understanding](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: July 19, 2019
TO: Ronald L. Olson, City Manager
FROM: Charles F. Kimble, Chief of Police
SUBJECT: MOU with the Texas Counterdrug Task Force

BACKGROUND AND FINDINGS:

The Killeen Police Department has requested assistance from the Texas Counterdrug Task Force in the form of two crime analysts to assist in combating drug related criminal activity as well as any investigative support or assets they can provide.

The Texas Counterdrug Task Force has approved the request for the support at no cost to the City or Department for the remainder of FY 2019 and all of FY 2020 in the form of a Memorandum of Understanding for each fiscal year. At the end of the term, the resources being provided will go away and the City will have no financial obligation.

THE ALTERNATIVES CONSIDERED:

Not approve the MOU

Modify the MOU

Approve the MOU as written

Which alternative is recommended? Why?

Staff recommends that City Council approve the MOU as written. This will provide, at no cost to the City, two crime analysts to aid in combating crime, which will allow the department to be more effective with timely intelligence and real time data.

CONFORMITY TO CITY POLICY:

The MOU conforms to City Policy

FINANCIAL IMPACT:

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

There is no fiscal impact, there are no costs associated with this MOU.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends the City Council approve the Memorandums of Understanding with the Texas Counterdrug Task Force and authorize the City Manager or his designee to execute the agreement.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

FY2019 Memorandum of Understanding
FY2020 Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS JOINT COUNTERDRUG TASK FORCE
AND
KILLEEN POLICE DEPARTMENT

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

1. REFERENCES:

- a. NGR 500-2/ANGI 10-801, National Guard Counterdrug Support, 29 Aug 08
- b. CNGBI 3100.01A, National Guard Counterdrug Support, 22 June
- c. Title 32, United States Code §112, National Guard Drug Interdiction and Counter-Drug Activities, 3 Jan 12
- d. Title 32, United States Code §502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training
- e. Memorandum, National Guard Bureau, 2 August 2017, subject: FY 2018 Counterdrug Criminal Analyst Guidance

2. PURPOSE: This Memorandum of Understanding (MOU) sets forth the agreed terms and conditions of support to a Law Enforcement Agency (LEA) by the Joint Counterdrug Task Force (JCDTF) at the direction of the Counterdrug Coordinator (CDC). In general, the JCDTF will provide counter-drug support to federal, state, and local law enforcement agencies when requested in writing, subject to funding, and when a drug nexus is apparent. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. It is understood among the parties to this agreement that LEA requests for Counterdrug support may include multi-agency, federal, state, and local cooperative law enforcement efforts.

3. AUTHORITY: This MOU is entered into by the Texas Joint Counterdrug Task Force pursuant to the authority contained in Title 32, United States Code §112 and Title 32 United States Code §502(f) and using guidance contained in NGR 500-2/ANGI 10-801.

4. PERIOD OF MOU: This MOU is effective for the following period:

Start Date: 10 JULY 2019 End Date: 30 September 2019

FOR OFFICIAL USE ONLY

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

5. DRUG NEXUS: By executing this MOU, the supported LEA certifies that JCDDTF personnel will only engage on projects or operations that have a drug nexus.

6. PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:

a. Personnel: The Joint Counterdrug Task Force is not a LEA and JCDDTF personnel are not law enforcement officers.

(1) Request for Support: As the JCDDTF is not a LEA; any involvement of the JCDDTF in support of a LEA must be in response to a request for support.

(2) Support Role: It is clearly understood by both parties to this agreement that JCDDTF personnel are not sworn police officers and those personnel who are assigned to work with the LEA are assigned in a support role.

(3) Transfers of JCDDTF Personnel: While the JCDDTF will attempt to provide continuity by leaving JCDDTF personnel in place, movement of JCDDTF personnel is at the sole discretion of the CDC.

b. Equipment:

(1) The loaning of JCDDTF equipment to the LEA will be in accordance with applicable laws and regulations and is at the discretion of the CDC. Likewise, the loaning LEA equipment to the JCDDTF is at the discretion of the LEA.

(2) All loans of equipment will be documented in writing with at least the following information: full description of the item(s); condition at the time of the loan; length of time of the loan; location to which the item is to be returned

(3) Both parties to this agreement will contact the other party as soon as possible to report any damage caused to loaned equipment.

(4) Unless contrary to law or regulation, each party agrees to be financially responsible for any damage to the equipment of the other party, caused by the borrowing party's personnel through negligent conduct or willful misconduct.

7. REPORTING PROCEDURES:

a. Joint Counterdrug Task Force personnel will input statistical results into Full Time Support Management Control System (FTSMCS) for inclusion in required reports/records.

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SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

b. The JCDTF will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with NGR 500-2/ANGI 10-801.

c. Information provided to the JCDTF by the LEA will not be released to non DOD sources unless in accordance with supported duties in the taskforce and approved by the custodian of the information.

8. COMMAND AND CONTROL:

a. Joint Counterdrug Task Force personnel will be under the command and control of the CDC at all times. The supported LEA will notify the CDC immediately in the event that any JCDTF personnel are injured or suspected of misconduct. Personnel may be recalled at any time due to emergencies or other operational necessities. The CDC has the sole discretion to approve or deny modifications to a LEA support request.

b. Joint Counterdrug Task Force personnel will be under the direct supervision of the supported agency for all assigned duties. Joint Counterdrug Task Force personnel will also maintain a military chain of command. The military chain of command will take precedence at all times.

c. The JCDTF will handle all personnel management processes.

9. SCOPE OF OPERATIONS:

a. Joint Counterdrug Task Force personnel will operate in accordance with a LEA support request as approved by the CDC.

b. Requests for information (RFI) received from external entities.

(1) Joint Counterdrug Task Force personnel may be asked to review RFIs from Geographic Combatant Commands and subordinate commands. We request that your agency support these requests as necessary. Your agency's rules for dissemination will be implemented at all times. This supports a whole of government approach to counter threats to U.S. national security posed by drug smuggling and other illicit activities while balancing limited DoD resources.

(2) Joint Counterdrug Task Force personnel assigned to Killeen Police Department under the authority of this MOU may be asked to support an RFI formally submitted by an authorized component of a Combatant Command or subordinate entity. Information maintained, entrusted to, stored, collated, or collected by Killeen Police Department and/or its law enforcement partners shall at-all-times be controlled and protected from improper disclosure or dissemination.

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SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

(3) When a RFI is received by the National Guard or its members and before any information is gathered, reviewed, aggregated and/or disclosed, the National Guard will receive approval from a Killeen Police Department ASAC or FIM (or his/her designee) that the information can be collected or provided. The Killeen Police Department ASAC or FIM (or his/her designee) may also require that any final product prepared by National Guard personnel be submitted for review by Killeen Police Department before it is disclosed or disseminated.

(4) Information provided in response to an RFI shall be limited to statistical or numeric data collection or general compilations or generic aggregations of information. Any information provided shall be devoid of personally identifiable data, case-sensitive or classified information, investigative techniques or methods, and/or any identifiable information concerning or arising from an open case or pending prosecution (including matters which may be on appeal).

10. FORCE PROTECTION AND USE OF FORCE:

a. Prior to beginning the mission, the supported LEA will provide the JCDTF with all known information regarding potential or actual threats and hazards to personnel and equipment. Joint Counterdrug Task Force personnel will operate under and comply with the RUF orders established by the The Adjutant General for the State of Texas. Only specifically authorized JCDTF personnel shall carry issued weapons. Each LEA will follow their own policy concerning firearms discharge and use of deadly force. Joint Counterdrug Task Force personnel should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.

b. Joint Counterdrug Task Force personnel have the right to use force only, if necessary, to defend themselves or in the defense of others. The member can only use the amount of force necessary to achieve self-protection or preservation. Members are only to use deadly force if all lesser means of force have been exhausted or are unavailable, will only use the minimum force immediately necessary to defend against the unlawful use of deadly force and only if the risk of injury to innocent persons or bystanders is not increased by the use of deadly force.

11. PUBLIC AFFAIRS:

a. Information released to the media concerning JCDTF assistance to a LEA or JCDTF participation in drug law enforcement missions will be coordinated between the LEA and JCDTF public affairs/information officers. Participating JCDTF personnel or specific units will not be identified by name, address or photograph unless cleared

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through the CDC who will be responsible for obtaining a release through applicable National Guard channels.

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

b. The lead party for the dissemination of information will be the LEA and therefore members of the JCDTF will refer all questions from the media to the LEA for reply. The JCDTF public affairs office may provide guidance on issues specific to the National Guard as appropriate.

12. SAFETY: The safety of JCDTF personnel is the primary concern of the CDC and will be emphasized in planning and during all operations. The successful accomplishment of all JCDTF support missions with minimum risk will be the main goal. Joint Counterdrug Task Force personnel will adhere to CDC's safety policy at all times. Joint Counterdrug Task Force personnel should not knowingly be sent to or directed to enter a hostile environment where there is a high probability of encountering life threatening situations or direct contact with suspects.

13. WARRANTS/LEGAL REQUIREMENTS: The supported LEA shall ensure that all legal requirements, including obtaining warrants, are fulfilled. The supported LEA recognizes that JCDTF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. Joint Counterdrug Task Force personnel will not be utilized for or participate in unauthorized surveillance activities. Information or data obtained by the JCDTF, as a result of work done in support of the LEA, will be passed on immediately, as obtained, to the LEA and will not be stored or maintained by JCDTF personnel or in National Guard facilities. Procedures to be utilized for reporting such information will be established by the LEA in accordance with internal practices and procedures. The LEA will be responsible for follow-up on any such information. Information gathered by members of the JCDTF will be given adequate classification consideration.

14. ARREST, SEARCHES, SEIZURES AND EVIDENCE:

a. Joint Counterdrug Task Force personnel will not, except in exigent circumstance, directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. Additionally, JCDTF personnel do not enter into the chain of custody of evidence, but may provide the LEA officers with technical support for digital evidence extraction, preservation, and analysis.

b. All activities performed by JCDTF personnel shall be strictly limited to support of LEA counterdrug operations. Joint Counterdrug Task Force personnel shall not collect, retain, or disseminate information on United States persons or store LEA sensitive products on JCDTF databases. Absent exigent circumstances, JCDTF personnel shall not participate in the apprehension of suspects, or search of any property. Jonit

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Counterdrug Task Force personnel may support digital forensic efforts after the 4th amendment search and seizure has been executed by the LEA.

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

c. JCDTF personnel will not be deputized or cross-designated with Title 21 investigative authority.

15. SUBPOENAS OR OTHER ORDERS TO APPEAR: The supported LEA will immediately notify JCDTF personnel in the event that they are subpoenaed, or otherwise ordered to appear in any court. Joint Counterdrug Task Force personnel will report such order to appear in court to their respective military command and Judge Advocate. If JCDTF personnel are ordered to appear in court, the supported LEA will assist the JCDTF personnel to obtain pre-trial counsel and preparation from the prosecuting attorney responsible for the case.

16. DUTY HOURS, UNIFORM WEAR & WORK SCHEDULES: Duty hours and work schedules shall be in accordance with the LEA support request. All JCDTF personnel maintain additional military duties as part of their regular National Guard unit. As such, JCDTF personnel will be required to attend Inactive Duty Training (drill weekends) and Annual Training (two week periods). In addition, all JCDTF personnel are authorized thirty (30) days of leave per year, as approved by the CDC. Personnel will wear appropriate military uniforms while performing counterdrug support duty unless this requirement has been explicitly waived by the CDC or his designated representative.

17. WORK SPACE REQUIREMENTS: The supported LEA will provide parking, appropriate work space and use of communication equipment (including phone, fax, personal computer and internet/email capabilities) for JCDTF personnel.

18. LEA FUNDING: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

19. SALARIES & BENEFITS: All JCDTF personnel serve in military status on full time National Guard duty. As such, the JCDTF will pay all related salaries, allowances and benefits for JCDTF personnel. The supported LEA shall not pay any monetary bonus or other monetary award to any JCDTF personnel without the advanced approval of the CDC.

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20. **EQUITABLE SHARING PROGRAM:** The supported LEA agrees that the JCDTF may participate in asset forfeiture/ equitable sharing. The JCDTF will submit an application for a respective share, based upon the level of participation, in an
SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

investigation resulting in the seizure and subsequent forfeiture of assets. All forfeiture sharing shall be in accordance with applicable laws governing the disposition of forfeited assets.

21. **LIABILITIES:**

a. The Agency acknowledges that the United States of America is liable for the negligent, wrongful acts or omissions of its agents and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 USC 1346.

b. No hold harmless agreements are required in agreement between JCDTF and other federal agencies. The Federal Government may not hold harmless a state or other jurisdiction. The CDC will contact the NG Chief Counsel (NGB-JA), though NGB-J32, if incidents arise with the possibility of civil liability on the part of JCDTF personnel, the JCDTF, or volunteers or when occurrence of negative judicial ruling based wholly or in part upon the conduct of JCDTF personnel, or volunteers, including the suppression of evidence.

22. **RENEGOTIATION/MODIFICATION:** This MOU may be altered or otherwise modified, if done in writing. Changes to the scope of work or functions of JCDTF must be approved by the CDC. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

23. **TERMINATION:** Either party may terminate this MOU at any time by written or verbal notification to the other party. If notification of termination is delivered verbally, written confirmation shall follow within five (5) business days. The supported LEA
SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020 recognizes that JCDTF personnel may be mobilized and called to active federal military duty as part of their normal military unit. In addition, the supported LEA understands that JCDTF operations are subject to and dependent upon annual appropriated funding.

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SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2019

By affixing their signature to this MOU, each party affirmatively represents that they are authorized to enter into this MOU on behalf of their respective agency.

MIGUEL A. TORRES
COL, FA, TXARNG
Commanding

(Date)

RONALD L. OLSON
CITY MANAGER

(Date)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXAS JOINT COUNTERDRUG TASK FORCE
AND
KILLEEN POLICE DEPARTMENT

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020

1. REFERENCES:

- a. NGR 500-2/ANGI 10-801, National Guard Counterdrug Support, 29 Aug 08
- b. CNGBI 3100.01A, National Guard Counterdrug Support, 22 June
- c. Title 32, United States Code §112, National Guard Drug Interdiction and Counter-Drug Activities, 3 Jan 12
- d. Title 32, United States Code §502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training
- e. Memorandum, National Guard Bureau, 2 August 2017, subject: FY 2018 Counterdrug Criminal Analyst Guidance

2. PURPOSE: This Memorandum of Understanding (MOU) sets forth the agreed terms and conditions of support to a Law Enforcement Agency (LEA) by the Joint Counterdrug Task Force (JCDTF) at the direction of the Counterdrug Coordinator (CDC). In general, the JCDTF will provide counter-drug support to federal, state, and local law enforcement agencies when requested in writing, subject to funding, and when a drug nexus is apparent. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. It is understood among the parties to this agreement that LEA requests for Counterdrug support may include multi-agency, federal, state, and local cooperative law enforcement efforts.

3. AUTHORITY: This MOU is entered into by the Texas Joint Counterdrug Task Force pursuant to the authority contained in Title 32, United States Code §112 and Title 32 United States Code §502(f) and using guidance contained in NGR 500-2/ANGI 10-801.

4. PERIOD OF MOU: This MOU is effective for the following period:

Start Date: 01 October 2019 End Date: 30 September 2020

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SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020

5. DRUG NEXUS: By executing this MOU, the supported LEA certifies that JCDF personnel will only engage on projects or operations that have a drug nexus.

6. PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:

a. Personnel: The Joint Counterdrug Task Force is not a LEA and JCDF personnel are not law enforcement officers.

(1) Request for Support: As the JCDF is not a LEA; any involvement of the JCDF in support of a LEA must be in response to a request for support.

(2) Support Role: It is clearly understood by both parties to this agreement that JCDF personnel are not sworn police officers and those personnel who are assigned to work with the LEA are assigned in a support role.

(3) Transfers of JCDF Personnel: While the JCDF will attempt to provide continuity by leaving JCDF personnel in place, movement of JCDF personnel is at the sole discretion of the CDC.

b. Equipment:

(1) The loaning of JCDF equipment to the LEA will be in accordance with applicable laws and regulations and is at the discretion of the CDC. Likewise, the loaning LEA equipment to the JCDF is at the discretion of the LEA.

(2) All loans of equipment will be documented in writing with at least the following information: full description of the item(s); condition at the time of the loan; length of time of the loan; location to which the item is to be returned

(3) Both parties to this agreement will contact the other party as soon as possible to report any damage caused to loaned equipment.

(4) Unless contrary to law or regulation, each party agrees to be financially responsible for any damage to the equipment of the other party, caused by the borrowing party's personnel through negligent conduct or willful misconduct.

7. REPORTING PROCEDURES:

a. Joint Counterdrug Task Force personnel will input statistical results into Full Time Support Management Control System (FTSMCS) for inclusion in required reports/records.

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b. The JCDTF will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with NGR 500-2/ANGI 10-801.

c. Information provided to the JCDTF by the LEA will not be released to non DOD sources unless in accordance with supported duties in the taskforce and approved by the custodian of the information.

8. COMMAND AND CONTROL:

a. Joint Counterdrug Task Force personnel will be under the command and control of the CDC at all times. The supported LEA will notify the CDC immediately in the event that any JCDTF personnel are injured or suspected of misconduct. Personnel may be recalled at any time due to emergencies or other operational necessities. The CDC has the sole discretion to approve or deny modifications to a LEA support request.

b. Joint Counterdrug Task Force personnel will be under the direct supervision of the supported agency for all assigned duties. Joint Counterdrug Task Force personnel will also maintain a military chain of command. The military chain of command will take precedence at all times.

c. The JCDTF will handle all personnel management processes.

9. SCOPE OF OPERATIONS:

a. Joint Counterdrug Task Force personnel will operate in accordance with a LEA support request as approved by the CDC.

b. Requests for information (RFI) received from external entities.

(1) Joint Counterdrug Task Force personnel may be asked to review RFIs from Geographic Combatant Commands and subordinate commands. We request that your agency support these requests as necessary. Your agency's rules for dissemination will be implemented at all times. This supports a whole of government approach to counter threats to U.S. national security posed by drug smuggling and other illicit activities while balancing limited DoD resources.

(2) Joint Counterdrug Task Force personnel assigned to Killeen Police Department under the authority of this MOU may be asked to support an RFI formally submitted by an authorized component of a Combatant Command or subordinate entity. Information maintained, entrusted to, stored, collated, or collected by Killeen Police Department and/or its law enforcement partners shall at-all-times be controlled and protected from improper disclosure or dissemination.

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(3) When a RFI is received by the National Guard or its members and before any information is gathered, reviewed, aggregated and/or disclosed, the National Guard will receive approval from a Killeen Police Department ASAC or FIM (or his/her designee) that the information can be collected or provided. The Killeen Police Department ASAC or FIM (or his/her designee) may also require that any final product prepared by National Guard personnel be submitted for review by Killeen Police Department before it is disclosed or disseminated.

(4) Information provided in response to an RFI shall be limited to statistical or numeric data collection or general compilations or generic aggregations of information. Any information provided shall be devoid of personally identifiable data, case-sensitive or classified information, investigative techniques or methods, and/or any identifiable information concerning or arising from an open case or pending prosecution (including matters which may be on appeal).

10. FORCE PROTECTION AND USE OF FORCE:

a. Prior to beginning the mission, the supported LEA will provide the JCDTF with all known information regarding potential or actual threats and hazards to personnel and equipment. Joint Counterdrug Task Force personnel will operate under and comply with the RUF orders established by the The Adjutant General for the State of Texas. Only specifically authorized JCDTF personnel shall carry issued weapons. Each LEA will follow their own policy concerning firearms discharge and use of deadly force. Joint Counterdrug Task Force personnel should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.

b. Joint Counterdrug Task Force personnel have the right to use force only, if necessary, to defend themselves or in the defense of others. The member can only use the amount of force necessary to achieve self-protection or preservation. Members are only to use deadly force if all lesser means of force have been exhausted or are unavailable, will only use the minimum force immediately necessary to defend against the unlawful use of deadly force and only if the risk of injury to innocent persons or bystanders is not increased by the use of deadly force.

11. PUBLIC AFFAIRS:

a. Information released to the media concerning JCDTF assistance to a LEA or JCDTF participation in drug law enforcement missions will be coordinated between the LEA and JCDTF public affairs/information officers. Participating JCDTF personnel or specific units will not be identified by name, address or photograph unless cleared

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through the CDC who will be responsible for obtaining a release through applicable National Guard channels.

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020

b. The lead party for the dissemination of information will be the LEA and therefore members of the JCDTF will refer all questions from the media to the LEA for reply. The JCDTF public affairs office may provide guidance on issues specific to the National Guard as appropriate.

12. SAFETY: The safety of JCDTF personnel is the primary concern of the CDC and will be emphasized in planning and during all operations. The successful accomplishment of all JCDTF support missions with minimum risk will be the main goal. Joint Counterdrug Task Force personnel will adhere to CDC's safety policy at all times. Joint Counterdrug Task Force personnel should not knowingly be sent to or directed to enter a hostile environment where there is a high probability of encountering life threatening situations or direct contact with suspects.

13. WARRANTS/LEGAL REQUIREMENTS: The supported LEA shall ensure that all legal requirements, including obtaining warrants, are fulfilled. The supported LEA recognizes that JCDTF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. Joint Counterdrug Task Force personnel will not be utilized for or participate in unauthorized surveillance activities. Information or data obtained by the JCDTF, as a result of work done in support of the LEA, will be passed on immediately, as obtained, to the LEA and will not be stored or maintained by JCDTF personnel or in National Guard facilities. Procedures to be utilized for reporting such information will be established by the LEA in accordance with internal practices and procedures. The LEA will be responsible for follow-up on any such information. Information gathered by members of the JCDTF will be given adequate classification consideration.

14. ARREST, SEARCHES, SEIZURES AND EVIDENCE:

a. Joint Counterdrug Task Force personnel will not, except in exigent circumstance, directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. Additionally, JCDTF personnel do not enter into the chain of custody of evidence, but may provide the LEA officers with technical support for digital evidence extraction, preservation, and analysis.

b. All activities performed by JCDTF personnel shall be strictly limited to support of LEA counterdrug operations. Joint Counterdrug Task Force personnel shall not collect, retain, or disseminate information on United States persons or store LEA sensitive products on JCDTF databases. Absent exigent circumstances, JCDTF personnel shall not participate in the apprehension of suspects, or search of any property. Jonit

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Counterdrug Task Force personnel may support digital forensic efforts after the 4th amendment search and seizure has been executed by the LEA.

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020

c. JCDF personnel will not be deputized or cross-designated with Title 21 investigative authority.

15. SUBPOENAS OR OTHER ORDERS TO APPEAR: The supported LEA will immediately notify JCDF personnel in the event that they are subpoenaed, or otherwise ordered to appear in any court. Joint Counterdrug Task Force personnel will report such order to appear in court to their respective military command and Judge Advocate. If JCDF personnel are ordered to appear in court, the supported LEA will assist the JCDF personnel to obtain pre-trial counsel and preparation from the prosecuting attorney responsible for the case.

16. DUTY HOURS, UNIFORM WEAR & WORK SCHEDULES: Duty hours and work schedules shall be in accordance with the LEA support request. All JCDF personnel maintain additional military duties as part of their regular National Guard unit. As such, JCDF personnel will be required to attend Inactive Duty Training (drill weekends) and Annual Training (two week periods). In addition, all JCDF personnel are authorized thirty (30) days of leave per year, as approved by the CDC. Personnel will wear appropriate military uniforms while performing counterdrug support duty unless this requirement has been explicitly waived by the CDC or his designated representative.

17. WORK SPACE REQUIREMENTS: The supported LEA will provide parking, appropriate work space and use of communication equipment (including phone, fax, personal computer and internet/email capabilities) for JCDF personnel.

18. LEA FUNDING: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

19. SALARIES & BENEFITS: All JCDF personnel serve in military status on full time National Guard duty. As such, the JCDF will pay all related salaries, allowances and benefits for JCDF personnel. The supported LEA shall not pay any monetary bonus or other monetary award to any JCDF personnel without the advanced approval of the CDC.

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20. **EQUITABLE SHARING PROGRAM:** The supported LEA agrees that the JCDF may participate in asset forfeiture/ equitable sharing. The JCDF will submit an application for a respective share, based upon the level of participation, in an

SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020

investigation resulting in the seizure and subsequent forfeiture of assets. All forfeiture sharing shall be in accordance with applicable laws governing the disposition of forfeited assets.

21. **LIABILITIES:**

a. The Agency acknowledges that the United States of America is liable for the negligent, wrongful acts or omissions of its agents and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 USC 1346.

b. No hold harmless agreements are required in agreement between JCDF and other federal agencies. The Federal Government may not hold harmless a state or other jurisdiction. The CDC will contact the NG Chief Counsel (NGB-JA), though NGB-J32, if incidents arise with the possibility of civil liability on the part of JCDF personnel, the JCDF, or volunteers or when occurrence of negative judicial ruling based wholly or in part upon the conduct of JCDF personnel, or volunteers, including the suppression of evidence.

22. **RENEGOTIATION/MODIFICATION:** This MOU may be altered or otherwise modified, if done in writing. Changes to the scope of work or functions of JCDF must be approved by the CDC. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

23. **TERMINATION:** Either party may terminate this MOU at any time by written or verbal notification to the other party. If notification of termination is delivered verbally, written confirmation shall follow within five (5) business days. The supported LEA
SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020 recognizes that JCDF personnel may be mobilized and called to active federal military duty as part of their normal military unit. In addition, the supported LEA understands that JCDF operations are subject to and dependent upon annual appropriated funding.

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SUBJECT: Memorandum of Understanding for Operational Support from Texas Joint Counterdrug Task Force for Fiscal Year 2020

By affixing their signature to this MOU, each party affirmatively represents that they are authorized to enter into this MOU on behalf of their respective agency.

MIGUEL A. TORRES
COL, FA, TXARNG
Commanding

(Date)

RONALD L. OLSON
CITY MANAGER

(Date)



MOU WITH THE TEXAS COUNTERDRUG TASK FORCE

RS-19-075

August 6, 2019

Background

2

- The Killeen Police Department has requested assistance from the Texas Counterdrug Task Force in the form of two crime analysts to assist in combating drug related criminal activity as well as any investigative support or assets they can provide.
- The Texas Counterdrug Task Force has approved the request for the support at no cost to the department for the remainder of FY 2019 and all of FY 2020 in the form of a Memorandum of Understanding.

Background

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- ❑ Provides two crime analysts at no cost the department.
- ❑ Improves analytical capabilities of the department.
- ❑ Increases intelligence gathering and timeliness of information.
- ❑ Improves access to Task force assets for operations.

Alternatives

4

- ☐ Not approve the MOU
- ☐ Modify the MOU
- ☐ Approve the MOU as written

Recommendation

5

- Staff recommends that City Council approve the MOU as written. This will provide, at no cost to the City, two crime analysts to aid in combating crime, which will allow us to be more effective with timely intelligence and real time data.



City of Killeen

Legislation Details

File #:	RS-19-076	Version:	1	Name:	Passenger Facility Charge (PFC) Application Submission Approval
Type:	Resolution	Status:			Resolutions
File created:	7/15/2019	In control:			City Council Workshop
On agenda:	8/6/2019	Final action:			
Title:	Consider a memorandum/resolution authorizing the submission of a Passenger Facility Charge application to the Federal Aviation Administration.				
Sponsors:	Aviation Department				
Indexes:					
Code sections:					
Attachments:	Staff Report Project Descriptions Presentation				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: August 06, 2019

TO: Ronald L. Olson, City Manager

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

SUBJECT: PASSENGER FACILITY CHARGE (PFC) APPLICATION

BACKGROUND AND FINDINGS:

14 CFR Part 158 establishes procedures which allow airport sponsors to apply for approval to impose (collect) Passenger Facility Charges (PFC) from enplaned passengers and use those revenues for eligible capital improvement projects. PFC revenues are then used to fund either the full cost of eligible projects or to satisfy the sponsor's match requirement for FAA Airport Improvement Program (AIP) grants. The Killeen Fort Hood Regional Airport (KFHRA) has an existing PFC, however, the authorized impose and use amount of that application is nearing its collection limit and a new application is necessary to fund required projects and continue the program.

Killeen has participated in the PFC program and received PFC funds at Killeen Municipal Airport and, later, KFHRA continuously since 1992 and has had a collection rate of \$4.50 per passenger since May 2001, shortly after the Federal regulation was amended to allow that rate. This critical airport capital improvement funding program significantly contributed towards the original construction of the KFHRA and several subsequent capital improvements. Projects at KFHRA that have been funded through the PFC program include the ramp and taxiways supporting commercial operations, the state-of-the-art security system, the wildlife hazard reduction equipment, and the airport master plan to name a few.

The PFC fees are collected by the airline that sells the ticket for the leg of the flight departing from Killeen Fort Hood Regional Airport as part of the ticket charge. The airline is allowed to retain a \$0.11 handling fee and then forwards a check for \$4.39 per passenger directly to the airport. These revenues are deposited into a restricted account that can only be used for the specific projects that were approved by the FAA in the application.

The process for submitting a PFC application begins with coordination with the FAA, notifying and then consulting with air carriers serving the Airport, notifying the public, and, following a thirty (30) day comment period, submission of the final application to the FAA. For airports similar in size to the KFHRA, the FAA has thirty (30) days to review and approve the application.

Aviation Staff began the formal process for a new PFC application on May 17, 2019 with notification to the airlines serving Killeen of the City's intent to impose and use PFCs for projects at Killeen Fort Hood Regional Airport / Robert Gray Army Airfield. A consultation meeting with the airlines was held on June 27, 2019; public notice of the City's intent to impose and use PFCs

was posted on the City's and Airport's web site inviting comments on the proposal on June 28, 2019, and published in the Killeen Daily Herald July 1, 2019. The airlines fully endorsed the application projects and no public comments were received at the end of the comment period on July 31, 2019.

The proposed charge effective date for this application is March 1, 2022 (the same date as expiration of the current application) with an estimated expiration date of May 1, 2024. The request is to collect a total of \$1,263,151 at the rate of \$4.50 per enplaned passenger, which is the same rate as our existing PFC.

Projects intended to be funded in the application either wholly or in part are:

Table 1. PFC Project List
Project

	PFC	Total Project Cost
Taxiway B Rehabilitation-Design	\$ 13,151	\$ 714,551
Rehabilitate Terminal Building-Replace Baggage Make-Up Unit	\$ 1,150,000	\$ 2,300,000
Rehabilitate Runway-Pavement Maintenance	\$ 10,000	\$ 100,000
Rehabilitate Taxiway-Pavement Maintenance	\$ 10,000	\$ 100,000
Install Apron Lighting	\$ 10,000	\$ 100,000
Install Perimeter Security Fencing and Access Gates	\$ 20,000	\$ 200,000
Administrative Expenses	\$ 50,000	\$ 50,000
Total	\$ 1,263,151	\$ 3,564,551

All of the capital projects included in this application are for replacement or upgrade of current equipment / systems. Completion of these projects is expected to reduce current operational costs for maintaining those items; no new maintenance or operational expense requirements are created. A detailed description and need for each project is attached to this staff report.

City Council approval of this PFC application does not in itself imply approval to proceed with the expenditure of funds on any of the listed projects. Staff will request appropriate City budget approval and/or contract approval as applicable, prior to the initiation of each project. Assuming FAA approval of this application, the amounts indicated in Table 1 are the maximum amount that may be expended from PFC funds for each project unless the application is subsequently amended per 14 CFR Part 158.

THE ALTERNATIVES CONSIDERED:

Staff considered two alternatives concerning the use of the PFC program. Those alternatives are:

1. Decline to use the PFC program and use other local funds to match FAA grants and to fully fund other capital projects; or,
2. Approve the request to collect \$4.50 per enplaned passenger to fund authorized projects.

Which alternative is recommended? Why?

Staff recommends Alternative 2 and continuation of the PFC program at the collection rate of \$4.50 per enplaned passenger. Approval of this application positions the Airport for continued

success, replaces aging equipment expensive to repair and operate, provides needed ramp rehabilitation, and solidifies the City's joint-use operations with Fort Hood.

Alternative 1 (declining the application) would result in the loss of \$2,301,400 in available FAA Airport Improvement Program grants for the ramp rehabilitation, baggage equipment replacement, installation of apron lighting and perimeter fencing and access gates, unless other sources of revenue can be identified to match these grants. It will also result in an inability to complete critical airport capital projects which are intended to decrease existing operating costs while increasing reliability and safety of airport infrastructure.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

The total impact to the Airport operating fund is net zero. This is a restricted use fund that can only be used for the projects and amounts approved in the application. This PFC application will span approximately two years and two months through May 1, 2024 to collect the proposed amount of \$1,263,151; the PFC fees are deposited in account number 529-0000-344.01-06 PASSENGER FACILITY CHARGE.

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

Exact project costs for each year are difficult to determine due to the complexity of several of the projects; however, FY20 estimates from this account are \$1,165,000; FY 21 estimates are \$98,151.

Is this a one-time or recurring expenditure?

The specific projects authorized by this application are one-time capital expenses spread over the length of project construction and/or design duration.

Is this expenditure budgeted?

Yes; PFC expenditures and revenues are budgeted each year in the 529 account.

If not, where will the money come from?

N/A.

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

Yes.

RECOMMENDATION:

City Council authorize the Executive Director of Aviation to submit Passenger Facility Charge application 11 to the FAA for collection and use approval and to provide for continuation of PFC

collections at the rate of \$4.50 per enplaned passenger for the purpose of funding the projects indicated in the application.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Project Descriptions

**CITY OF KILLEEN
KILLEEN-FORT HOOD REGIONAL AIRPORT**

PASSENGER FACILITY CHARGE PROJECT DESCRIPTIONS

GRK APPLICATION 11

Project 1. Rehabilitate Taxiway B–Design

The project is the design for the rehabilitation of Taxiway B and associated taxiway connectors to the runway and public aprons, the addition of shoulders to the taxiway to provide primary surface stabilization, electrical upgrades to the lighting, signage, and drainage improvements. The project was initiated to meet the planning timing requirement to compete for a potential supplementary discretionary grant; therefore, to fund the project, the Airport acquired a loan to initiate the project design. The financial allocation for this project includes only the interest accrued on the loan, which is an allowable cost for the passenger facility charge program and will reimburse the airport's operational account.

Financial Allocation:

PFC	AIP	TOTAL
\$13,151	\$0	\$13,151

Project 2. Rehabilitate Terminal Building–Replace Baggage Make-Up Unit

The objective of this project is to design, bid, procure, and install a new baggage make-up unit (BMU) and associated supporting equipment to replace the existing marginally operable BMU system and fully integrate it with the existing baggage handling system components.

The project includes all conveyors from the airline ticket counters to the TSA screening area, all outbound conveyors feeding the baggage make-up unit, replacement of the existing baggage diverter with a new baggage drop chute, a new baggage carousel, new motor control panels, and security doors required for the system.

The project is to replace the original baggage make-up system installed when the Airport was constructed. The existing system is sixteen (16) years old, has an extraordinarily high rate of failure requiring increasing maintenance efforts and costs to keep the system operational. The new system will decrease maintenance, fix bag jam and stoppage issues, reduce system down time, decrease costs, and increase system and personnel efficiency.

This section of the baggage handling system (BHS) was not included in the terminal and BHS improvement project completed in 2013. Parts replacements are costly (most must come from overseas suppliers), and internal repairs (e.g., welding of the structure to repair metal fatigue failures) is becoming non-productive as the metal is so thin it is difficult to weld. By replacing the failing make-up unit system, the Airport anticipates increased operational efficiency and effectiveness, decreased down time, and decreased annual maintenance costs. The new section will have fewer maintenance and repair requirements, thus allowing time and financial commitments to be utilized on other aspects of the facility. Following installation of the new equipment, maintenance commitments are

anticipated to be supported by the manufacturer whilst under warranty. The availability of OEM parts and experienced system maintenance technicians is expected to reduce the cost of parts and labor. The upgraded equipment is expected to eliminate or significantly reduce baggage jams, thereby increasing airport and airline operational efficiency, capability, and capacity, and reducing/eliminating airline conflicts and schedule delays. With a documented history of limited commercial support for parts, increasing failures necessitating creative maintenance solutions to keep the system in operation, the paucity of parts and maintenance support, the high maintenance costs incurred to sustain the system, and the increasing down times of the system when parts or systems fail, an upgrade to the system is prudent.

Financial Allocation:

PFC	AIP	TOTAL
\$1,150,000	\$1,150,000	\$2,300,000

Project 3. Miscellaneous Building–Construct Hangar - Project Deleted.

Project 4. Rehabilitate Runway–Pavement Maintenance

The bituminous pavement is showing signs of deterioration on the surface course and has areas along the cold joint that are separating and propagating cracks. The most recent pavement condition survey/evaluation completed in April 2019 identified the runway PCI in the 70-80 range (satisfactory) and the runway shoulders at a PCI of 65 (fair). The evaluation identified longitudinal and transverse cracks on the pavements, surface unraveling with loss of large aggregate, rutting, joint spall failures, and large areas of weathering.

Routine preventative maintenance and minor repair of the pavements will cost significantly less than full reconstruction or full rehabilitation of the pavement, and will prevent the need for a full reconstruction of the pavement in the near future. Typical pavement maintenance, which includes any regular or recurring work necessary to preserve existing airport facilities in good condition, will consist of routine cleaning, filling, and or sealing of longitudinal and transverse cracks; grading pavement edges; maintaining pavement drainage systems; patching pavement; rubber removal; and remarking pavement areas.

This preventative work will significantly reduce maintenance and repair costs, save capital costs which may result from pavement failures, and provide savings in operations and maintenance costs which will directly contribute toward long-term economic stability and self-sufficiency for the Airport. The eligibility of pavement maintenance under 49 USC § 47102(3)(H) for runways, taxiways and aprons for nonhub primary airports is allowable and is supported in FAA Order 5100.38D. This project is consistent with the master plan, is supported by the airport layout plan, and will ensure a safe, fully functional runway, as well as extending the useful life of the runway.

Financial Allocation:

PFC	AIP	TOTAL
\$10,000	\$90,000	\$100,000

Project 5. Rehabilitate Taxiway–Pavement Maintenance

Taxiway B, the parallel taxiway supporting Runway 15-33, is sixteen (16) years old and has never been rehabilitated or reconstructed since initial construction. Despite routine preventative maintenance, the bituminous pavement is showing signs of deterioration on the surface course and has areas along the cold joint that are separating and propagating cracks. The most recent pavement condition survey/evaluation completed in April 2019 identified the taxiway PCI in the 60s, identified longitudinal and transverse cracks on the pavements, surface unraveling, depressions in the pavements, and areas of minor spalling.

Routine preventative maintenance and minor repair of the pavements will cost significantly less than full reconstruction or full rehabilitation of the pavement, and will prevent the need for a full reconstruction of the pavement in the near future. Typical pavement maintenance, which includes any regular or recurring work necessary to preserve existing airport facilities in good condition, will consist of routine cleaning, filling, and or sealing of longitudinal and transverse cracks; grading pavement edges; maintaining pavement drainage systems; patching pavement; marking removal; and remarking pavement areas.

This preventative work will significantly reduce maintenance and repair costs, save capital costs which may result from pavement failures, and provide savings in operations and maintenance costs which will directly contribute toward long-term economic stability and self-sufficiency for the Airport. The eligibility of pavement maintenance under 49 USC § 47102(3)(H) for runways, taxiways and aprons for nonhub primary airports is allowable and is supported in FAA Order 5100.38D. This project is consistent with the master plan, is supported by the airport layout plan, and will ensure a safe, fully functional taxiway, as well as extending the useful life of the taxiway.

Financial Allocation:

PFC	AIP	TOTAL
\$10,000	\$90,000	\$100,000

Project 6. Install Apron Lighting

The objective of this project is to design, bid, procure, and install state-of-the-art LED apron lights with associated infrastructure and software to replace the existing components. The existing apron lighting is sixteen (16) years old and operates using 1000W metal halide bulbs which are very inefficient and consume an inordinate amount of energy. Upgrading the existing fixtures to state-of-the-art controls and energy-efficient LED fixtures will significantly reduce energy consumption, require minimal maintenance and repair (conserving both staff time and costs), and will allow maintenance assets to be deployed and utilized on other aspects of the Airport.

Initial studies for the apron lighting upgrade show LED lighting will increase the light footprint and provide higher lumens for the apron area without increasing the number of light poles. This increase in the light area will provide a safer operating environment for airline and Airport employees during night and times of low visibility conditions, increase airline and Airport operational efficiency and effectiveness, and increase airfield and apron security. The new LED lights will decrease light pollution to surrounding area (helping to meet Dark Skies initiatives), decrease glare for pilots operating on the airfield and apron,

decrease glare for ATC operators, increase energy savings, lower service costs, and provide an increased product service life over the existing conventional lighting.

Financial Allocation:

PFC	AIP	TOTAL
\$10,000	\$90,000	\$100,000

Project 7. Install Perimeter Fencing and Access Gates

The objective of this project is to replace failing perimeter fencing and access gates. The existing fencing is more than sixteen (16) years old and has maintenance issues which result in safety and security problems. Preventative maintenance has kept the fence system operating at a minimal level, however, maintenance actions have significantly increased and repairs are becoming more costly due to the age and availability of system components.

New fence and associated gate components will relieve the maintenance issues as well as provide for safety of the airfield per 14 CFR 139 and security of the airfield per 49 CFR 1542. These areas of fencing will require closed circuit cameras for safety monitoring and both closed circuit cameras and access control to meet Transportation Security Administration (TSA) security requirements. This project will also include the replacement of electronic locking devices and automated gates per the approved Airport Security Program.

The objective of the project is to provide a safe and secure Airport operating environment per federal guidelines, and an operational fence system which will reduce maintenance costs, permit Airport resources to be utilized for other Airport maintenance needs, and meet the requirements of both 14 CFR 139 and 49 CFR 1542.

Financial Allocation:

PFC	AIP	TOTAL
\$20,000	\$180,000	\$200,000

Project 8. Administration Expenses

This element comprises PFC eligible costs associated with the application. It includes application development, potential amendment, and close-out costs; legal fees; advertising fees; independent fee estimates; sponsor costs; audit, and other project-associated fees. Administrative support costs associated with preparation of PFC applications, maintenance of PFC records and close out costs are eligible for use of PFC revenue per 14 CFR 158.13(b). An annual audit of PFC records by an accredited independent public accountant is required per 14 CFR Part 158.67(c).

Financial Allocation:

PFC	AIP	TOTAL
\$50,000	\$0	\$50,000



PASSENGER FACILITY CHARGE APPLICATION

RS-19-076

August 6, 2019

Background

2

- ❑ Passenger Facility Charge program started in 1992 at Killeen Municipal Airport
- ❑ Continuous collection since 1992
- ❑ Not a “new” fee
- ❑ Independent of airline ticket pricing
- ❑ \$4.50 per enplaned passenger

Background

3

- Ten (10) PFC applications have been approved for Killeen since 1992
 - ▣ KFHRA terminal building
 - ▣ Ramp and taxiway development
 - ▣ Airport security system
 - ▣ Airport master plan
- Total Collections - \$12,882,535
- Used for 10% match on FAA AIP grants or up to 100% of eligible capital projects

PFC 11 Projects

4

<u>Project</u>	<u>PFC</u>	<u>Project Cost</u>
Rehabilitate Taxiway B—Design	\$ 13,151	\$ 714,551
Rehabilitate Terminal Building—Replace Baggage Make-Up Unit	\$ 1,150,000	\$ 2,300,000
Rehabilitation Runway—Pavement Maintenance	\$ 10,000	\$ 100,000
Rehabilitation Taxiway—Pavement Maintenance	\$ 10,000	\$ 100,000
Install Apron Lighting	\$ 10,000	\$ 100,000
Install Perimeter Fencing and Access Gates	\$ 20,000	\$ 200,000
Administrative Expenses	<u>\$ 50,000</u>	<u>\$ 50,000</u>
Total	\$ 1,263,151	\$ 3,564,551

Alternatives

5

- ❑ Reject the application submission
 - ▣ Continue with operations “as is”
 - ▣ Allow PFC Program to expire – no new application
 - ▣ Projects will not move forward
 - ▣ Potential impacts on operations

- ❑ Approve application submission
 - ▣ Leverages FAA grant funds
 - ▣ Program continuation
 - ▣ Projects will be completed to improve Airport operations

Recommendation

6

- Authorize the Executive Director of Aviation to submit Passenger Facility Charge application 11 to the FAA for collection and use approval and to provide for continuation of PFC collections at the rate of \$4.50 per enplaned passenger for the purpose of funding the projects in the application



City of Killeen

Legislation Details

File #:	RS-19-077	Version:	1	Name:	Reschedule October, November, December Council Meetings
Type:	Resolution	Status:			Resolutions
File created:	7/25/2019	In control:			City Council Workshop
On agenda:	8/6/2019	Final action:			
Title:	Consider a memorandum/resolution rescheduling the City Council meetings for October, November, and December 2019.				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:	Staff Report Current Meeting Schedule Proposed Meeting Schedule				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: August 6, 2019

TO: Ronald L. Olson, City Manager

FROM: Judy Paradise, City Manager's Office

SUBJECT: Reschedule October, November, and December City Council Meetings

BACKGROUND AND FINDINGS:

Section 34 of the City Charter provides that the City Council shall meet regularly, but not less frequently than twice a month. Historically, the City Council has scheduled these two meetings for the second and fourth Tuesdays of the month.

The national Association of the United States Army (AUSA) meeting occurs in October each year leaving the City Council with a lack of a quorum for scheduled meetings. This year's AUSA meeting occurs the third week of October. Since October has five Tuesdays it is recommended that the second workshop and second scheduled regular meeting move back one week.

Due to holidays in the month of November and December it is recommended that the second regular meeting in each month move to the third Tuesday in those months.

THE ALTERNATIVES CONSIDERED:

Which alternative is recommended? Why?

The alternative considered for the October meetings would be to move the October 15 and October 22 meetings back one week.

OCTOBER

Current Meeting Schedule	Proposed Meeting Schedule
October 1, 2019 - Workshop Meeting	October 1, 2019 - Workshop Meeting
October 8, 2019 - Regular Meeting	October 8, 2019 - Regular Meeting
October 15, 2019 - Workshop Meeting	October 15, 2019 - No Meeting
October 22, 2019 - Regular Meeting	October 22, 2019 - Workshop Meeting
October 29, 2019 - No Meeting	October 29, 2019 - Regular Meeting

The fourth Tuesday of November falls during the week of Thanksgiving and the fourth Tuesday in December falls on the Christmas Eve holiday. It is recommended that these meetings be rescheduled for another date.

NOVEMBER

Current Meeting Schedule	Proposed Meeting Schedule
November 5, 2019 - Workshop Meeting	November 5, 2019 - Workshop Meeting
November 12, 2019 - Regular Meeting	November 12, 2019 - Regular Meeting & Workshop
November 19, 2019 - Workshop Meeting	November 19, 2019 - Regular Meeting
November 26, 2019 - Regular Meeting	November 26, 2019 - No Meeting

DECEMBER

Current Meeting Schedule	Proposed Meeting Schedule
December 3, 2019 - Workshop Meeting	December 3, 2019 - Workshop Meeting
December 10, 2019 - Regular Meeting	December 10, 2019 - Regular Meeting & Workshop
December 17, 2019 - Workshop Meeting	December 17, 2019 - Regular Meeting
December 24, 2019 - Regular Meeting	December 24, 2019 - No Meeting
December 31, 2019 - No Meeting	December 31, 2019 - No Meeting

CONFORMITY TO CITY POLICY:

Conforms to Section 34 of the City Charter.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City staff recommends the second regular City Council meeting of October be held on October 29, 2019, the second regular City Council meeting of November be held on November 19, 2019, and the second regular meeting of December be held on December 17, 2019.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Current Meeting Schedule
Proposed Meeting Schedule

October 2019

REGULAR MEETING SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 WORKSHOP	2	3	4	5
6	7	8 REGULAR MEETING	9	10	11	12 AUSA
13 AUSA	14 Columbus Day AUSA	15 WORKSHOP AUSA	16 AUSA	17	18	19
20	21	22 REGULAR MEETING	23	24	25	26
27	28	29 NO MEETING	30	31 Halloween		

November 2019

REGULAR MEETING SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3 Daylight Saving Ends	4	5 WORKSHOP	6	7	8	9
10	11 Veterans Day	12 REGULAR MEETING	13	14	15	16
17	18	19 WORKSHOP	20	21	22	23
24	25	26 REGULAR MEETING	27	28 Thanksgiving	29	30

December 2019

REGULAR MEETING SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 WORKSHOP	4	5	6	7
8	9	10 REGULAR MEETING	11	12	13	14
15	16	17 WORKSHOP	18	19	20	21
22	23	24 REGULAR MEETING	25 Christmas Day	26	27	28
29	30	31				

October 2019

PROPOSED MEETING SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 WORKSHOP	2	3	4	5
6	7	8 REGULAR MEETING	9	10	11	12 AUSA
13 AUSA	14 Columbus Day AUSA	15 NO MEETING AUSA	16 AUSA	17	18	19
20	21	22 WORKSHOP	23	24	25	26
27	28	29 REGULAR MEETING	30	31 Halloween		

November 2019

PROPOSED MEETING SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3 Daylight Saving Ends	4	5 WORKSHOP	6	7	8	9
10	11 Veterans Day	12 REGULAR MEETING & WORKSHOP	13	14	15	16
17	18	19 REGULAR MEETING	20	21	22	23
24	25	26 NO MEETING	27	28 Thanksgiving	29	30

December 2019

PROPOSED MEETING SCHEDULE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 WORKSHOP	4	5	6	7
8	9	10 REGULAR MEETING & WORKSHOP	11	12	13	14
15	16	17 REGULAR MEETING	18	19	20	21
22	23	24 NO MEETING	25 Christmas Day	26	27	28
29	30	31 NO MEETING				



City of Killeen

Legislation Details

File #:	OR-19-016	Version:	1	Name:	Amend Chapter 31 (Outdoor Lighting)
Type:	Ordinance	Status:		Status:	Ordinances
File created:	7/16/2019	In control:		In control:	City Council Workshop
On agenda:	8/6/2019	Final action:		Final action:	
Title:	Consider an ordinance amending the city's exterior lighting standards as contained in various sections of the Killeen Code of Ordinances Chapter 31, Zoning.				
Sponsors:	Planning & Development Dept				
Indexes:					
Code sections:					
Attachments:	Staff Report Ordinance Response Presentation				

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: August 6, 2019

TO: Ronald L. Olson, City Manager

FROM: Dr. Ray Shanaa, Executive Director of Planning and Development

SUBJECT: Ordinance establishing and replacing outdoor lighting standards for all zoning districts

BACKGROUND AND FINDINGS:

The City of Killeen partnered with Fort Hood and surrounding local cities and Bell County in the creation of the Fort Hood Joint Land Use Study (JLUS). The purpose of the JLUS is to..."identify ways that Fort Hood and the neighboring civilian communities could work together cooperatively to encourage compatible growth and help to ensure the long term viability and sustainability of Fort Hood's mission." Section Five of the JLUS provides compatibility tools that could be utilized to establish a framework for compatible growth. One of the tools is outdoor lighting. Specifically, the JLUS speaks to the adoption of standards that would "....protect against the use of outdoor lighting in a way that interferes with...military and training activities of the military installation, base or camp."

It is within this planning backdrop that staff is proposing this ordinance. The purpose of this ordinance is to:

- 1) implement a regulatory recommendation established as part of the Fort Hood Joint Land Use Study;
- 3) improve the quality of life; and
- 2) provide uniformity and consistency citywide with respect to outdoor lighting.

Currently the City has exterior lighting standards in two zoning districts, the University District and Cemetery District. The ordinance would replace the standards articulated within those two zoning districts. The ordinance provides a purpose statement, definitions for light trespass and uplighting, review requirements, standards and exceptions. In short, the ordinance establishes a height limitation of twenty feet for exterior lighting structures, limits uplighting, and effectively prohibits light trespass onto adjacent properties.

Staff provided the proposed ordinance to Fort Hood for their review and comments. They responded stating that they have "No issues or concerns" and they thanked us for the opportunity to provide input. The Planning and Zoning Commission conducted multiple workshop discussions and held a public hearing on the ordinance on July 15th, where they unanimously recommended approval of the item.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- ☐ approve the ordinance as presented;
- ☐ disapprove the ordinance; or
- ☐ approve the ordinance with amendments.

Which alternative is recommended? Staff recommends that the Council approve the ordinance as presented.

Why? The ordinance will provide uniform standards, consistency and a context sensitive response to Regulatory Recommendation RS 10 of the JLUS, which speaks to dark-sky compatible outdoor lighting regulations throughout the region. These regulations will also help improve the quality of life in Killeen.

CONFORMITY TO CITY POLICY:

The ordinance conforms to City policy.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year?

This ordinance does not involve any expenditures 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:

The Planning and Zoning Commission recommended approval of the ordinance by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Response

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN AND ADOPTING OUTDOOR LIGHTING REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the Fort Hood Joint Land Use Study recommends that the City adopt dark-sky compatible outdoor lighting regulations for all zoning districts; and

WHEREAS, the City Council finds that outdoor lighting regulations serve the public interest;

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

SECTION I. That Chapter 31, Article VI, Division 21, Sec. 31-443(d) and Chapter 31, Article IV, Division 22, Sec. 31-452(d) are deleted in their entirety and Chapter 31, Article V, Division 11 of the City of Killeen Code of Ordinances is hereby added to read as follows:

Chapter 31 - ZONING

ARTICLE V. – SUPPLEMENTAL REGULATIONS

DIVISION 11. – OUTDOOR LIGHTING

Sec. 31-900. - Purpose.

The purpose of this division is to regulate outdoor lighting and comply with the Fort Hood Joint Land Use Study recommendations to adopt dark-sky compatible lighting regulations.

Sec. 31-901. - Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section:

Light trespass shall mean unwanted light shining on adjacent property or public rights-of-way, having a negative impact on the enjoyment and value of the affected adjacent property.

Uplighting shall mean the practice of installing, maintaining or operating exterior lighting in such a way that the lighting fixtures direct the illumination upward.

Sec. 31-902. - Review Required.

A site plan review and approval by the Building Inspections division is required to install or use new or altered exterior lighting fixtures in all zoning districts. Proposed light fixtures adjacent to

the Right-of-Way or a public street shall also be approved by the Executive Director of Public Works or designee. The site plan shall fully comply with the Standards of this division and shall specify the location, height and type of all exterior lighting.

Sec. 31-903. - Standards.

(a) The height of exterior lighting, except streetlights in public rights-of-way, shall not exceed twenty (20) feet.

(b) Light trespass is declared to be unlawful. All exterior lighting shall be shielded or oriented in a manner that ensures that all illumination is contained on the source property. All exterior lighting shall be directed away from adjoining streets and residential properties in such a manner that the light emission shall not cause light trespass observable from adjoining streets and other properties.

(c) Exterior lighting situated in such a manner as to be mistaken for traffic signals or presenting any hazard to safe driving is prohibited.

(d) Up-lighting is prohibited, except:

(1) Up-lighting may be installed adjacent to flagpoles to illuminate a flag if the lighting is installed and directed in such a manner that the illumination is targeted directly at the flag and does not otherwise cause a light trespass or a driving hazard.

(2) Up-lighting of sculptures, structures and landscape features for ornamental purposes that enhance the character of the area provided that the light is aimed only at intended targets and does not create light trespass or a hazard to safe driving.

(e) Canopy lighting shall be fully shielded or recessed so that the lenses of the lights are, at a minimum, flush with the bottom surface of the canopy.

Sec. 31-904. - Exceptions.

(a) This division shall not apply to the following types of lighting provided that they shall not create light trespass or hazard to safe driving conditions:

(1) Outdoor lighting fixtures, including ornamental and landscape lighting, with a maximum output of 300 lumens per fixture (equals approximately one 30 watt incandescent light).

(2) Lighting used by governmental or public safety personnel in the performance of their official duties;

(3) Holiday, traditional or seasonal lighting are exempt from the requirements;

(4) Approved public streetlights; and

(5) Lighting for special activities or construction projects where the lighting need is temporary and does not exceed the project duration.

(b) All outdoor lighting lawfully installed on or before the effective date of these regulations are considered legally nonconforming and can continue to be used. Changing existing outdoor lighting fixtures shall require compliance with these regulations.

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

SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or

impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 13th day of August, 2019, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

Jose L. Segarra, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lucy C. Aldrich, CITY SECRETARY

Kathryn H. Davis, CITY ATTORNEY

Maria G. Lopez

From: Mike Marrs [REDACTED]
Sent: Tuesday, July 02, 2019 8:58 AM
To: Tony McIlwain
Cc: Ray Shanaa
Subject: RE: Proposed changes to outdoor lighting

Tony,

We've worked with similar light restrictions in other jurisdictions. It generated a bit more time and calculations from the electrical engineer.

Comments:

1. (1) Forcing maximum 20 foot pole poles may require more poles that will potentially increase the cost to a project. Defining foot-candle levels at the property line would make more sense.
2. (2) This sounds great but it will be almost impossible to restrict visibility of light from an adjacent land owner. As with #1. Setting a foot-candle level at the property line makes more sense.
3. (6A) Appears to be in conflict with Comcheck wattage.
4. (8) This is vague and possibly hard to control given that there may be existing poles near the property line. Changing only the fixture may not solve the problem.

Thanks

Mike

From: Tony McIlwain [<mailto:TMcIlwain@killeentexas.gov>]

Sent: Friday, June 28, 2019 3:31 PM

To: [REDACTED] Eugene Kim; [REDACTED] Mike Marrs;

Cc: Ray Shanaa

Subject: Proposed changes to outdoor lighting

Hello,

The City of Killeen is proposing revisions to the City's outdoor lighting standards. The purpose of these revisions is to 1): implement a policy recommendation that was established as part of the Fort Hood Joint Land Use Study (see JLUS link, page 115) <https://drive.google.com/file/d/0B7NsoGnUDTNXMldTb04xYmNOX00/view> and 2): provide uniformity and consistency citywide with respect to outdoor lighting. We are sending these proposed changes to you to receive your feedback and input. As design professionals, you bring a unique perspective to these types of discussions. We encourage your feedback and would entertain any discussions on the topic. It is our intent to bring forward a draft ordinance to the Planning and Zoning Commission for review and discussion on **Monday, July 15th**. Please be advised that Planning staff is not recommending a dark skies ordinance. You may contact either Dr. Shanaa (copied herein) or me for any questions that you may have.

Regards,

Tony D. McIlwain, AICP, CFM

Assistant Director

Planning and Development Services Department

200 E. Ave. D, Killeen, Texas 7640

Ph: 254-501-7633

Fax: 254-501-7628

Cell: 254-290-9277

E-mail: tmcilwain@killeentexas.gov



OUTDOOR LIGHTING

OR-19-016

August 6, 2019

Outdoor Lighting Changes

2

- ❑ The City of Killeen partnered with Fort Hood and surrounding local cities and Bell County in the creation of the Fort Hood Joint Land Use Study (JLUS).
- ❑ Section Five of the JLUS provides compatibility tools that could be utilized to establish a framework for compatible growth. One of the tools is outdoor lighting.
- ❑ The JLUS speaks to the adoption of standards that would “....protect against the use of outdoor lighting in a way that interferes with...military and training activities of the military installation, base or camp.”

Outdoor Lighting Changes

3

- Staff is proposing this outdoor lighting ordinance for 3 reasons: to implement a regulatory recommendation established as part of the Fort Hood Joint Land Use Study; to improve the quality of life, and to provide uniformity citywide with respect to outdoor lighting.
- The ordinance provides a purpose statement, definitions for light trespass and uplighting, review requirements, standards and exceptions.

Outdoor Lighting Changes

4

- The exceptions include certain outdoor lighting fixtures, governmental or public safety personnel, approved streetlights, holiday/seasonal lighting and lighting for temporary special activities or construction projects.
- The ordinance establishes a height limitation of twenty (20) feet for exterior lighting structures and effectively prohibits light trespass onto adjacent properties.

Alternatives

5

- If approved, the ordinance will establish uniform outdoor lighting standards in all City zoning districts, while replacing the existing lighting standards within the University and Cemetery Districts.
- The City Council has the following alternatives:
 - approve the ordinance as presented;
 - disapprove the ordinance; or
 - approve the ordinance with amendments.

Recommendations

6

- Staff provided the ordinance to Fort Hood. They stated that they have no issues or concerns with the ordinance.
- The Planning and Zoning Commission conducted multiple workshop discussions and held a public hearing on the ordinance on July 15th, where they unanimously recommended approval of the item.
- Staff recommends that the City Council approve the ordinance as presented.