



City of Killeen

Regular City Council Meeting Agenda

June 11, 2013

Killeen City Hall

101 North College Street

City Council Chambers

5:00 P.M

Call to Order and Roll Call

___ Daniel A. Corbin, Mayor	___ Glenn Morrison
___ Elizabeth Blackstone	___ City Manager
___ Terry J. Clark	___ Kathryn H. Davis
___ Jared Foster	___ City Attorney
___ Wayne Gilmore	___ Paula Miller
___ Steve Harris	___ City Secretary
___ Jonathan Okray	___ Sergeant-At-Arms
___ Jose Segarra	

Invocation

Pledge of Allegiance

Approval of Agenda

Consent Agenda

- CA-1 Consider minutes of Regular City Council Meeting of May 28, 2013.
- CA-2 Consider a memorandum/resolution for the procurement of ten (10) vehicles for the FY 12-13 consolidated vehicles and light truck budget.
- CA-3 Consider a memorandum/resolution for procurement of copier services for Police Department.
- CA-4 Consider a memorandum/resolution authorizing application for 2013 Bulletproof Vest Partnership Program Grant through the Bureau of Justice Assistance.
- CA-5 Consider a memorandum/resolution approving a lease agreement with PHI Air Medical, LLC for hangar facilities at Skylark Field.

CA-6 Consider a memorandum/resolution approving the Investment Report for the quarter ending March 31, 2013.

CA-7 Consider a memorandum/resolution rescheduling July City Council Meetings.

Public Hearings / Ordinances

PH-1 **HOLD** a public hearing and consider an ordinance adopting the FY 2013-2014 Annual Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnerships (HOME) program. (1st of 2 public hearings)

PH-2 A. Consider a memorandum/resolution accepting the Federal Emergency Management Agency and Department of Homeland Security Assistance to Firefighters Grant for personal protective equipment for the Fire Department.

B. **HOLD** a public hearing and consider an ordinance amending the FY 2012-13 Annual Budget and Plan of Municipal Services of the City of Killeen General Fund Budget by increasing revenues supporting receipt of the Federal Emergency Management Agency and Department of Homeland Security Assistance to Firefighters Grant and increasing expenditures to fund Uniforms & Clothing.

PH-3 **HOLD** a public hearing and consider an ordinance amending the FY 2012-13 Annual Budget and Plan of Municipal Services of the City of Killeen General Fund Budget by increasing revenues supporting receipt of the Selective Traffic Enforcement Program (STEP) Grant and increasing expenditures in various accounts for the Killeen Police Department.

PH-4 **HOLD** a public hearing and consider an ordinance requested by Vernon P. and Marion Meadows (Case #Z13-16) to rezone approximately 3.436 acres, being part of the Robert Cunningham Survey, Abstract No. 199 from R-1 (Single-Family Residential District) to B-3 (Local Business District) for a convenience store. The property is located on the north right-of-way of Stagecoach Road, approximately 392 feet west of S. W.S. Young Drive. (Requires $\frac{3}{4}$ majority vote for approval)

Ordinances / Resolutions

OR-1 Consider an ordinance amending Chapter 18, Article VI, Graffiti Removal.

OR-2 Consider an ordinance amending Chapter 18, Article V, Junk Vehicles.

Adjournment

CLOSED MEETINGS

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.

AMERICANS WITH DISABILITIES ACT

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair

accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Future Workshop Items

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

June 18, 2013 (Workshop)

- Briefing/Update – Internal Services – New Organizational Structure
- Briefing/Update – YAC Annual Briefing
- Briefing – CP & Y Water Rate Study

Notice of Meetings

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

- Central Texas – Fort Hood Chapter AUSA General Membership Meeting, June 26, 2013, 6:00 p.m., Bell County Expo Center
- Greater Killeen Chamber of Commerce Luncheon, July 17, 2013, 11:30 a.m., Central Texas College
- Korean War Veterans Associations Banquet, July 27, 2013, 6:15 p.m., Club Hood, Fort Hood

City of Killeen
Regular City Council Meeting
Killeen City Hall
May 28, 2013
5:00 p.m.

Presiding: Mayor Daniel A. Corbin

Attending: Mayor Pro-Tem Elizabeth Blackstone, Councilmembers, Terry Clark, Jared Foster, Wayne Gilmore, Steve Harris, Jonathan Okray, and Jose Segarra

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Paula Miller, and Sergeant-at-Arms Roscoe Parr

Rev. Jimmy Towers gave the invocation, and Councilmember Foster led everyone in the pledge of allegiance.

Approval of Agenda

Mayor Pro-Tem Blackstone moved to approve the agenda as written, seconded by Councilmember Segarra. The motion was unanimously approved.

Presentations

PR-1 External Services/Community Services – Summer Program

CDBG Director Leslie Hinkle, Library Director Deanna Frazee, KCCC Director Connie Kuehl, Golf Course Director Brad Baine, and Parks and Recreation Director Brett Williams updated the Council on activities planned for the upcoming summer season.

Consent Agenda

CA-1 Consider minutes of Regular City Council Meeting of May 14, 2013.

CA-2 Consider a memorandum/resolution [13-053R] authorizing a management agreement between the City of Killeen and Jester's for the Killeen Civic and Conference Center.

The City holds a mixed beverage license from the Texas Alcoholic Beverage Commission, and it entered into an agreement with Jester's for management of alcohol sales. This renewal is for a period of three years.

CA-3 Consider a memorandum/resolution [13-054R] establishing a partnership to facilitate a used cooking oil collection program by entering into a Memorandum of Understanding between the City of Killeen and Central Texas College (Enactus).

In order to combat fat, oil, and grease accumulation in the wastewater system, the City has been working with the Central Texas College's chapter of Enactus to establish a used cooking oil recycling program. Enactus will provide education and supply marketing

supplies to the community, and the City will provide a location at the Recycling Center for collection of the oil.

CA-5 Consider a memorandum/resolution [13-055R] for a mutual aid agreement with the Department of the Army for Fort Hood, Texas for emergency medical services with Carl R. Darnall Medical Center.

The City has had an agreement with Fort Hood since 2007; however, this agreement is specific to the EMS Department.

Mayor Pro-Tem Blackstone moved to approve the above items on the Consent Agenda, seconded by Councilmember Gilmore. The motion was approved unanimously.

Citing a conflict of interest, Councilmember Clark stepped down from the dais.

CA-4 Consider a memorandum/resolution authorizing the award of a professional services agreement with the Wallace Group to design the Septic Tank Elimination Program (STEP) Phase VIII Project.

Staff recommends awarding an agreement to the Wallace Group for Phase VIII of the Septic Tank Elimination Program in the amount of \$74,070.00.

Mayor Pro-Tem Blackstone moved to approve the resolution {13-056R}, seconded by Councilmember Okray. The motion was approved 6-0.

Councilmember Clark returned to Council deliberations.

Public Hearings / Ordinances

PH-1 **HOLD** a public hearing and consider an ordinance amending the FY 2012-13 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the revenue and expenditure line items in the hotel occupancy tax fund to authorize expenditures related to downtown historic district markers.

The caption of the ordinance was read as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN AMENDING THE FY 2012-13 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE HOTEL OCCUPANCY TAX FUND EXPENDITURE ACCOUNT (214-0000-531.55-58) AND THE TEXAS HISTORICAL COMMISSION GRANT REVENUE ACCOUNT (214-0000-382.65-15) BY \$2,338 EACH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

The City has received \$2,338.37 in redirected funds from the Texas Historical Commission, which funds derived from an over-match of local cash. The funds will be used for an historical marker in the downtown area.

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

Mayor Pro-Tem Blackstone moved to approve the ordinance [13-040], seconded by Councilmember Clark. The motion was approved unanimously.

PH-2 **HOLD** a public hearing and consider an ordinance amending the FY 2012-13 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the General Fund Budget by \$13,159 in the parks division playscape capital outlay expenditure account.

The caption of the ordinance was read as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE FY 2012-2013 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING THE GENERAL FUND BUDGET BY \$13,159 IN ACCOUNT NUMBER 010-3025-425-61-37; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

This budget amendment is to provide funds for playground equipment at the Green Avenue Park and Farmers Market. CDBG awarded \$21,841 for this purpose, and the addition of \$13,159 in TML insurance funds will provide the funding for the playscape.

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

Councilmember Foster moved to approve the ordinance [13-041], seconded by Councilmember Segarra. The motion was approved unanimously.

PH-3 **HOLD** a public hearing and consider a request for an ordinance by Yong K. and Hyo S. Chang (Case #Z13-11) to rezone approximately 0.5 acres, being part of the Thomas Robinett Survey, Abstract Number 686, from R-1 (Single-Family Residential District) to B-4 (Business District) for a mechanic shop and approximately 3.987 acres from 'A' (Agricultural District) to B-3 (Local Business District). The property is locally known as 3502, 3602 and 3702 Watercrest Road, Killeen, Texas (Requires $\frac{3}{4}$ majority vote for approval).

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-4 (BUSINESS DISTRICT) AND A (AGRICULTURAL) TO B-3 (LOCAL

BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This property is located south of Fire Station #8 on East Trimmier Road. It was annexed in 1999 and zoned agriculture and R-1. There is a metal building on site. The applicant seeks to rezone the one-half acre for an auto repair shop, and the remainder of the tract B-3. There were thirteen letters of protest in response to the fifty-six letters of notification, and that represents twenty percent of the surrounding area, requiring a $\frac{3}{4}$ majority vote for approval.

Mayor Corbin opened the public hearing.

Linda Martin, 210 Pin Oak, Harker Heights, appeared in support of the application. She advised the metal building has been used for auto repairs without any complaints from the surrounding neighbors.

Jose Pagan, 3907 Fieldcrest, advised nothing will be stored outside of the metal building, and all repairs will be inside the building.

Esther Chang, Wheeler Avenue, spoke in favor of the request, and she said the business will not generate a lot of traffic.

Andrea Frediani, 3508 Viewcrest, appeared in opposition. She said there is nothing to screen the B-3 area from her property. There will be additional noise, and she advised there have been ten to twenty vehicles on the property at various times, as well as a boat.

James Bittle, 3600 Viewcrest, appeared in opposition. He said their community is a quiet one, and there are better locations for an auto repair business. He asked this request be denied.

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

Councilmember Okray moved to disapprove the request, believing the requested zoning would be inconsistent with surrounding areas, seconded by Councilmember Clark. The motion was approved 6-1 (Councilmember Foster in opposition).

PH-4 **HOLD** a public hearing and consider a request for an ordinance by Juanita L. Faucett & Troy M. Faucett Family Trust (Case #Z13-13) to rezone approximately 2.102 acres part of the W. H. Cole Survey, Abstract No. 201 from R-1 (Single-Family Residential District) to B-3 (Local Business District) for a bank. The property is located on the east right-of-way of S. W.S. Young Drive, approximately 769' north of Elms Road, Killeen, Texas.

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL

DISTRICT) TO B-3 (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This rezoning request is submitted to allow for the location of a bank. There was one letter of support returned in response to the four letters of notification, and the Planning and Zoning Commission recommended approval of the request.

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

Councilmember Gilmore moved to approve the ordinance [13-042], seconded by Mayor Pro-Tem Blackstone. The motion was approved unanimously.

PH-5 **HOLD** a public hearing and consider a request for an ordinance by Clem & Frankie McClurkan (Case #Z13-14) to rezone approximately 8.167 acres part of the James D. Allcorn Survey, Abstract No. 25 from AR-1 (Agricultural Single-Family Residential District) to SR-1 (Suburban Residential Single-Family Residential District) for single family use. The property is located south of Fire Station #8 on East Trimmier Road across from the Spanish Oaks subdivision, Killeen, Texas (requires $\frac{3}{4}$ majority vote for approval).

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM AR-1 (AGRICULTURAL SINGLE FAMILY RESIDENTIAL DISTRICT) TO SR-1 (SUBURBAN RESIDENTIAL SINGLE FAMILY DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This rezoning request is submitted on property located on the west right-of-way of East Trimmier Road south of Fire Station #8. The property is identified as Suburban Residential on the Comprehensive Plan. There were two letters of protest returned in response to the seven letters of notification, and the protest represents 29% of the area; thus, a $\frac{3}{4}$ majority vote will be required for approval.

Mayor Corbin opened the public hearing.

Michael Lackmeyer, 9301 Troll Hollow, appeared in support of the request. He has a contract to purchase this tract of land, subject to rezoning to allow for SR-1 development. There is B-3 zoning along the frontage, and that area will be rezoned at a later date if this request is approved. He intends to have a total of nineteen lots on the tract, or 2.4 lots per acre. The lots will be individually designed to allow for the preservation of as many oak trees as possible.

Lovie Carroll, 7432 E. Trimmier, appeared in support. She advised she offered additional land to the two neighbors who have protested, but both of them declined.

Gail Seaman, 2006 South Main, Georgetown, also appeared in support. She would prefer homes like Mr. Lackmeyer is proposing more than those in Spanish Oaks to the south.

Mark McClurkan, 7432 E. Trimmier, advised the original tract had been purchased in 1999-2000, and two other tracts have previously been sold.

Donald Smith, 7388 E. Trimmier, appeared in opposition. His residence is thirty feet from the property line, and he does not want to have up to twenty homes backing up to his property. He asked the Council to deny this request and allow the area to retain its rural environment.

Doug Blackwell, 7354 E. Trimmier, also appeared in opposition. He said the area currently has a rural feel, and this type of development would negatively impact on the character of the community.

Councilmember Clark advised he could not vote against this request since the developer was bringing forth a proposal that the Council has been requesting.

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

Councilmember Okray moved to disapprove the request as the rezoning would have an adverse impact on neighboring lands, seconded by Councilmember Segarra. The motion was disapproved 3-4 (Mayor Pro-Tem Blackstone and Councilmembers Clark, Foster, and Gilmore in opposition).

The difference between the SR-1 and SR-2 is that SR-2 required a 15,000-foot lot minimum compared to 8,400 foot required in SR-1. Councilmember Clark moved to approve the request, seconded by Councilmember Gilmore. The motion was approved 4-3 (Councilmembers Harris, Okray, and Segarra in opposition); however, the request required a $\frac{3}{4}$ majority vote to approve. The request was denied.

PH-6 **HOLD** a public hearing and consider a request for an ordinance by Mind Spring, LLC (Case #Z13-15) to rezone part of Lot 3 and 4, Block 15, Killeen Original Town from HOD (Historic Overlay District) to HOD (Historic Overlay District) with CUP (Conditional Use Permit) for on premises sale and consumption of alcohol. The property is locally known as 310 E. Avenue D, Killeen, Texas.

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM 'HOD' (HISTORIC OVERLAY DISTRICT) TO 'HOD' (HISTORIC OVERLAY DISTRICT) WITH A 'CUP' (CONDITIONAL USE PERMIT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This rezoning request is submitted on a vacant building to allow for use as a bar. There were two letters of protest returned in response to the twenty-two letters of notification. The downtown

plan has called for an entertainment zone in this area, and the Planning and Zoning Commission recommended approval of the request.

Mayor Corbin opened the public hearing. Steve Cockrell, 308 E. Avenue D, appeared in support of his request. With no one else appearing, the public hearing was closed.

Councilmember Okray moved to approve the ordinance [13-043], seconded by Councilmember Segarra. The motion was approved unanimously.

PH-7 **HOLD** a public hearing and consider a request for an ordinance by Jessie M. Kern Estate, Clayton Winkler Executor (Case #Z13-17) to rezone approximately 2.638 acres, being part of Thomas Robinett Survey, Abstract No. 686 from R-1 (Single-Family Residential District) to B-3 (Local Business District) for retail commercial use. The property is located on the south right-of-way of Watercrest Road and is locally known as 4102 Watercrest Road, Killeen, Texas.

The caption of the ordinance was read as follows:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-3 (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

This rezoning request is submitted on property designated for development for a Dollar General store. There was no response to the nine letters of notification, and the Planning and Zoning Commission recommended approval of the request.

Mayor Corbin opened the public hearing.

Bob Gage, GBT realty, appeared in support of the request. The building will be located as close to Robinett as possible. The row of trees along the south property line will be retained, and a six-foot privacy fence will screen the residence from the business.

Andrea Frediani, 3508 Viewcrest, asked that a traffic study be performed prior to the opening of the business.

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

Councilmember Harris moved to approve the ordinance [13-044], seconded by Councilmember Segarra. The motion was approved unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Okay, seconded by Mayor Pro-Tem Blackstone, and unanimously approved, the meeting was adjourned at 6:57 p.m.

Daniel A. Corbin, Mayor

Paula Miller, City Secretary

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Procurement of: Ten (10) Vehicles for the FY 12-13 Consolidated Vehicles and Light Truck Budget

ORIGINATING DEPARTMENT

Support Services / Fleet Services

BACKGROUND INFORMATION

Funding for the purchase of new vehicles for the City fleet in FY 12-13 was approved through the City's budget process as part of the new and replacement vehicle request program. These vehicles will be utilized by various departments throughout the City for day to day operations. Of the ten (10) vehicles requested, one (1) will be operated by the Street Department, one (1) by the Solid Waste Department, four (4) by Fleet Services, one (1) by the Engineering Department, two (2) by Code Enforcement, and one (1) by Custodial Services.

DISCUSSION/CONCLUSION

As per Texas Local Government Code Sec. 252.021, and the City's purchasing policy, an invitation for bids to procure these vehicles was advertised. As a result of the invitation for bids, seven (7) vendors responded with competitive sealed bids. Based on these bids, the following acquisitions are requested for procurement consideration and are needed at this time.

1. PURCHASE OF ONE (1), ONE TON, CREW CAB, DUALY LONG WHEEL BASE, FLAT BED UTILITY TRUCK WITH TOOL BOXES INSTALLED UNDER THE BED

Competitive sealed bids were received from six (6) vendors for these vehicles. Low Bid was received from Caldwell Country Chevrolet and will comply with the City of Killeen's list of specifications.

Sam Pack's Five Star Ford	\$32,148
Prestige Ford	\$35,200
Stanley Ford of McGregor	\$32,727
Philpott Motors	\$35,256
Caldwell Country Ford	\$34,832
Caldwell Country Chevrolet	\$31,140

2. PURCHASE OF THREE (3) ½ TON, REGULAR CAB, LONG WHEEL BASE, PICK-UP TRUCKS

Competitive sealed bids were received from seven (7) vendors for these vehicles. Low Bid was received from Sam Pack's Five Star Ford and will comply with the City of Killeen's list of specifications.

Sam Pack's Five Star Ford	\$17,598ea	\$52,794
Friendly Ford of Crosby	\$23,635ea	\$70,905
Prestige Ford	\$18,125ea	\$54,375
Stanley Ford of McGregor	\$18,316ea	\$54,948
Philpott Motors	\$17,694ea	\$53,082
Caldwell Country Ford	\$17,676ea	\$53,028
Caldwell Country Chevrolet	\$22,852ea	\$67,746

3. PURCHASE OF ONE (1) MID-SIZE, FRONT WHEEL DRIVE, SUV

Competitive sealed bids were received from six (6) vendors for these vehicles. Low Bid was received from Caldwell Country Ford and will comply with the City of Killeen's list of specifications.

Sam Pack's Five Star Ford	\$19,207
Friendly Ford of Crosby	\$27,660
Prestige Ford	\$23,600
Philpott Motors	\$19,026
Caldwell Country Ford	\$19,007
Caldwell Country Chevrolet	\$19,880

4. PURCHASE OF ONE (1) FULL-SIZE, REGULAR CAB, SHORT BED PICK-UP TRUCK

Competitive sealed bids were received from seven (7) vendors for these vehicles. Low Bid was received from Sam Pack's Five Star Ford and will comply with the City of Killeen's list of specifications.

Sam Pack's Five Star Ford	\$16,598
Friendly Ford of Crosby	\$22,982
Prestige Ford	\$16,998
Stanley Ford of McGregor	\$17,205
Philpott Motors	\$16,632
Caldwell Country Ford	\$16,614
Caldwell Country Chevrolet	\$21,715

5. PURCHASE OF THREE (3) MID-SIZE, CREW CAB PICK-UP TRUCKS

Competitive sealed bids were received from six (6) vendors for these vehicles. Low Bid was received from Sam Pack's Five Star Ford and will comply with the City of Killeen's list of specifications.

Sam Pack's Five Star Ford	\$21,187ea	\$63,561
Friendly Ford of Crosby	\$28,728ea	\$86,184
Prestige Ford	\$21,830ea	\$65,490
Stanley Ford of McGregor	\$22,144ea	\$66,432
Philpott Motors	\$21,221ea	\$63,663
Caldwell Country Chevrolet	\$22,775ea	\$68,325

6. PURCHASE OF ONE (1) ONE TON, CREW CAB, DUALY LONG WHEEL BASE UTILITY TRUCK WITH SERVICE UTILITY BODY INSTALLED

Competitive sealed bids were received from six (6) vendors for these vehicles. Low Bid was received from Caldwell Country Chevrolet and will comply with the City of Killeen's list of specifications.

Sam Pack's Five Star Ford	\$36,890
Prestige Ford	\$37,740
Stanley Ford of McGregor	\$38,731
Philpott Motors	\$37,183
Caldwell Country Ford	\$37,812
Caldwell Country Chevrolet	\$33,975

FISCAL IMPACT

The **approved budgeted funds** are appropriated in the various departments for FY 12-13 in the listed accounts **totaling \$278,605** broken down as follows: Public Works, Street Department, \$39,180 in account # 601-3445-434.61-10: Solid Waste, Transfer Station \$22,795 in account #601-3475-439.61-10; Support Services, Fleet Services \$109,780 in account #601-2033-415.61-10; Public Works, Engineering Division \$33,690 in account #601-3435-432.61-10; Planning and Development, Code Enforcement \$21,620 in account 601-4053-450.61-35 and an additional \$21,620 in account #010-4053-450.61-10; and Support Services, Custodial Services \$29,920 in account #010-2032-415.61-10.

VEHICLE	ITEM	DEPARTMENT	ACCOUNT	COST
1 Ton, Crew Cab, Dually, Flat Bed with Utility Tool Box under Bed	1	Street Dept.	010-3445-434.61-10	\$31,140
½ Ton, Regular Cab, Long Wheel Base, Pick-up	2	Solid Waste	601-3475-439.61-10	\$17,598
		Fleet Services	601-2033-415.61-10	\$17,598
		Fleet Services	601-2033-415.61-10	\$17,598
Mid-Size SUV	3	Engineering	601-3435-432.61-10	\$19,007
Full-Size, Regular Cab, Short Bed Pick-up	4	Fleet Services	601-2033-415.61-10	\$16,598
Mid-Size, Crew Cab, Pick-up	5	Code Enf.	010-4053-450.61-35	\$21,187
		Code Enf.	010-4053-450.61-10	\$21,187
		Custodial Svcs	010-2032-415.61-10	\$21,187
1 Ton, Crew Cab, Dually, Long Wheel Base with Service Utility Body	6	Fleet Svcs	601-2033-415.61-10	\$33,975

RECOMMENDATION

Staff recommends awarding of the following procurements based on lowest bids received: items #1 and #6 are recommended for acquisition through Caldwell Country Chevrolet for \$65,115, items #2, #4, and #5 are recommended for acquisition through Sam Pack's Five Star Ford for \$132,953, and item #3 is recommended for acquisition through Caldwell Country Ford for \$19,007, for a **total expenditure of \$217,075.**

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

Kaci Briggs
for _____
Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

Regular 06-11-13
Item # CA-3
CCM/R _____

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Police Department Copiers Contract

ORIGINATING DEPARTMENT

Killeen Police Department

BACKGROUND INFORMATION

The Police Department has several older copiers leased from Xerox; those leases have expired. Several copiers, printers, fax machines and scanners still remain to support the police department. The Konica Minolta copier can be used as a printer, scanner, fax machine and copier, eliminating the need for additional printers and fax machines in some areas.

DISCUSSION/CONCLUSION

The recommendation is for the Police Department to lease six copiers from Konica Minolta.

2 Black and White Copiers, Konica Minolta bizhub C283

Monthly payment	\$125.72
Monthly service	\$44.88
Total monthly charge	\$170.60 * 2 = 341.20

1 Color Copier, Konica Minolta bizhub C284

Monthly payment	\$148.97
Monthly service	\$86.18
Total monthly charge	\$235.15 * 1 = 235.15

1 Color Copier, Konica Minolta bizhub C284

Monthly payment	\$160.79
Monthly service	\$86.18
Total monthly charge	\$246.97 * 1 = 246.97

1 Color Copier, Konica Minolta bizhub C364

Monthly payment	\$188.32
Monthly service	\$163.35
Total monthly charge	\$351.67 * 1 = 351.67

1 Black and White Copier Konica Minolta bizhub 223

Monthly payment	\$127.31
Monthly service	\$19.47
Total monthly charge	\$146.78 * 1 = 146.78

Total per month \$1,321.77
Total per year \$15,861.24
Total for 60 months \$79,306.20

The City of Killeen is a member of eight (8) purchasing cooperatives. The Texas Local Government Code, section 271.02 specifies that purchases made through a purchasing cooperative satisfy the City's legal bidding requirements. Konica Minolta Business Solutions USA, Inc. was awarded a contract with the Texas Department of Information Resources (DIR). Using the DIR cooperative to acquire IT products or services saves the City time and money. These cooperative contracts save taxpayer money by leveraging the State of Texas volume buying power to drive down costs. Once the contracts are in place with DIR, the City can select a vendor with the product or service needed.

FISCAL IMPACT

The cost is \$15,861.24 per year (five-year total of \$79,306.20). FY 12/13 funding is available in account 010-6000-441-4410, Hire of Equipment.

RECOMMENDATION

The staff recommends that the City Manager be authorized to execute a five-year contract for the purchase of Konica Minolta copiers at \$15,861.24 per year for a five-year total of \$79,306.20

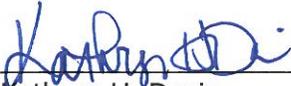
It is requested this be approved for a five-(5) year period and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

SUPPLEMENTARY SCHEDULE
DIR Contract #DIR-SDD-1673

THIS SUPPLEMENTARY SCHEDULE is entered into by and between the undersigned Lessee and Lessor pursuant to the Master Lease Agreement / DIR contract #DIR-SDD-1673. All terms and conditions of such Master Lease Agreement are incorporated herein and made a part hereof, and unless otherwise specified herein, the terms used in this Supplementary Schedule shall have the same meanings as used in the Master Lease Agreement.

By its signature hereon, Lessee and Lessor represent they have read, understand and agree to the Terms and Conditions of the Master Lease Agreement identified above and the provisions of this Supplementary Schedule, and the terms of the Master Lease Agreement are hereby incorporated by reference into this Supplementary Schedule as if set forth more fully herein.

IN WITNESS WHEREOF, Lessee and Lessor affirm all of the terms and conditions of the Master Lease Agreement and cause this Supplementary Schedule to be executed by their duly authorized representatives.

Term in Months: (60) / Equipment Payment: \$125.72/month / Service: 4200 B&W Impressions = \$44.88/month.
Total Monthly Payment = \$170.60

Equipment: *Konica Minolta BizHub 283* (Monochrome MFP/Copier) – Device will include the following accessories: DF-621 (Rev Auto Doc Feeder), PC-208 (Paper Cabinet w/ standard 1000-sheet capacity), Finisher (FS-527) w/ PK-517 Punch Kit, WT-506 Work-Table Extension, HD-516 HDD, 15-amp Innovolt Power Manager, Vcare, Professional Delivery & Installation.

Service & Supply: includes toner, parts, and labor during the contract. Excludes paper. DIR lease pricing is based on a *Konica Minolta BizHub 283 series* w/ 4200 monthly B&W impressions. Monochrome (B&W) overages billed monthly at \$0.01069 per impression.

*** PURCHASE ORDER FORM MUST BE SUBMITTED WITH SIGNED SUPPLEMENTARY SCHEDULE ***

Lessee: City of Killeen – PD RANGE / 12190 South Hwy 195, Killeen TX 76541
Mailing Address:
Equipment Location:
Federal Tax ID:

Lessor: Konica Minolta

Lessee: City of Killeen

By: _____

By: _____ 

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, and not to any installation or servicing dealer/branch. The following mandatory items must be included on the purchase order:

- State Contract #: **DIR-SDD-1673** and specify "All Contract MLA Terms & Conditions Apply"
- Organization's **Purchase Order Number**
- Quantities & Model #s w/ all accessories referenced.
- Pricing of equipment and **Service/Maintenance** including any lease terms
- Delivery address, contact name, and phone number(s).

SUPPLEMENTARY SCHEDULE
DIR Contract #DIR-SDD-1673

THIS SUPPLEMENTARY SCHEDULE is entered into by and between the undersigned Lessee and Lessor pursuant to the Master Lease Agreement / DIR contract #DIR-SDD-1673. All terms and conditions of such Master Lease Agreement are incorporated herein and made a part hereof, and unless otherwise specified herein, the terms used in this Supplementary Schedule shall have the same meanings as used in the Master Lease Agreement.

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Term in Months: (60) / Equipment Payment: \$125.72/month / Service: 4200 B&W Impressions = \$44.88/month.
Total Monthly Payment = \$170.60

Equipment: *Konica Minolta BizHub 283* (Monochrome MFP/Copier) – Device will include the following accessories: DF-621 (Rev Auto Doc Feeder), PC-208 (Paper Cabinet w/ standard 1000-sheet capacity), Finisher (FS-527) w/ PK-517 Punch Kit, WT-506 Work-Table Extension, HD-516 HDD, 15-amp Innovolt Power Manager, Vcare, Professional Delivery & Installation.

Service & Supply: includes toner, parts, and labor during the contract. Excludes paper. DIR lease pricing is based on a *Konica Minolta BizHub 283 series* w/ 4200 monthly B&W impressions. Monochrome (B&W) overages billed monthly at \$0.01069 per impression.

*** PURCHASE ORDER FORM MUST BE SUBMITTED WITH SIGNED SUPPLEMENTARY SCHEDULE ***

Lessee: **City of Killeen – North PD / 402 N. 2nd Street, Killeen TX 76542**
Mailing Address:
Equipment Location:
Federal Tax ID:

Lessor: Konica Minolta

Lessee: City of Killeen

By: _____

By: _____ 

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, and not to any installation or servicing dealer/branch. The following mandatory items must be included on the purchase order:

- State Contract #: **DIR-SDD-1673** and specify "All Contract MLA Terms & Conditions Apply"
- Organization's **Purchase Order Number**
- Quantities & Model #s w/ all accessories referenced.
- Pricing of equipment and **Service/Maintenance** including any lease terms
- Delivery address, contact name, and phone number(s).

SUPPLEMENTARY SCHEDULE
DIR Contract #DIR-SDD-1673

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IN WITNESS WHEREOF, Lessee and Lessor affirm all of the terms and conditions of the Master Lease Agreement and cause this Supplementary Schedule to be executed by their duly authorized representatives.

Term in Months: (60) / Equipment Payment: \$148.97/month / Service: 2800 B&W and 900 Color Impressions = \$86.18/month. Total Monthly Payment = \$235.15

Equipment: *Konica Minolta BizHub C284* (Color MFP/Copier) – Device will include the following accessories: DF-701 (Rev Auto Doc Feeder), PC-210 (Paper Cabinet w/ standard 1000-sheet capacity), Finisher (FS-533) w/ PK-519 Punch Kit, WT-506 Work-Table Extension, 15-amp Innovolt Power Manager, Vcare, Professional Delivery & Installation.

Service & Supply: includes toner, parts, and labor during the contract. Excludes paper. DIR lease pricing is based on a *Konica Minolta BizHub C284 series* w/2800 B&W and 900 Color monthly impressions. Monochrome (B&W) overages billed monthly at \$0.01018 per impression, and Color overages billed monthly at \$0.06408 per impression.

*** PURCHASE ORDER FORM MUST BE SUBMITTED WITH SIGNED SUPPLEMENTARY SCHEDULE ***

Lessee: City of Killeen PD – Records HQ / 3304 Community Blvd, Killeen TX 76542
Mailing Address:
Equipment Location:
Federal Tax ID:

Lessor: Konica Minolta

Lessee: City of Killeen

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, and not to any installation or servicing dealer/branch. The following mandatory items must be included on the purchase order:

- State Contract #: **DIR-SDD-1673** and specify "All Contract MLA Terms & Conditions Apply"
- Organization's **Purchase Order Number**
- Quantities & Model #s w/ all accessories referenced.
- Pricing of equipment and **Service/Maintenance** including any lease terms
- Delivery address, contact name, and phone number(s).

SUPPLEMENTARY SCHEDULE
DIR Contract #DIR-SDD-1673

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IN WITNESS WHEREOF, Lessee and Lessor affirm all of the terms and conditions of the Master Lease Agreement and cause this Supplementary Schedule to be executed by their duly authorized representatives.

Term in Months: (60) / Equipment Payment: \$160.79/month / Service: 2,800 B&W and 900 Color Impressions = \$86.18/month. Total Monthly Payment = \$246.97

Equipment: *Konica Minolta BizHub C284* (Color MFP/Copier) – Device will include the following accessories: FK-511 Fax Kit, DF-701 (Rev Auto Doc Feeder), PC-210 (Paper Cabinet w/ standard 1000-sheet capacity), Finisher (FS-533) w/ PK-519 Punch Kit, WT-506 Work-Table Extension, 15-amp Innovolt Power Manager, Vcare, Professional Delivery & Installation.

Service & Supply: includes toner, parts, and labor during the contract. Excludes paper. DIR lease pricing is based on a *Konica Minolta BizHub C284 series* w/2800 B&W and 900 Color monthly impressions. Monochrome (B&W) overages billed monthly at \$0.01018 per impression, and Color overages billed monthly at \$0.06408 per impression.

*** PURCHASE ORDER FORM MUST BE SUBMITTED WITH SIGNED SUPPLEMENTARY SCHEDULE ***

Lessee: **City of Killeen PD – Youth Services Div / 3304 Community Blvd, Killeen TX 76542**
Mailing Address:
Equipment Location:
Federal Tax ID:

Lessor: Konica Minolta

Lessee: City of Killeen

By: _____

By: _____ 

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, and not to any installation or servicing dealer/branch. The following mandatory items must be included on the purchase order:

- State Contract #: **DIR-SDD-1673** and specify "All Contract MLA Terms & Conditions Apply"
- Organization's **Purchase Order Number**
- Quantities & Model #s w/ all accessories referenced.
- Pricing of equipment and **Service/Maintenance** including any lease terms
- Delivery address, contact name, and phone number(s).

SUPPLEMENTARY SCHEDULE
DIR Contract #DIR-SDD-1673

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IN WITNESS WHEREOF, Lessee and Lessor affirm all of the terms and conditions of the Master Lease Agreement and cause this Supplementary Schedule to be executed by their duly authorized representatives.

Term in Months: (60) / Equipment Payment: \$188.32/month / Service: 10,500 B&W and 1,400 Color Impressions = \$163.35/month. Total Monthly Payment = \$351.67

Equipment: *Konica Minolta BizHub C364* (Color MFP/Copier) – Device will include the following accessories: FK-511 Fax Kit, DF-701 (Rev Auto Doc Feeder), PC-210 (Paper Cabinet w/ standard 1000-sheet capacity), Finisher (FS-533) w/ PK-519 Punch Kit, WT-506 Work-Table Extension, 15-amp Innovolt Power Manager, Vcare, Professional Delivery & Installation.

Service & Supply: includes toner, parts, and labor during the contract. Excludes paper. DIR lease pricing is based on a *Konica Minolta BizHub C364 series* w/10500 B&W and 1400 Color monthly impressions. Monochrome (B&W) overages billed monthly at \$0.00763 per impression, and Color overages billed monthly at \$0.05948 per impression.

*** PURCHASE ORDER FORM MUST BE SUBMITTED WITH SIGNED SUPPLEMENTARY SCHEDULE ***

Lessee: City of Killeen PD – Personnel & Training Div / 3304 Community Blvd, Killeen TX 76542
Mailing Address:
Equipment Location:
Federal Tax ID:

Lessor: Konica Minolta

Lessee: City of Killeen

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, and not to any installation or servicing dealer/branch. The following mandatory items must be included on the purchase order:

- State Contract #: **DIR-SDD-1673** and specify "All Contract MLA Terms & Conditions Apply"
- Organization's **Purchase Order Number**
- Quantities & Model #s w/ all accessories referenced.
- Pricing of equipment and **Service/Maintenance** including any lease terms
- Delivery address, contact name, and phone number(s).

SUPPLEMENTARY SCHEDULE
DIR Contract #DIR-SDD-1673

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IN WITNESS WHEREOF, Lessee and Lessor affirm all of the terms and conditions of the Master Lease Agreement and cause this Supplementary Schedule to be executed by their duly authorized representatives.

Term in Months: (60) / Equipment Payment: \$127.31/month / Service: 1400 B&W Impressions = \$19.47/month.
Total Monthly Payment = \$146.78

Equipment: *Konica Minolta BizHub 223* (Monochrome MFP/Copier) – Device will include the following accessories: FK-508 & MK-726 Fax/Mount Kits, DF-621 (Rev Auto Doc Feeder), PC-208 (Paper Cabinet w/ standard 1000-sheet capacity), Finisher (FS-527) w/ PK-517 Punch Kit, WT-506 Work-Table Extension, HD-516 HDD, 15-amp Innovolt Power Manager, Vcare, Professional Delivery & Installation.

Service & Supply: includes toner, parts, and labor during the contract. Excludes paper. DIR lease pricing is based on a *Konica Minolta BizHub 223 series* w/ 1400 monthly B&W impressions. Monochrome (B&W) overages billed monthly at \$0.01391 per impression.

*** PURCHASE ORDER FORM MUST BE SUBMITTED WITH SIGNED SUPPLEMENTARY SCHEDULE ***

Lessee: City of Killeen – PD – OCD / 1311 Stonetree Drive, Suite 3-B, Killeen TX 76543
Mailing Address:
Equipment Location:
Federal Tax ID:

Lessor: Konica Minolta

Lessee: City of Killeen

By: _____

By: _____ 

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, and not to any installation or servicing dealer/branch. The following mandatory items must be included on the purchase order:

- State Contract #: **DIR-SDD-1673** and specify "All Contract MLA Terms & Conditions Apply"
- Organization's **Purchase Order Number**
- Quantities & Model #s w/ all accessories referenced.
- **Pricing** of equipment and **Service/Maintenance** including any lease terms
- Delivery address, contact name, and phone number(s).

Regular 06-11-13
Item # CA-4
CCM/R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

Support for a FY 2013 Bulletproof Vest Partnership Program Grant Application

ORIGINATING DEPARTMENT

Police Department

BACKGROUND INFORMATION

Officers are required to have soft body armor available during all police related activities. As a result, the Police Department budgets up to \$500 per officer for initial issue and the five-year replacement of soft body armor. This reimbursement is based on funds available at a rate of up to \$500 per officer. This amount rarely meets the total cost of vest purchase, leaving the additional cost to be absorbed by the officers.

DISCUSSION/CONCLUSION

The Police Department has applied for the 2013 Bulletproof Vest Partnership Grant. The Bureau of Justice Assistance is authorized to award grants to states and local governments to purchase soft body armor for law enforcement officers' use. Application for the Bulletproof Vest Partnership Grant will supplement the department's current vest reimbursement budget reducing out-of-pocket cost to the officers. The program will reimburse officers up to 50% of the total cost of their vest purchase; funds from the Department's budget will then reimburse the remaining balance of the vest cost at a rate of up to \$500 per officer.

The use of both funding sources will allow officers to purchase high quality, state-of-the-art body armor without passing on significant cost to the officer or adding additional cost to the department's budget.

FISCAL IMPACT

The grant time period is from April 1, 2013 to August 31, 2015. Payment is reimbursed as funds are spent.

If awarded and accepted, the Fiscal Year 2014 budget will be revised to reflect increases of an estimated \$17,623 in revenue account 010-6000-441-8017 (Bulletproof Vest) and an estimated \$17,623 in expense account 010-6000-441-8015 (Contra-Bulletproof Vest). Budget amendment will be presented to Council for approval if awarded.

The grant causes no additional fiscal impact to the City budget beyond those funds normally budgeted. Funds for the Vest Allowance Program will be allocated in 2013-2014 preliminary line item budget.

RECOMMENDATION

Staff recommends that this resolution be passed authorizing the City Manager to accept, reject, alter or terminate the program.

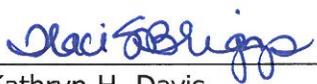
In the event of loss or misuse of Criminal Justice Department's (CJD) funds, the governing body assures that the funds will be returned to CJD.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



for Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

Regular 06-11-13
Item # CA-5
CCM/R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

**Skylark Field Lease Agreement – PHI
Air Medical, LLC**

ORIGINATING DEPARTMENT

Department of Aviation

BACKGROUND INFORMATION

A new aircraft hangar under construction at Skylark Field is nearing completion and is expected to be ready for occupancy by July 1, 2013. The 6,400 square foot building is designed to accommodate a variety of common corporate jets, turbo-prop aircraft, or helicopters and includes appropriate administrative space adaptable for office or shop space, rest rooms, shower, kitchen, and related amenities.

DISCUSSION/CONCLUSION

Staff has negotiated a lease agreement with PHI Air Medical, LLC, for the lease of the new hangar. PHI Air Medical provides 24 hour air ambulance service to the local area, with one helicopter based at Skylark Field and others based in nearby communities. PHI Air Medical (or its predecessor) has been leasing temporary office facilities from the airport since 2004, but it has always been dependent upon another airport tenant to share hangar space. This lease agreement will replace the existing agreement and will allow the company the flexibility to use Killeen as a maintenance base for some of its other aircraft, with resulting positive economic benefits to the airport and the City.

The lease agreement is for an initial term of one year beginning July 1, 2013 with four automatic one year extensions unless the tenant notifies the airport 60 days in advance of its intent not to renew the agreement. The tenant will pay the airport \$3,000 per month during the 1st year. The rental rate for subsequent years will increase by \$100 per month on each anniversary of the lease agreement. At the end of the first five years, the tenant will have the option to renew the agreement under terms that would be renegotiated and approved by Council at that time.

FISCAL IMPACT

This lease agreement will provide for an initial gross revenue of \$36,000 per year with increases of \$1,200 per year through years two to four of the lease. The revenue increase to the airport

for the current fiscal year is approximately \$5,700. Revenues will be deposited in the Skylark Field Airport Enterprise Fund.

RECOMMENDATION

City Council approve the attached lease agreement with PHI Air Medical, LLC, and authorize the City Manager to execute same.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

STATE OF TEXAS

COUNTY OF BELL

LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into by and between the City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and PHI Air Medical, L.L.C., hereinafter referred to as "Tenant".

ARTICLE I

Description of Leased Premises

The Airport, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease and let unto Tenant the following described property, hereinafter referred to as "Leased Premises", located on Skylark Field at 1503 Stonetree Drive, Killeen, Texas, 76543: A 6,400 sq. ft. hangar currently under construction, with an approximate completion date of June 18, 2013. The hangar will include internal build-outs for crew nap rooms, office space, break room and related work areas. The Leased Premises do not include any kitchen appliances which shall be furnished by Tenant to the extent Tenant elects to have same.

ARTICLE II

Description of Concession Granted

1. The Airport grants Tenant the right to engage in the activities of a Helicopter Ambulance Service. Tenant is authorized to utilize the Leased Premises for the conduct of maintenance on tenant owned or operated aircraft.
2. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 (A) of the Federal Aviation Act of 1958 or for aeronautical activities.

ARTICLE III

Obligations of the Airport

1. The Airport shall maintain and repair the non-leased portion of the areas surrounding the Leased Premises depicted on Exhibit "A".
2. The Airport shall provide adequate access to the Leased Premises so long as Airport, Transportation Security Administration, and pertinent Federal Aviation Regulation security practices are not violated.
3. Parking will be provided for Tenant's employees and customers in a designated parking lot adjacent to the building. Tenant understands and agrees that such parking is provided for the direct support of the business authorized herein and will not be utilized for the long term storages of vehicles or other items owned by employees or customers of the Tenant.

4. If the Leased Premises are destroyed or damaged by any means which are not fully the fault of the Tenant, to the extent that the Tenant will be unable to conduct any substantial portion/s of the business contemplated by this Lease, either party may cancel this Lease in writing and the Tenant will stand charged only with the rent specified in ARTICLE VI up to the time of such damage or destruction.
5. The Airport shall furnish keys, at no initial cost to Tenant, to the Tenant's designated Manager who shall be responsible for safekeeping of such keys. Lost key replacement will be charged to Tenant in accordance with the Rents and Fees Schedule depicted on Exhibit "B".
6. The Airport shall maintain and keep in repair the landing area of the airport. The Airport retains the right to reasonably direct and reasonably control all activities of the Tenant in this regard. The Airport shall make all reasonable efforts not to hinder the Tenant's efforts in the performance of Tenant's business functions or services.
7. After reasonable notice to Tenant (when practical), the Airport reserves the right to temporarily close the airport or any other facilities thereon for maintenance, improvements, or for the safety of the public. The Airport will abate rent for affected tenant areas for periods in which closure for these reasons prevents the tenant from operating its facilities, if reasonable temporary facilities and/or arrangements cannot be made by the airport.
8. The Airport will provide, at no additional charge to the Tenant, the use of a helicopter parking spot near the building specified in Article I for storage of aircraft owned or operated by the Tenant (see Exhibit "A"). The exact location will be made by the Airport's Director of Aviation and may change from time to time during the term of this Lease. If a proposed change in location is unacceptable to the Tenant, in its reasonable discretion, then Airport and Tenant agree to find a suitable and mutually acceptable location within five business days of the Tenant's notice to the Airport that the proposed relocation is unacceptable.
9. The Airport will provide, at no additional charge to the Tenant, airside space not to exceed 300 square feet, adjacent to the building specified in Article I, for storage of a ground power unit, oxygen, a small portable fuel container (not to exceed 300 gallon capacity), tow tractor and other related aircraft ground support equipment necessary for the safe and efficient operation of a Helicopter Ambulance Service. Such storage must be maintained in a neat and orderly manner, so as not to detract from the appearance of the airport. The exact location of this space will be mutually agreed to between the Airport's Director of Aviation or his designated representative and the Tenant. The location of such space may change from time to time during the term of this Lease.
10. Except as indicated in Article IV, Par 1, the Airport is responsible for the maintenance and repair of the exterior of the Leased Premises, the steel frame structure of the building, and all plumbing located underground or under the floor

of the building. The Tenant is responsible for sewer clean outs that are not the result of a damaged sewer line.

ARTICLE IV
Obligations of the Tenant

1. Excepting any warranty coverage provided by the building's construction contractor, the Tenant accepts the building identified in Article I of this Lease in "as is" condition, and assumes all responsibility and expense of maintaining the interior of the building in a safe, neat, attractive, and good physical condition. Tenant is responsible for the maintenance of exterior signage and any other item the Director of Aviation may have authorized the Tenant to install on the exterior of the building. Tenant will promptly notify Airport of any potentially warranty covered faults or damage during the warranty period. Tenant will promptly repair all non-warranty damages at the Tenant's expense. Any damage caused by the Tenant's failure to repair the building or notify Airport in a timely manner is the sole responsibility of the Tenant. Appropriate representatives of the Airport and the Tenant will perform and document a joint facility inventory and inspection before Tenant occupies the Leased Premises. A record of this inspection will be maintained by both parties for the duration of the Tenant's occupancy of the facility.
2. Tenant agrees it will not assign this Lease or sublet the Leased Premises or any part thereof, without the prior written consent of the Airport. It is further agreed consent will not be unreasonably withheld.
3. Tenant agrees to keep the Leased Premises clean and shall provide its own janitorial services and will be responsible for the removal of any exposed litter or unsafe materials which may accumulate in or about the building or properties.
4. Tenant shall be responsible for disposal of its own trash accumulations by depositing it in the nearest exterior trash dumpster.
5. Tenant agrees it shall not engage in any business or activity within the confines of Skylark Field other than those expressly authorized by this agreement.
6. Tenant shall operate the Leased Premises without cost to the Airport, and will maintain all equipment, appliances and furnishings therein.
7. Tenant agrees its employees, while performing the duties associated with the concession granted in ARTICLE II, will be neatly groomed and attired and conduct themselves in a courteous, professional, and businesslike manner.
8. Tenant and its staff shall conduct activities on the Leased Premises in accordance with all applicable laws and regulations.
9. Upon vacating, Tenant shall leave the Leased Premises in as good condition and substantially as they were before removal, ordinary wear and tear excepted.

Tenant shall make no structural changes, additions or improvements to the Leased Premises without prior written consent of the Director of Aviation, and appropriate building permits obtained from the City of Killeen Building and Developments Services Department.

10. Tenant shall, no later than ten (10) days after the beginning of the term of this Lease, provide the Airport with a report listing all aircraft operated by the tenant by aircraft model and FAA registration number that are based at Skylark Field. Tenant shall provide subsequent reports updating this information within thirty (30) days of any change of based aircraft.
11. Tenant agrees to furnish its own meters for electricity, water, and natural gas and shall be responsible for its own utility services and charges.
12. Tenant agrees it will not store any equipment or supplies on the ramp area or any other area outside of the Leased Premises (to include the designated additional storage as specified in Article III, Section 9). Properly escorted vehicles and equipment may access the ramp area when necessary for maintenance support or passenger or cargo transfer to and from aircraft or the Leased Premises.
13. In addition to any applicable requirements of Article X of this Lease, Tenant is required to store any fuel that is kept within the additional designated storage space (as specified in Article III, Section 9) within a fuel containment device which is acceptable to the Director of Aviation. Tenant is subject to other restrictions concerning storage of said fuel that the Director of Aviation or the City of Killeen Fire Marshal may determine to be necessary for adequate safety and protection of the environment.
14. Tenant alone is responsible for any loss or damage to, or damage caused by, Tenant-owned or operated property stored on the grounds of the Airport and agrees to indemnify and hold Airport and all of its officers, agents, servants, and employees harmless to the extent allowed by law from any loss, damage, liability or expense, including costs of court, reasonable attorneys' fees, expert witnesses' and consultants' fees, on account of damage to or loss of property and injuries, including death, to all persons, defend Airport in any suits or other proceedings brought against Airport and its officers, agents, servants and employees, or any of them on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewithin.

ARTICLE V **Terms of Agreement**

1. The Airport hereby grants unto the said Tenant, for a period of one (1) year beginning July 1, 2013 and ending June 30, 2014, the right to operate a Helicopter Ambulance Service, as previously described, at Skylark Field.
2. If Tenant is not in default of the terms hereunder, the initial term of the Lease Agreement shall automatically extend for four (4) successive one (1) year terms

under the terms and fees established by this Lease Agreement, unless Tenant gives City notice of its option not to extend at least sixty (60) days prior to the expiration of the initial term or corresponding successive term, as applicable. Upon the expiration of five (5) years and provided Tenant is not in default of the terms hereunder, Tenant shall have the right to request approval by the City Council of the City of Killeen of a subsequent lease agreement under the then applicable terms and fees.

3. Any holding over by the Tenant on the expiration of the initial or any successive term of this Lease shall not constitute a renewal thereof but shall constitute only a tenancy on a month-to-month basis. Any such holding over may be allowed by the Director of Aviation, if such holding over is in the best interest of the Airport and if the Tenant is otherwise in good standing with the Airport. The Tenant must request holding over in writing at least sixty (60) days prior to the expiration of the initial or any successive term of this Lease, as applicable, and must have received written authorization to hold over from the Director of Aviation, prior to the expiration of the initial or any successive term of this Lease, as applicable. All other terms of this Lease shall continue to be binding upon the Tenant in holdover status.
4. As consideration for this Lease, Tenant promises to pay to the Airport, at the Office of the Director of Aviation in Killeen, Bell County, Texas, the sum/s prescribed in ARTICLE VI, said sum/s payable without demand in monthly installments in advance on or before the fifth day of each month and every month during the term of this Lease. Alternatively, as long as the Airport continues to maintain an administrative office at Skylark Field, all payments may be made at either office by the dates prescribed above.

ARTICLE VI

Rentals, Fees, and Accounting Records

1. Beginning, July 1, 2013, Tenant shall pay to the Airport, \$3,000.00 per month for the Leased Premises in accordance with the fee schedule described in Exhibit "B" each and every month for the duration of the initial term of this Lease. In the event that Tenant automatically extends this Lease into the subsequent terms herein described, the base rental amount of \$3,000.00 per month shall be increased by \$100.00 per month per subsequent term for the duration of the Lease term (i.e.: July 1, 2014 through June 30, 2015, base rent shall be \$3,100.00 per month; July 1, 2015 through June 30, 2016, base rent shall be \$3,200.00 per month, etc.). Sundry charges of the previous month will be in accordance with the fee schedule described in Exhibit "B". Sundry charges are subject to change on an annual basis. Airport will provide a revised Rents and Fees Schedule to Tenant at least thirty (30) days before the effective date of any changes to sundry charges.
2. A late fee of five percent (5%) of the total amount due will be assessed to the Tenant if payments prescribed in Paragraph 1 above are not received in the administrative offices of the Director of Aviation, or the Skylark Field office, by the fifth day of each month. An additional five percent (5%) of the outstanding

amount will be assessed each month that all or a portion of the Tenant's obligations remain unpaid. Obligations unpaid more than sixty days after the prescribed due dates will be cause of considering the payment(s) in default of this Lease.

3. If Tenant defaults in the payment of rent, fees, or any part thereof, and such default shall continue for thirty (30) days after written notice by the Airport to the Tenant to pay, the Airport shall, without further notice, have the right to re-enter the Leased Premises to remove the Tenant and all persons holding over it and to terminate this Lease and repossess the Leased Premises. Such repossession shall not constitute a waiver by the Airport for any other rights it may have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents.
4. If the Tenant holds over beyond the term of this Lease on a month-to-month basis, all basic rents, as listed in Exhibit "B", as modified by paragraph 1 above in respect to subsequent terms, if applicable, will increase by 15%. Beginning with the fourth month in a hold over status, basic rents will increase by 20%. Beginning with the seventh month in a hold over status, basic rents will increase by 25%. Sundry charges will be at the current rates in effect for that month.
5. Tenant shall maintain a performance bond, deposit, or other financial assurance acceptable to the Airport in the amount of \$6,000.00 for the term of this Lease. Tenant shall forfeit said assurance if it is determined to be in default as described in Article XI of this Lease; provided that Airport shall provide a written report to Tenant of the events giving rise to such default and the costs incurred or to be incurred by Airport to remedy such default.

ARTICLE VII **Rights of Inspection**

The Airport reserves the right to inspect the Leased Premises, equipment, and services at any reasonable time for the purpose of assuring compliance with this Lease, public safety or welfare, or the Airport's general rights and duties as lessor.

ARTICLE VIII **Non-Discrimination Covenants**

1. The Tenant for itself, its personal and legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that:
 - a. No persons on the grounds of race, color, religion, sex, age, disability, or national origin shall be unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and the privileges provided herein.
 - b. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race,

color, religion, sex, age, disability, or national origin shall be unlawfully excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- c. That the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Department of Transportation, Subtitle A, Office of the Secretary, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
2. Tenant assures that if applicable by the provisions of the regulation, it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, disability, or sex be unlawfully excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be unlawfully excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Tenant assures that if applicable by the provisions of the regulation, it will require that its covered sub organizations provide assurances to the Airport that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required, by 14 CFR Part 152, Subpart E, to the same effect.
3. In the event of breach of any of the preceding nondiscrimination covenants, the Airport shall have the right to terminate this Lease and the privileges herein, and hold the same as if said Lease had never been made or issued.

ARTICLE IX
Indemnification and Insurance

1. Without limiting Tenant's obligation to indemnify the Airport, Tenant shall provide, pay for, and maintain in full force at all times during the term of the agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company or its equivalent in the types and amounts as listed below.

TYPE	MINIMUM LIMITS
Workers Compensation	Statutory
Premises Liability	
Bodily Injury	\$ 300,000 per occurrence \$1,000,000 aggregate
Property Damage	\$ 300,000 per occurrence \$1,000,000 aggregate
Aircraft Liability	
Bodily Injury	\$ 500,000 per occurrence

To the extent of the risks, liabilities and indemnities assumed by Tenant under

this Lease, The "City of Killeen" (a) shall be included as additional insured; (b) shall be furnished with Certificate of Insurance coverage in the above minimum amounts with this signed Lease and at any time during the lease period that the Tenant may change or extend coverage; and (c) Tenant's insurers shall waive all rights of subrogation in respect to the City on the General Liability and Workers Compensation policies. Current period proof of coverage for all other types of insurance must be on file with the Airport at all times.

The Airport reserves the right to increase the minimum required insurance in an amount and type not to exceed coverage required at comparable airports to be effective thirty (30) days after notice is sent to the address provided herein.

2. The Airport and the Tenant shall be liable for their own acts of negligence, and each agrees to indemnify the other for any losses, damages, costs or expenses, including attorney fees and litigation expenses, paid or sustained by reason of the sole negligence of the indemnifying party.
3. The Tenant shall hold the Director of Aviation and all other Department of Aviation personnel, and the officers, elected officials and employees of the City of Killeen harmless from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising out of, or resulting from its negligence during its tenancy and activities, and shall pay all reasonable expenses in defending any claims against the city. Similarly, Airport shall hold Tenant harmless from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising out of Airport's negligence related to the Airport's activities under this Lease, and shall pay all expenses in defending any such claims against the Tenant.
4. The Tenant shall be solely liable and responsible for civil penalties imposed upon the Airport as a result of the Tenant's negligent acts and/or violations of Federal, State, or Local Regulations or laws by the Tenant, especially when the Airport has made good faith efforts to establish rules and procedures for compliance with such regulations. Similarly, the Airport shall be solely liable and responsible for civil penalties imposed upon the Tenant as a result of negligent acts and/or violations of Federal, State or Local Regulations or laws by Airport which do not result from any violation of said regulations by the Tenant.
5. Special Environmental Indemnity:
 - a. Definitions. The term "Environmental Laws" means any one or all the following as the same are amended from time to time: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C., Section 9601, et seq.; (ii) the Toxic Substance Control Act, 15 U.S.C., Section 2601, et seq.; (iii) the Safe Drinking Water Act, 42 U.S.C., Section 300h, et seq.; (iv) the Clean Water Act, 33 U.S.C., Section 1251, et seq.; (v) the Clean Air Act, 42 U.S.C., Section 7401, et seq.; and (vi) the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted in connection with the

regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land.

The term "Hazardous Material" includes: (i) those substances included within the definitions of hazardous substance, hazardous material, toxic substance, or solid waste in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq. And the regulations promulgated thereto: (ii) these substances listed in the United States Department of Transportation Table (49 C.F.R., Section 172.101 and amendments thereto) or by the Environmental Agency as hazardous substances (40 C.F.R., part 302, and amendments thereto; and, (iii) all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any local, state or federal environmental law.

The term "release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

b. Compliance.

- (1) Tenant shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Leased Premises, or transported to and from the Leased Premises, by Tenant, its agents, employees, contractors or invitees that enters the Leased Premises in violation of any Environmental Laws.
- (2) Tenant shall indemnify, defend and hold harmless Airport, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs (collectively, "Liability"), arising from or related to any claim or action for injury, liability, breach of warranty of representation, or damage to persons or property and any and all claims or actions brought by any person, entity or government body alleging or arising on connection with contamination of, or rule, regulation, judgment or order of any government or judicial entity, to the extent incurred or assessed as a result of any activity or operation on or discharge by, through or under Tenant from the Leased Premises during the term of this lease agreement. Notwithstanding the foregoing, Tenant shall not be responsible for, or indemnify Airport or any other person or entity for, any liability arising from (i) the presence, generation, use, manufacture or release of Hazardous Materials, or (ii) violation of any Environmental Laws, occurring or existing prior to the Effective Date or after this Lease agreement has terminated, provided Tenant's activities and operations were not the cause or source of the release of any Hazardous Materials or any contamination or

violation of Environmental Laws. Airport shall indemnify, defend and hold harmless Tenant, its successors and assigns, its employees, agents and attorneys from and against any and all Liability arising from or related to any claim or action for injury, liability, breach of warranty of representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse affects on, the environment or violation of any Environmental Laws or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity, to the extent incurred or assessed as a result of any activity or operation on or discharge from the Leased Premises occurring or existing prior to the Effective Date or after this Lease has terminated, provided Tenant's activities and operations were not the cause or source of the release of any Hazardous Material or any contamination or violation of Environmental Laws.

ARTICLE X

Storm Water Compliance

1. Acknowledgments:
 - a. Notwithstanding any other provisions or terms of this Lease, Tenant acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122 and state storm water regulations (TPDES MSGP Permit number TXR050000), for vehicle maintenance, and equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations. Tenant further acknowledges that it is familiar with these storm water regulations; that it conducts vehicle maintenance, equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
 - b. Notwithstanding any other provisions or terms of this Lease, Airport acknowledges that it has obtained a storm water discharge permit as required by the applicable regulations for the Airport, including the property occupied or operated by the Tenant.
 - c. Notwithstanding any other provisions or terms of this Lease, including the Tenant's right to quiet enjoyment, Airport and Tenant both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Tenant acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled, or otherwise used by the Tenant, as defined in applicable storm

water regulations, by implementing and maintaining "Best Management Practices."

- d. The Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.

2. Permit Compliance:

- a. Airport will provide Tenant with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Tenant will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; preparation of storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Tenant, within seven (7) days of receipt of such written notice, shall notify Airport in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Tenant does not provide such timely notice, it is deemed to assent to undertake such requirements. If Tenant provides Airport with timely written notice that it disputes such storm water discharge permit requirements, Airport and Tenant agree to negotiate a prompt resolution of their differences. Tenant warrants that it will not object to written notice from the Airport for purposes of delay or avoiding compliance.
- b. Unless otherwise agreed to in writing between Airport and Tenant or unless Tenant timely notifies Airport of its dispute as detailed above, Tenant agrees to undertake at its sole expense, those storm water discharge permit requirements for which it has received written notice from the Airport. Tenant warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Airport and Tenant. Tenant acknowledges that time is of the essence.
- c. Airport agrees to provide Tenant, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- d. Tenant agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Airport as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
- e. Airport will give Tenant written notice of any breach by Tenant of the Airport's storm water discharge permit or the provisions of this section. Tenant agrees to cure promptly any breach. If such a breach is material, and, if of a continuing nature, Airport may seek to terminate this Lease pursuant to the terms of this Lease.

- f. Tenant agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the airport.
3. Indemnification:
 - a. Notwithstanding any other provisions of this Lease, Airport agrees to indemnify and hold Tenant harmless from any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Airport's actions or omissions, for failure to comply with Airport's obligations under the applicable storm water regulations and storm water discharge permit, unless the result of Tenant's sole negligence, acts, or omissions. This indemnification shall survive any termination or non-renewal of this Lease.
 - b. Notwithstanding any other provisions of this Lease, Tenant agrees to indemnify and hold harmless Airport and other tenants from any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Tenant's actions or omissions, for failure to comply with Tenant's obligations under this Article, the applicable storm water regulations, and storm water discharge permit, unless the result of Airport's sole negligence, acts, or omissions. This indemnification shall survive any termination or non-renewal of this lease.

ARTICLE XI
Events of Default and Remedies Upon Default

1. "Event of Default" means the occurrence of any one or more of the following events as they may relate to this Lease: (a) Tenant fails to make any Rent payment (or any other payment) as it becomes due in accordance with the terms of this agreement, and any such failure continues for thirty (30) days after written notice by the Airport to the Tenant to pay; (b) Tenant or Airport fails to perform or observe any of its obligations under this Lease, and such failure is not cured within thirty (30) days after receipt of written notice by Tenant or Airport; (c) any statement, representation or warranty made by Tenant in this Lease or in any writing delivered by Tenant pursuant thereto or in connection therewith proves at any time to be false, misleading or erroneous in any material respect as of the time when made; (d) Tenant applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Tenant or of all or a substantial part of its assets, or a petition for relief is filed by Tenant under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter
2. If any Event of Default occurs, then Airport or Tenant may, at its option, exercise any one or more of the following remedies:
 - a. Terminate, cancel or rescind this Lease;

- b. Exercise any other right, remedy or privilege which may be available to Airport under applicable law or, by appropriate court action at law or in equity, Airport or Tenant may enforce any of Tenant's obligations under this Lease;
- c. Airport may require Tenant to pay (and Tenant agrees that it shall pay) all out-of-pocket costs and expenses incurred by Airport as a result (directly or indirectly) of the Event of Default and/or of Tenant's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, repair, reconditioning or disposition of the Leased Premises and any equipment associated with such agreement;
- d. Airport may re-enter the Leased Premises to remove the Tenant and all persons holding over it and to terminate this Lease and repossess the Leased Premises. Such repossession shall not constitute a waiver by the Airport for any other rights it may have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents. If Airport re-enters the Leased Premises, Airport shall allow Tenant to recover any and all perishable or time-sensitive items (including log books) within a reasonable time period as to not allow any item to perish, expire or hinder Tenant's ability to perform necessary functions related to its aircraft of business.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Airport. Airport's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Airport to exercise any remedy under any agreement shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

ARTICLE XII

General Provisions

- 1. Neither the failure of the Airport to strictly enforce all of the terms of this Lease nor the acceptance of rent by the Airport after any breach by the Tenant nor any delay on the part of the Airport to strictly enforce the provisions hereof shall operate or be deemed a waiver of any rights or remedies accruing to the Airport by reasons of any subsequent breach. In any legal proceedings under this Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be incurred in such proceedings.
- 2. Notices to the Airport shall be sufficient if sent by registered mail, postage paid, addressed to the Director of Aviation, Killeen-Fort Hood Regional Airport, 8101 South Clear Creek Dr, Box C, Killeen, Texas 76549, and notices to the Tenant shall be sufficient if sent by registered mail, postage paid, addressed to PHI Air

Medical, L.L.C., 2800 N. 44th Street, Suite 800, Phoenix, AZ 85008. The parties may designate other addresses from time to time in writing. Tenant must provide a valid new address for notices to Tenant within ten (10) days if the above address becomes invalid.

3. This Lease is made upon the express condition that if Tenant fails to keep and perform any of the covenants or agreements contained in this indenture, then this Lease shall become void at the option of the Airport, provided the Airport shall first give the Tenant at least thirty (30) days written notice of intention to forfeit this Lease, and shall set forth therein the specific breach of this Lease and of Airport's intention to re-enter the Leased Premises and declare this Lease forfeited, if such breach be continued. Such notice shall be served in the manner heretofore provided and after the expiration of said thirty (30) days notice this Lease shall be void, provided the Tenant is then in default and the Airport shall then be entitled to the possession of the Leased Premises. Such repossession shall not constitute a waiver of the Airport for any other rights it may have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents. If Tenant fails to remove any or all of its own possessions from the Leased Premises within the prescribed thirty (30) days, the Airport may remove those possessions without incurring any liability for damages of any type, and all obligations and requirements, including payment of rent payments shall continue to apply.
4. In the event of the appointment of a Trustee due to a voluntary or involuntary bankruptcy on the part of Tenant, or the appointment of a receiver for the Tenant, or a voluntary assignment for creditors by the Tenant (or if this Lease shall, by operation of law or otherwise, devolve upon or pass to a person or corporation other than the Tenant), then in no case shall the Leased Premises be used for any purpose other than those contained in ARTICLE II, herein.
5. The Airport reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Tenant and without interference or hindrance by Tenant; however, all developments and improvements affecting the Tenant will be coordinated with Tenant.
6. Airport reserves the right to take action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure, or the conduct of any activity, on the airport which, in the opinion of the Airport, would interfere with the operations of the airport or constitute a hazard to aircraft.
7. This Lease shall be subordinate to the current or future Airport rules, regulations and standards, and City Ordinances, as well as all applicable State and Federal regulations and laws. It is herein agreed between the Airport and the Tenant that the Airport Rules and Regulations now in effect and hereafter adopted or amended by the City shall not be altered or impaired in any respect by this Lease, but said rules and regulations shall remain in effect and be applicable to the Tenant during the term of this Lease.

and the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA) and all regulations now and hereafter imposed upon the City and that the Airport shall not be liable to Tenant on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such provision is unilaterally reformable at the Airport's option.

8. The Tenant, its successors, and assigns will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust, or glaring or misleading lights.
9. Tenant may establish and utilize d/b/a (doing business as) names as appropriate as long as those names are provided in writing to the Director of Aviation prior to their use in signage or advertising.

IN WITNESS WHEREOF, the parties have executed this Lease on this ____ day of _____, 2013.

ATTEST:

CITY OF KILLEEN:

Paula Miller
City Secretary

Glenn Morrison
City Manager

ATTEST:

TENANT
PHI Air Medical, L.L.C.

Janice Cissna
Executive Assistant

Dave Motzkin
Director PHI Air Medical, LLC

PHIAirMedicalILEJ

SKYLARK FIELD

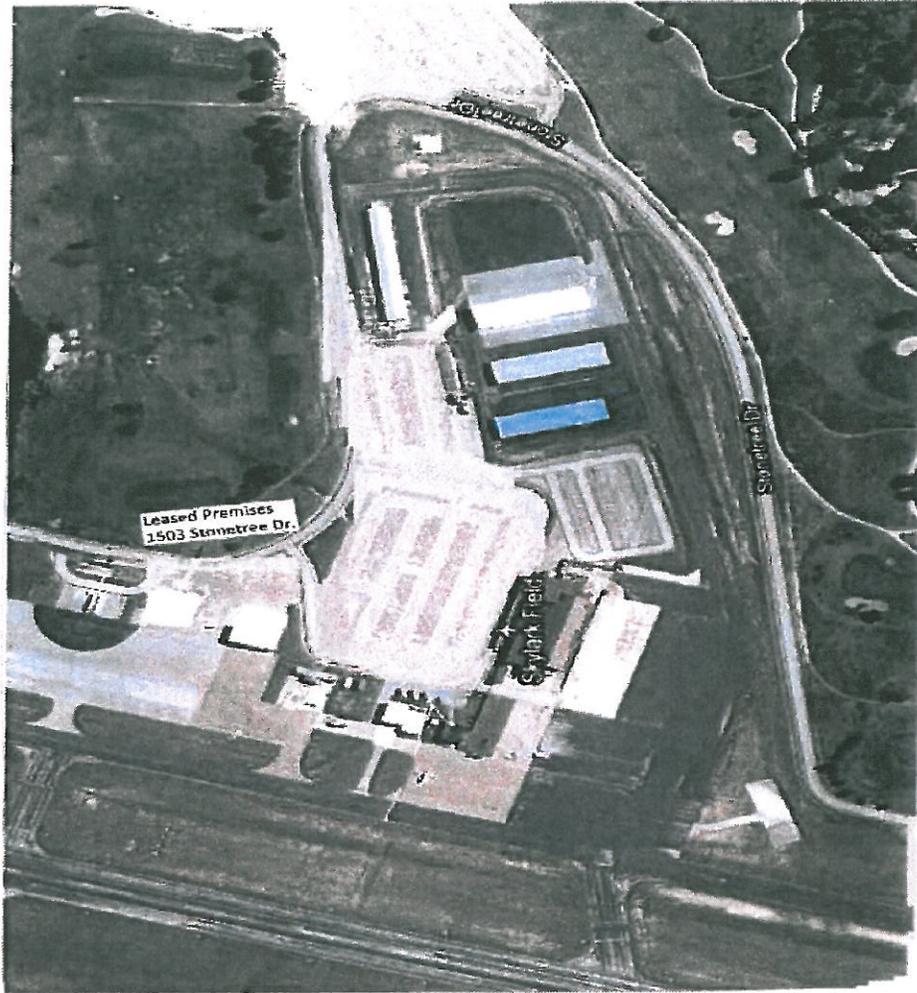


EXHIBIT "A"

City of Killeen and PHI Air Medical, L.L.C.

Rents and Fees Schedule

BASIC RENT

Hangar (1503 Stonetree Dr) 6,400 sq. ft. @ \$.46875 per sq. ft.	\$3,000.00 per month
Total Basic Rent (Initial Term)	\$3,000.00 per month

SUNDRY CHARGES

Key replacement	\$15.00
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LATE PAYMENT PENALTY

Late payment penalties shall be assessed on the total monthly payment:

5% of total monthly fees if paid after the first day of the month.

An additional 5% of total outstanding amount for each additional month that Tenant's obligations remain unpaid.

EXHIBIT "B"

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

**Quarterly Investment Report for the
Quarter ended March 31, 2013**

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The City of Killeen's Investment Policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of the quarter. The quarterly report shall include a detailed description of the investment position of the City, summarize the investment activity in each pooled fund group, state the total rate of return on the investment portfolio, and contain information regarding the market value and book values of each separately invested asset. The report shall also state the compliance of the investment portfolio of the City as it relates to the investment strategy expressed in the City's investment policy and the relevant provisions of the Public Funds Investment Act.

DISCUSSION/CONCLUSION

The attached Investment Report summarizes all investment activity for the quarter ended March 31, 2013. The highlights of the report are as follows:

	JAN-MAR 2013	JAN-MAR 2012	% CHANGE
TOTAL INTEREST EARNED DURING THE QUARTER	\$122,957	\$122,066	0.57%
INVESTMENT BALANCE END OF THE QUARTER	\$160,326,698	\$175,986,912	-8.89%
AVERAGE YIELD TOTAL PORTFOLIO – END OF QTR	0.29%	0.36%	-19.44%

FISCAL IMPACT

Our investment portfolio directly impacts our interest earnings and is in line with current budgeted amounts.

RECOMMENDATION

Staff recommends that the City Council approve the attached Investment Report for the quarter ended March 31, 2013.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

for  _____
Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

Regular 6-11-13
Item # CA-7
CCM/R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

RESCHEDULING CITY COUNCIL MEETINGS

ORIGINATING DEPARTMENT

CITY MANAGER

BACKGROUND INFORMATION

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

DISCUSSION/CONCLUSION

The first workshop in July would normally be July 2. Because of the Independence Day holiday later that week, there may not be a quorum. It is proposed to move the July 9 regular meeting to July 16, to move the July 23 regular meeting to July 30, and to have a special meeting on July 9 to deliver the budget. Workshops will be rescheduled for July 9, following the special meeting, and July 16.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

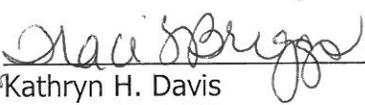
That the first regular meeting that would normally be held on July 9, 2013, be held instead on July 16, 2013; that the second regular meeting that would normally be held on July 23, 2013, be held instead on July 30, 2013; and that a special meeting be held on July 9, 2013.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

**FY 2013-2014 Community Development
Block Grant (CDBG) and Home Investment
Partnerships (HOME) Program**

ORIGINATING DEPARTMENT

Community Development

BACKGROUND INFORMATION

The City of Killeen is scheduled to receive \$959,678.00 from the U.S. Department of Housing and Urban Development (HUD) for FY 2013-14 CDBG program activities. \$141,379.94 in funds from completed CDBG projects and prior year program income is also available for use providing a total of \$1,101,057.94 available for FY 2013-14 CDBG activities. The City will also receive \$313,735.00 from HUD for FY 2013-14 Home Investment Partnerships (HOME) Program activities, \$275,592.78 in reprogrammable funds and program income provide a total of \$589,327.78 for FY 2013-14 HOME activities. Applications for funding for both the CDBG and HOME Programs were submitted by the deadline date of April 5, 2013 and are described and detailed in the attached Community Development Advisory Committee meeting minutes.

At the time the Advisory Committee meetings were conducted and recommendations were made, the City had not received FY 2013-14 annual allocation figures from HUD, therefore the committee used figures based on the FY2012-13 CDBG and HOME grants plus reprogrammable funds to calculate and make their initial recommendations. The Committee also decided that increases or decreases to the grant would be applied equally to the recommendations.

Established priorities listed in the 2010-2014 Consolidated Strategic Plan, as amended, were considered and adhered to during the funding allocation and recommendation process; the FY 2013-2014 Annual Action Plan describes how funding will be used during the program year to address the priority needs of the community.

DISCUSSION/CONCLUSION

The Community Development Advisory Committee met on May 1 and May 2, 2013 to review and make recommendations for proposed use of 2013-14 CDBG and HOME Program funds on the basis of eligibility, need and priority. HUD notified the City on May 29, 2013 of the annual allocation of CDBG and HOME funds which changes both grant program amounts from what was originally used by the committee in its recommendation process. Adjustments have been made to the the committee recommendations with an increase for those applications whose original request was reduced. Applications receiving recommendation for the full amount of the original request will not be adjusted; these changes are reflected in the proposed Ordinance and Annual Action Plan.

Projects undertaken with CDBG and HOME Program funds address goals and objectives established in the Consolidated Strategic Plan, as amended and Annual Action Plan to meet affordable housing and community development needs.

FISCAL IMPACT

HUD regulations allow for up to 20% of CDBG and 10% of HOME funds to be expended on administration/planning of CDBG and HOME activities. Budgeted expenses for the CDBG Program and HOME Program will exceed allowed percentages by \$40,045.00 and require an additional budget allocation from the City's general fund. All other project costs under the CDBG and HOME Program will be reimbursed to the City by the U.S. Department of Housing and Urban Development.

RECOMMENDATION

Following the first public hearing on June 11, 2013, recommend approval of the proposed 2013-14 Annual Action Plan and the publishing of the proposed plan to solicit citizen comments and participation. Recommend approval of the final plan with revisions, as appropriate, based on citizen comments to be reviewed during the second public hearing on June 25, 2013.

ORDINANCE _____

AN ORDINANCE AUTHORIZING THE 2013-2014 ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$959,678.00 IN FY 2013-14 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS IN THE AMOUNT OF \$141,379.94 FOR A TOTAL EXPENDITURE OF \$1,101,057.94 OF CDBG FUNDS; AND THE APPLICATION OF \$313,735.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS AND THE USE OF PRIOR YEAR PROGRAM INCOME AND PRIOR YEAR REPROGRAMMABLE FUNDS IN THE AMOUNT OF \$275,592.78 FOR A TOTAL EXPENDITURE OF \$589,327.78 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2013-14 Action Plan describing CDBG and HOME activities is consistent with the goals and objectives described in the Consolidated Strategic Plan, as amended; and

WHEREAS, two public hearings were conducted and held by the City Council to seek citizen participation in the development of the 2013-14 Action Plan describing the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds; and

WHEREAS, the Community Development Advisory Committee (CDAC) has reported its recommendation on the use of CDBG and HOME Program funds for FY 2013-14; and

WHEREAS, the City Council of the City of Killeen has invited and received further citizen comment on the allocation of \$959,678.00 in FY 2013-14 CDBG funds and the reprogramming of \$113,071.09 of CDBG funds from prior year completed projects and \$28,308.85 of prior year program income, and the allocation of \$313,735.00 in FY 2013-14 HOME funds and the reprogramming of \$234,868.10 of HOME funds from prior year completed projects and \$40,724.68 of prior year program income;

WHEREAS, after due consideration of the community's needs and the requirements for targeted areas within the City as provided by the U.S. Department of

Housing and Urban Development, the City Council of the City of Killeen has determined to apply for and has agreed on the allocation of said funds;

NOW THEREFORE,

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

SECTION I. That the City Council of the City of Killeen held public hearings in accordance with HUD regulations to hear and accept citizen comments on the 2013-14 Action Plan describing proposed CDBG and HOME activities on June 11 and 25, 2013.

SECTION II. That the City Council of the City of Killeen hereby authorizes the City Manager to execute an application for \$959,678.00 in CDBG funds and \$313,735.00 in HOME funds for FY 2013-2014 and approves the reprogramming of: \$141,379.94 in prior year CDBG funds and \$275,592.78 in prior year HOME funds, and approves CDBG and HOME Program expenditures during FY 2013-2014 in the following manner:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PUBLIC SERVICES

Bell County Human Services: child care services	\$ 4,974.38
Bring Everyone in the Zone: salary assistance for the Military Support program	\$ 10,974.38
Communities In Schools of Greater Central Texas, Inc. salary assistance for the Connections Program director	\$ 20,056.28
Families in Crisis, Inc.: client transportation services	\$ 5,974.38
Greater Killeen Free Clinic: salary assistance nursing	\$ 25,000.00
Hill Country Community Action Assoc./Aging Services: salary assistance for kitchen aide/meal driver	\$ 5,980.29
Killeen Housing Authority: youth services summer camp program 2014	\$ 991.99
City of Killeen Transportation Program: transportation services for the elderly	\$ 70,000.00

HOUSING

Housing Renewal Program – emergency, minor repairs, moderate rehabilitation, and accessibility modifications/accommodations program \$ 221,912.00

ACQUISITIONS, PUBLIC FACILITIES AND IMPROVEMENTS

Central Texas 4C, Inc. Head Start surveillance systems \$ 32,694.20
Families in Crisis, Inc.: homeless shelter renovations \$ 510,564.44

ADMINISTRATION/PLANNING

Administration and Planning of CDBG Program \$ 191,935.60

TOTAL CDBG FUNDS ALLOCATED: \$ 1,101,057.94

HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM

Administration of Home Program \$ 31,373.50
Community Housing Development Organizations [CHDO] Set Aside
2014 minimum set aside requirement \$ 47,060.25
Families In Crisis, Inc. Tenant Based Rental Assistance \$ 213,869.37
City of Killeen Community Development Division Elderly TBRA program \$ 207,024.66
City of Killeen Community Development Division 2013 HAP assistance
with repairs \$ 90,000.00

TOTAL HOME FUNDS ALLOCATED: \$ 589,327.78

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 25th day of June, 2013 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

Daniel A. Corbin, MAYOR

ATTEST:

Paula Miller, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:



Kathryn H. Davis, CITY ATTORNEY

DISTRIBUTION: Community Development Division, Finance Department

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
MAY 1-2, 12:00 P.M.
COMMUNITY DEVELOPMENT TRAINING ROOM #E105
KILLEEN ARTS AND ACTIVITIES CENTER
802 N. 2ND ST., BUILDING E, KILLEEN, TX 76541

- 1. CALL TO ORDER:** Meeting called to order by Chairman Barr at 12:25 PM.
- 2. ROLL CALL:** Committee members present: Kim Barr, Angelia Batie, Ralph Cossey, Alvin Dillard, Charles Guidry, Rudy Norman and Ashley Whitworth. Herbert Moffett was present at the meeting at 12:35, TaNeika Driver was present at the meeting at 1:12 PM and immediately stepped out with the Deputy City Attorney to discuss conflict of interest policy and returned to the meeting at 1:15PM. Absent: Brandon Harlee, Sr.(unexcused). City Staff present: Leslie Hinkle, Scott Osburn, Cinda Hayward, Celeste Sierra.
- 3. APPROVAL OF AGENDA:** Mr. Norman moved, seconded by Mr. Guidry to approve agenda for May 1-2, 2013. Motioned carried.
- 4. APPROVAL OF MINUTES:** Mr. Guidry moved, seconded by Ms. Batie to approve February 21, 2013 minutes pending a change on heading from 2012 on the date to 2013. Motion carried.
- 5. CITIZENS PETITIONS AND INFORMATION:** None presented.
- 6. COMMITTEE & STAFF ITEMS**
 - A. DISCUSS AND CONSIDER APPROVAL OF REPROGRAMMING OF ADDITIONAL CDBG AND HOME FUNDS FOR FY 13-14 ACTIVITIES:** Ms. Hinkle reviewed funds available for reprogramming to 2013-14 activities. After discussion Mr. Moffet moved, seconded by Dr. Dillard to approve the reprogramming of available funds in the amount of \$141,379.94 in CDBG funds and \$275,592.78 in HOME funds. Motion carried.
 - B. DISCUSS AND CONSIDER APPROVAL OF APPLICATIONS SUBMITTED FOR FY 2012-13 PROPOSED PROGRAM OF ACTIVITIES:** Deputy City Attorney briefed members on the Conflict of Interest Disclosure form provided for completion and advised that prior to hearing presentations from organizations or making recommendations for 13-14 activities the City wanted to make sure that all potential conflict of interests any committee members might have were identified. He also advised that if a member or an immediate family member (spouse, child or parent) served on the board of any of these organizations or if a member has a reason that might cast an appearance of impropriety, he wanted for the members to recuse from discussion and acknowledge for the record that they were stepping down from a discussion. He advised that this process provides adherence to federal regulations and assists with making recommendations to Council appear unbiased and with no special interests in the recommendation of these appropriations. The Committee then moved on to listening to the presentations with the following committee members stepping down from the following presentations: Dr. Dillard from Bring Everyone in the Zone and Heritage House of Central Texas; Chair Barr from Communities in Schools of Greater Central Texas; and TaNeika Driver from Greater Killeen Free Clinic. Presentations were heard from the following applicant representatives requesting CDBG funds in the form of public services: Maria Foster, Becky Help and Rhonda Montgomery from Bell County Human Services; Maureen Jouett from Bring Everyone in the Zone; Mary Barr and Michael Deweese from Communities in Schools of Greater Central Texas; William Hall from Families in Crisis; Marlene DiLillo from Greater Killeen Free Clinic; Michael Christ from Heritage House of Central Texas; Tama Shaw from Hill Country Community Action Association; Cassandra Robinson from Killeen Housing Authority; and Celeste Sierra from City of Killeen Community Development. Leslie Hinkle briefed the Committee on the amount of funding that is being requested and the type and amount of funds available. Chair Barr advised that based on the presentations heard, the Committee could discuss preliminary funding for public services. Ms. Hinkle passed out a handout showing what the goals and initiatives were on the 5 year Consolidated Strategic Plan so that the Committee can base their recommendations using the Plan as an outline. The Committee decided to complete the scoring sheets for each applicant, have staff tally up the scores for each project and assign the number of points to

CDAC Meeting Minutes
 May 1-2, 2013

each applicant. Committee would then review the following day and discuss funding based on the number of points assigned to each applicant.

7. ADJOURNMENT: Chair Barr asked for a motion to adjourn the meeting until the following day. Mr. Norman moved, seconded by Mr. Guidry to adjourn the meeting until May 2, 2013, at 1:00 PM at the same location at which time consideration of Item 6B would recommence. Meeting adjourned at 3:32 PM.

May 2, 2013

1. CALL TO ORDER: Chair Barr reconvened the May 1-2, 2013 CDAC meeting on May 2, 2013 at 1:08 PM.

2. ROLL CALL: Committee members present: Kim Barr, Angelia Batie, Ralph Cossey, Dr. Alvin Dillard, TaNeika Driver, Herbert Moffett, Rudy Norman and Ashley Whitworth. Absent: Charles Guidry (excused) and Brandon Harlee, Sr. (unexcused). City Staff present: Leslie Hinkle, Scott Osburn, Cinda Hayward and Celeste Sierra.

6. COMMITTEE AND STAFF ITEMS

F. DISCUSS AND CONSIDER APPROVAL OF APPLICATIONS SUBMITTED FOR FY 2013-14

PROPOSED PROGRAM OF ACTIVITIES: Chair Barr advised the Committee would continue listening to presentations under Facilities requests. They heard presentations from Janell Frazier, Central Texas 4C, Inc.; William K. Hall; Families in Crisis, Inc.; Charlotte Humphreys, City of Killeen Planning and Development Services; John Koester, City of Killeen Street Dept.; and Abel Turner, City of Killeen Community Development Division. The Committee went on to hear presentations under the HOME Program by William Hall, Families in Crisis, Inc.; Maria Barraza, City of Killeen Community Development Division and Leslie Hinkle for Home Administration request. Ms. Hinkle then advised the Committee how much funding was available for Public Services and Public Facilities and Improvements under the CDBG Program and funding under the HOME Program. Based on the City's final allocation by HUD for CDBG and HOME, the recommendations would change equally by the higher or lesser percentage of HUD's allocation. After extended discussion with each Committee member having a conflict of interest stepping down during the recommendation of a particular agency, the Committee approved the following recommendations for funding under public services for a total of \$139,075.80 and the Administration/Planning of CDBG activities receiving the allowable 20% of allocation in the amount of \$185,434.40.

ORGANIZATION	PROJECT	AMOUNT
Bell County Human Services	Affordable child care costs to low income applicants attending school, working full-time	\$4,000.00
Bell County Human Services	Education Initiative Program	\$00.00
Bring Everyone in the Zone	Military Support Program	\$10,000.00
Communities in Schools of Greater Central Texas, Inc.	Connections Program at Eastward Elementary School	\$19,081.90
Families in Crisis, Inc.	Client Transportation Project	\$5,000.00
Greater Killeen Free Clinic	Nursing/Educator Salary for treatment/management of chronic diseases	\$25,000.00
Heritage House of Central Texas	Salary assistance for program coordinator and administrative assistant	\$00.00
HCCAA, Inc.	Center aide/driver for Aging Services nutrition program	\$5005.91
Killeen Housing Authority	Youth Services Summer Day Camp	\$991.99
COK Community Development	Elderly Transportation Program	\$70,000.00

CDAC Meeting Minutes
 May 1-2, 2013

The Committee went on to discuss funding requests for Public Facilities and improvements and approved the following recommendations for funding for a total of \$744,041.74

ORGANIZATION	PROJECT	AMOUNT
Central Texas 4C, Inc.ell County Human Services	Head Start Surveillance System	\$22,129.77
Families in Crisis, Inc.	Homeless Shelter Renovation Project	\$500,000.00
COK Planning and Development Services	Downtown Neighborhood Splash Park	\$00.00
COK Street Department	Sidewalk Reconstruction Project	\$00.00
COK Street Department	Street Reconstruction-Milling Project	\$00.00
COK Community Dev. Division	Housing Renewal Program	\$221,912.00
COK Community Dev. Division	CDBG Planning/Administration	\$185,434.40

After continued discussion the Committee approved the following funding recommendations for HOME projects for a total of \$544,435.88.

ORGANIZATION	PROJECT	AMOUNT
	Community Housing Development Organization (CHDO) activity minimum set aside for 2012	\$47,442.90
Families in Crisis, Inc.	Tenant Based Rental Assistance for Victims of Domestic Violence/Sexual Assault	\$191,104.54
COK Community Development Division	Tenant Based Rental Assistance Program for very low income Elderly	\$184,259.84
COK Community Development Division	First Time Homebuyer Assistance with Repairs Program	\$90,000.00
COK Community Development Division	HOME Program Planning/Administration	\$31,628.60

Chair Barr thanked everyone for their participation, especially the new members. Mr. Cossey asked if the Committee needed to make a determination on Committee member Harlee since he was not in attendance at any meeting and Deputy City Attorney Osburn advised that the matter would be handled by staff through a process. Ms. Hinkle advised City Council would meet on June 11th and 25th to discuss CDAC recommendations and invited Committee members to attend.

- ADJOURNMENT:** Chair Barr asked for a motion to adjourn the meeting. Mr. Norman moved, seconded by Ms. Driver, to adjourn. Meeting adjourned at 4:20 PM.

Celeste Sierra
 CD Specialist
 Community Development Division

Regular 06-11-13
Item # PH-2A
CCM/R _____

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

ACCEPTANCE OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND DEPARTMENT OF HOMELAND SECURITY ASSISTANCE TO FIREFIGHTER GRANT NO. EMW-2012- FO-01553

ORIGINATING DEPARTMENT

FIRE DEPARTMENT

BACKGROUND INFORMATION

Killeen Fire Department was awarded a grant through the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) to enhance the safety of Killeen firefighters while fighting grass and brush fires. These funds are for acquisition of Personal Protective Equipment (PPE) for personnel who respond to grass and brush fires. This is an 80/20 grant with the federal portion being \$54,956 and the City of Killeen's portion being \$13,738 for a total of \$68,694. Grant funds must be spent on the items listed in the grant request and must be purchased before April 24, 2014.

DISCUSSION/CONCLUSION

The Killeen Fire Department currently has 5 grass and brush firefighting units which respond to calls for service. This grant would be utilized to enhance the safety of Killeen Fire Department personnel when responding to grass and brush fires. Items to be purchased with the grant and budget funds would include 214 Wildland firefighting suits, 214 helmets and 214 goggles.

Currently KFD personnel are required to wear their assigned structural PPE when they respond to grass and brush fires. The structural PPE provided to personnel by KFD provides the protection needed to fight grass and brush fires however the structural PPE is not designed for the purpose of fighting grass and brush fires.

Structural PPE is insulated and has vapor barriers, creating heat related injury issues, it is regulated by the Texas Commission on Fire Protection, requiring extra maintenance expenses when used for grass and brush fires, it has to be sent off for testing and repair which is costly, it is much more expensive to replace when damaged.

Wildland PPE is light, it breathes allowing for release of heat created by the body when working, it is less expensive, and can be maintained in house.

FISCAL IMPACT

This grant will have a fiscal impact if all PPE items listed are purchased but will not exceed the Fire Departments 2012-13 Budget cap. There will be an increase in revenues in the amount of \$54,956 and an increase in expenses in the amount of \$68,694 of which \$13,738 will be paid out of the FY 2012-13 Uniform & Clothing account 010-7070-442.41-20.

RECOMMENDATION

The Fire Department staff recommends the City Council accept the Federal Emergency Management Agency and the Department of Homeland Security Assistance to Firefighters Grant.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the ____ day of _____, 2013, 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

Daniel A. Corbin
MAYOR

APPROVED AS TO FORM:

Kathryn H. Davis

For Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Paula A. Miller
CITY SECRETARY

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

Ordinance to amend the FY 2012-13 Annual Budget and Plan of Municipal Services of the City of Killeen General Fund Budget by increasing revenues supporting receipt of the Federal Emergency Management Agency and Department of Homeland Security Assistance to Firefighters Grant and increasing expenditures to fund Uniforms & Clothing.

ORIGINATING DEPARTMENT

FIRE DEPARTMENT

BACKGROUND INFORMATION

Killeen Fire Department was awarded a grant through the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) to enhance the safety of Killeen firefighters while fighting grass and brush fires. These funds are for acquisition of Personal Protective Equipment (PPE) for personnel who respond to grass and brush fires.

DISCUSSION/CONCLUSION

This is an 80/20 grant with the federal portion being \$54,956 and the City of Killeen's portion being \$13,738 for a total of \$68,694. Grant funds must be spent on the items listed in the grant request and must be purchased before April 24, 2014.

FISCAL IMPACT

This grant will have a fiscal impact if all PPE items listed are purchased but will not exceed the Fire Departments 2012-13 Budget cap. There will be an increase in revenues in the amount of \$54,956 and an increase in expenses in the amount of \$54,956. An additional \$13,738 will be paid out of the FY 2012-13 Uniform & Clothing account 010-7070-442.41-20 for a total expenditure of \$68,694.

RECOMMENDATION

The Fire Department staff recommends the City Council approve this ordinance amending the FY 2012-2013 General Fund Budget.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE FY 2012-2013 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING GENERAL FUND ACCOUNT 010-0000-382.45-32 FIRE DEPARTMENT GRANT IN THE AMOUNT OF \$54,956 AND GENERAL FUND ACCOUNT 010-7070-442.41-20 UNIFORMS & CLOTHING IN THE AMOUNT OF \$54,956; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the General Fund of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, has been adopted by City Council, in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase the general fund grant revenue account due to the acceptance of the Assistance to Firefighters Grant; and

WHEREAS, the need for the additional funds within the Fire Department budget requires a budget amendment;

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

SECTION I. That Ordinance adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, be amended as to the portion of said budget as follows,

Homeland Security Grant Program

Account Number	Account Name	Original Budget	Budget Increase	Amended Budget
010-0000-382.45-32	Fire Department Grant	\$0	\$54,596	\$54,596
010-7070-442.41-20	Uniforms and Clothing	\$233,358	\$54,596	\$287,954

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas this _____ day of _____, 2013, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

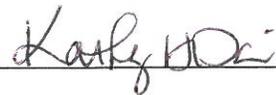
APPROVED

Daniel A Corbin, MAYOR

ATTEST:

Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM:



Kathryn H. Davis, CITY ATTORNEY

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

CONSIDER AN ORDINANCE AMENDING THE FY 2012-2013 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES FOR THE CITY OF KILLEEN BY INCREASING GENERAL FUND REVENUES BY \$168,800 AND INCREASING VARIOUS EXPENDITURE ACCOUNTS IN THE POLICE DEPARTMENT BY \$168,800

ORIGINATING DEPARTMENT

Police Department

BACKGROUND INFORMATION

In November 2012, the City of Killeen was awarded a Selective Traffic Enforcement Program (STEP) Grant in the amount of \$168,800 in reimbursable funding.

The STEP Grant authorized Police Officers to work on an overtime basis addressing speed violations on designated portions of US Highway 190, Central Texas Expressway, Veterans Memorial Boulevard, WS Young Drive, Clear Creek Road and Trimmier Road. These roads were selected based on comparison analysis of posted speed laws and the percentage of non-compliance identified that present the greatest safety risk to the general driving public. The Impaired Driver Mobilization (IDM) program is approved city-wide.

DISCUSSION/CONCLUSION

Although the grant application was approved by City Council, the grant award was not issued until after the beginning of this fiscal year and no funding was initially projected within the 2012-2013 budget cap to address this increase in revenue. This ordinance amendment will adjust the beginning balances of the STEP Grant Revenue account and the Police Overtime account to adjust for the increase in funding and expenditures related to the STEP Grant.

FISCAL IMPACT

This amendment will increase revenues in the general fund by \$168,800 and increase expenditures in the Police Department budget in the general fund by \$168,800. The net effect on the fund will be zero.

RECOMMENDATION

Staff recommends that the City Council approve this ordinance amending the FY 2012-2013 General Fund Budget.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE FY 2012-2013 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING GENERAL FUND GRANT REVENUES BY \$168,800 AND INCREASING VARIOUS EXPENDITURE ACCOUNTS IN THE POLICE DEPARTMENT BUDGET BY \$168,800; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the General Fund of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, has been adopted by City Council, in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase General Fund Grant Revenues by \$168,800 for proceeds from the Police Department STEP Grant; and

WHEREAS, it is the desire of the Killeen City Council to increase the General Fund Police Department budget by \$168,800 to expend proceeds from the Police Department STEP Grant; and

WHEREAS, the need for the additional funds within the Police Department budget requires a budget amendment;

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

SECTION I. That Ordinance 12-069 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2012 to September 30, 2013, be amended as to the portion of said budget as follows,

POLICE STEP GRANT AND POLICE DEPARTMENT OVERTIME EXPENDITURE ACCOUNT

Account Number	Account Name	Original Budget	Budget Increase	Amended Budget
010-0000-382.11-00	Police Step Grant	\$0	(\$168,800)	(\$168,800)
010-6000-441.40-15	Police Overtime	\$979,679	\$168,800	\$1,148,479

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas this __
_____ day of _____, 2013, 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

Daniel A. Corbin, MAYOR

ATTEST:

Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM:



^{for}
Kathryn H. Davis, CITY ATTORNEY

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

ZONING CASE #Z13-16 R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) to B-3 (BUSINESS DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Nature of the Request

This request is to rezone 3.436 acres, being part of the Robert Cunningham Survey, Abstract No. 199, from R-1 (Single Family Residential District) to B-3 (Local Business District). The applicant is rezoning the property to allow for prospective commercial use.

District Descriptions:

A building or premises in the district "B-3" local business district shall be used only for the following purposes:

- Any use permitted in the "B-2" district.
- Bank, savings and loan or other financial institution.
- Day camp.
- Hospital, home or center for the acute or chronic ill.
- Mortuary or funeral chapel.
- Appliance (household) sales and repair service.
- Bakery or confectionery: engaged in preparation, baking, cooking and selling of products at retail on the premises, with six (6) or less employees.
- Boat and accessory sales, rental and service.
- Bowling alleys.
- Cleaning or laundry (self-service).
- Cleaning, pressing and dyeing: with six (6) or less employees.
- Florist, garden shop, greenhouse or nursery office (retail): no growing of plants, shrubs or trees out-of-doors on premises; no outside display or storage unless behind the required front yard or the actual setback of the principal building, whichever is greater.
- General food products, retail sales, such as supermarkets, butcher shops, dairy stores, seafood sales or health food sales.
- Cafeteria or catering service.
- Marine supplies, sales and service.
- Office, general business.
- Restaurant or café (with drive-in or pick-up service).
- Tennis or swim club.
- Small animal clinic or pet grooming shop.
- Hotel or motel.
- Job printing. Not more than seventeen (17) inches by twenty-five (25) inches page size.
- Gasoline service station, auto laundry or car wash.

- Auto parts sales, new, at retail.
- A customarily incidental use: sale of beer and/or wine only for off-premises consumption only shall be considered a customarily incidental use in this district, but not in any residential district or any more restrictive business district.
- Theaters of general release.
- Mini/self storage facilities - a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customer's goods or wares. No outside storage, sales, service, or repair activities, other than the rental of storage units shall be permitted on premises.

Applicant/Property Owner: Vernon P. and Marion Meadows

Property Location: The tract is located approximately 392 feet west of the t-intersection of S. W.S. Young Drive and Stagecoach Road.

Legal Description: 3.436 acres, being part of the Robert Cunningham Survey, Abstract No. 199, Killeen, Texas.

Zoning/ Plat Case History:

- This property was annexed into the City of Killeen on January 28, 2008, per ordinance no. 08-006.
- This property was zoned from its initial 'A' (Agricultural District) on December 16, 2008, per ordinance no. 08-103. This is the first rezone request (by the property owner) for this unilaterally annexed tract.
- The property is not platted.

Character of the Area

Existing Land Use(s) on the Property: There is a structure currently on the site and large trees. The surrounding area is characterized by established large lot single family residential homestead. The tract to the east of this area is currently zoned B-3.

Figure 1. Zoning Map

Please see attachment

Figure 2. Street View

Please see attachment

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Adequate potable water capacity is currently available to the tract. However, gravity sanitary sewer mains are not immediately accessible from the tract and would be required to be extended from existing mains located within the residential subdivision to the north of the property. Alternate means of public sanitary sewer service will be made available with the construction of sanitary sewer mains serving the full wastewater drainage basin that will occur with the Stagecoach Road improvement Phase 2 CIP project to be

bid later this year. Public storm drainage infrastructure is limited to public rights-of-way and detention of post development storm water run-off may be required.

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

Transportation:

Existing conditions: Stagecoach Road is classified as a 90' minor arterial on the city's Thoroughfare Plan.

Proposed Improvements: Stagecoach Road is part of a funded on-going capital improvement project.

Projected Traffic Generation: Marginal depending upon the use.

Environmental Assessment

Topography: The property has elevations ranging from 940' to 952'.

Regulated Floodplain/Floodway/Creek: The subject site is not within any FEMA Special Flood Hazard Area. This property drains northeast to W.S. Young Drive and from that point north into Little Nolan Creek. The distance from this site and the confluence with the Little Nolan Creek is approximately 1.5 miles. Little Nolan Creek and its tributaries are currently listed on the TECQ's 2010 303(d) water quality list for bacteria impairment.

Land Use Analysis

Land Use Plan: This area is designated as 'Suburban Commercial' on the future land use map (FLUM).

Plan Recommendation: The 'Suburban Commercial' character allows for a range of commercial retail and service uses, at varying scales and intensities depending on the site. This includes the following development types:

- Office (both large and /or multi-story buildings and small-scale office uses depending on the site).
- Planned development to accommodate custom site designs or mixing of uses in a suburban character setting.
- Public/institutional.
- Parks and public spaces.

Consistency: The B-3 zoning district allows uses that are consistent with the FLUM.

Staff notified ten (10) surrounding property owners regarding this request. Staff received four letters in opposition from Susie Croft, Jack Atkins, James Culver and Chungson Im Winterbottom.

Recommendation

There was a unanimous vote of those Commissioners in attendance to recommend disapproval of the request. The Planning and Zoning Commission cited Pharr v. Tippet considerations in stating that the proposed zoning was inconsistent with the surrounding neighborhood and that there was no substantial public need for the request.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-3 (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vernon P. and Marion Meadows have presented to the City of Killeen a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 3.436 acres, being part of the Robert Cunningham Survey, Abstract No. 199, from R-1 (Single Family Residential District) to B-3 (Local Business District), said request having been duly presented and recommended for disapproval by the Planning and Zoning Commission of the City of Killeen on the 20th day of May 2013, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 11th day of June 2013, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the $\frac{3}{4}$ majority opinion that the request should be approved;

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

SECTION I. That the zoning classification of the following described tract of approximately 3.436 acres, being part of the Robert Cunningham Survey, Abstract No. 199, changed from R-1 (Single Family Residential District) to B-3 (Local Business

District). The property is located approximately 392' west of the t-intersection of S. W.S. Young Drive and Stagecoach Road, Killeen, Texas.

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

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

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 11th day of June 2013, 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:

Daniel A. Corbin, MAYOR

ATTEST:

Paula A. Miller, CITY SECRETARY

APPROVED AS TO FORM



Kathryn H. Davis, City Attorney

Case #13-16

Ord #13-__

Figure 1. Zoning Map

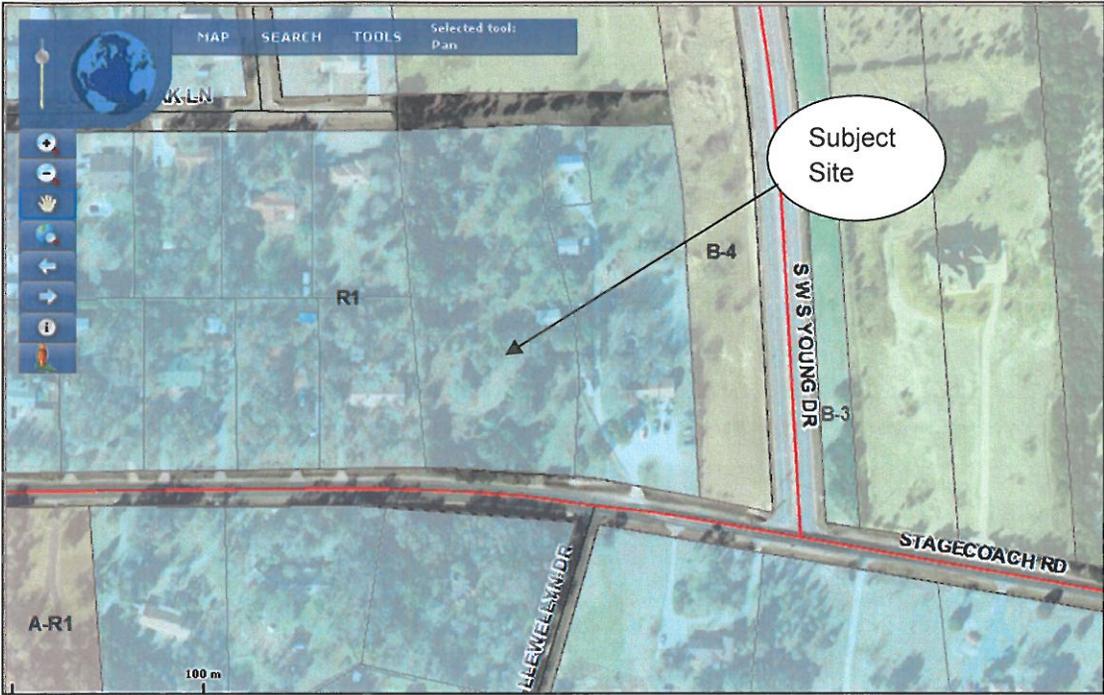
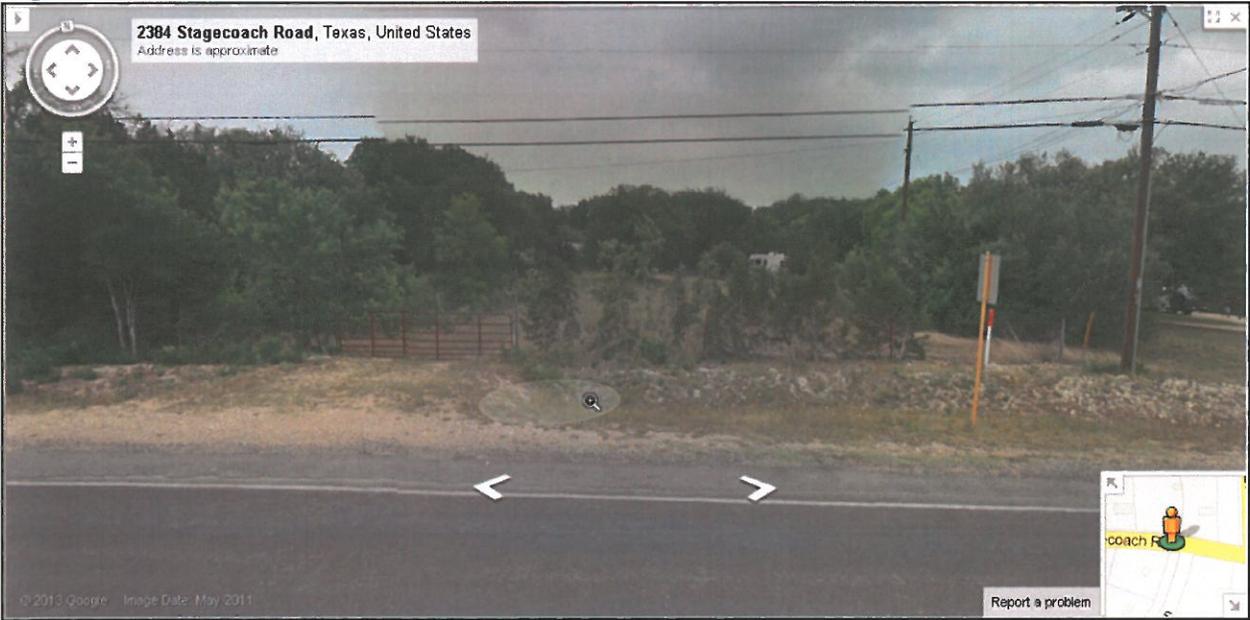


Figure 2. Street View



**PLANNING AND ZONING COMMISSION MEETING
MINUTES
MAY 20, 2013**

**CASE #Z13-16
R-1 TO B-3**

HOLD a public hearing and consider a request by Vernon P. and Marion Meadows (Case #Z13-16) to rezone approximately 3.436 acres, being part of Robert Cunningham Survey, Abstract No. 199 from R-1 (Single-Family Residential District) to B-3 (Local Business District) for a convenience store. The property is located on the north right-of-way of Stagecoach Road approximately 392 feet west of S. W.S. Young Drive, Killeen, Texas.

Chairman Frederick requested staff comments.

City Planner McIlwain stated that this request was presented at the meeting on May 13, 2013, where several members of the public gave testimony during the public hearing phase of the case. During that time the applicant's agent, Mr. Bob Mitchell, asked the Planning and Zoning Commission to postpone this request so that he could discuss with the property owner some of the protests that were heard during the public hearing. Since that meeting staff has not uncovered any new findings of fact; however the commissioners were reminded that a public hearing had been conducted, but there are several members of the public at tonight's meeting. Staff noted that the following corners have commercial zoning in place: intersection of Stagecoach Road/Trimmier Rd; Turkey Trot/Stagecoach Road; S. W.S. Young Drive/Stagecoach Road; Featherline Road/Stagecoach Rd and heading east there are other commercially zoned sites.

Mr. Robert Mitchell, Mitchell and Associates, 102 N. College, was present to represent this request. Mr. Mitchell stated that in the discussion with the property owners, the owners feel the best use for the property is commercial.

Chairman Frederick opened the public hearing.

Mr. David Holland; Ms. Janet Culver; Ms. Annette Davis; Mr. Jim Wilson; Mr. Dick Burke, Mr. Jack Adkins and Ms. Mary Wiley spoke in opposition to the request to rezone.

Mr. Holland stated that the property is not on a corner and the positive aspect is that the property is one of the prettiest remaining single family lots in Killeen. Ms. Culver voiced concern that there are currently many strip malls that have vacant shops. Mr. Jim Wilson, urged the commission not to approve request. He has lived in area for 38 years and most of the surrounding neighbors all have been there for a very lengthy time. Mr. Wilson, asked the commissioners to consider what makes a neighborhood so special that residents don't want to

leave. How many neighborhoods are in Killeen that people want to live in for multiple decades? He stated that the proposed convenience store would change that, and to consider the character the area when making your decision. Ms. Wiley cited Pharr v. Tippett. She stated that the comprehensive plan has been met, there is already commercial zoning on every intersection on Stagecoach Road without the necessity of adding another business lot. Rezoning will not lessen congestion in the streets, will not prevent overcrowding of the land, will not help undue concentration of population, and it is the understanding of the residents in the area that Stagecoach Road will become a five lane road. The need of commercial zoning has been met; there is no need to add additional commercial zoning to the area. She asked the commissioners if it was harmonious to the other properties in the area to bulldoze the existing trees as the owner did on the lot to the east. Additional commercial zoning is not necessary, wanted or needed in the area. Mr. Richard Burke thanked the commissioners for what they do for the city and hope they continue working for the good of the citizens. Mr. Jack Adkins heard at the last meeting that once the property is rezoned it will become part of the other property. He personally believes that the current property owner has no desire for a convenience store; it is just a way to sell the property.

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

Commissioner Dehart motioned to recommend disapproval of this request citing Pharr v. Tippett; the proposed rezoning is inconsistent with the surrounding neighborhood. Commissioner Butler seconded the motion, citing that there is no substantial public need. Commissioner Steine stated that the request is substantially inconsistent with the neighboring area. The motion to recommend disapproval passed unanimously.

Chairman Frederick stated that this will be presented to city council on June 11, 2013 with a recommendation to disapprove.



CASE #:

1316

City of Killeen
Zoning Change Application

Name(s) of Property Owner (s): Vernon P. Meadows and Marion Meadows

Address: 1105 Cedar Drive

City: Killeen State: Texas Zip: 76543-3433

Home Phone: (254) 526-3751 Business Phone: () N/A Cell Phone: (254) 702-2997

Name of Applicant: _____
(if different than Property Owner)

Address: _____

City: Killeen State: Texas Zip: _____ - _____

Home Phone: () N/A Business Phone: (254) _____ Cell Phone: _____

Address/ Location of Property to be Rezoned: E. Stagecoach Rd (Property ID 186714)

Has the Property been Platted? Y / (N) _____
Lot(s) Block(s) Subdivision

Legal Description: 3.436 Acres, Part of the Robert Cunningham Survey, A-199, Killeen, Bell Co.
Metes and Bounds Description

Is there a simultaneous plat of this property? Yes (No) _____
(Plat Name)

Type of Ownership: X Sole Ownership ___ Partnership ___ Corporation ___ Other

Recorded Copy of Warranty Deed: Is copy of the deed attached? YES

Present Zoning(s): R-1 Present Use: Vacant

Proposed Zoning(s): B-3 Proposed Use: Convenience Store

APPOINTMENT OF AGENT

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

Name of Agent: Mitchell & Associates, Inc.

Mailing Address: P.O. Box 1088 / 102 N College

City: Killeen State: Texas Zip: 76540 -

Home Phone: () N/A Business Phone: (254) 634-5541

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

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

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

Signature of Agent [Handwritten Signature] Title Agent

Printed/Typed Name of Agent Mitchell & Associates, Inc. Date

Signature of Property Owner [Handwritten Signature] Title Owner

Printed/Typed Name of Property Owner VERNON P MEADOWS? Date 4-11-13

Signature of Property Owner [Handwritten Signature] Title Owner

Printed/Typed Name of Property Owner Marion Meadows Date 4-11-13

Signature of Property Owner Title

Printed/Typed Name of Property Owner Date

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



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

#Z13-16

ZONING FROM:

R1 TO B3

PROPERTY OWNER:

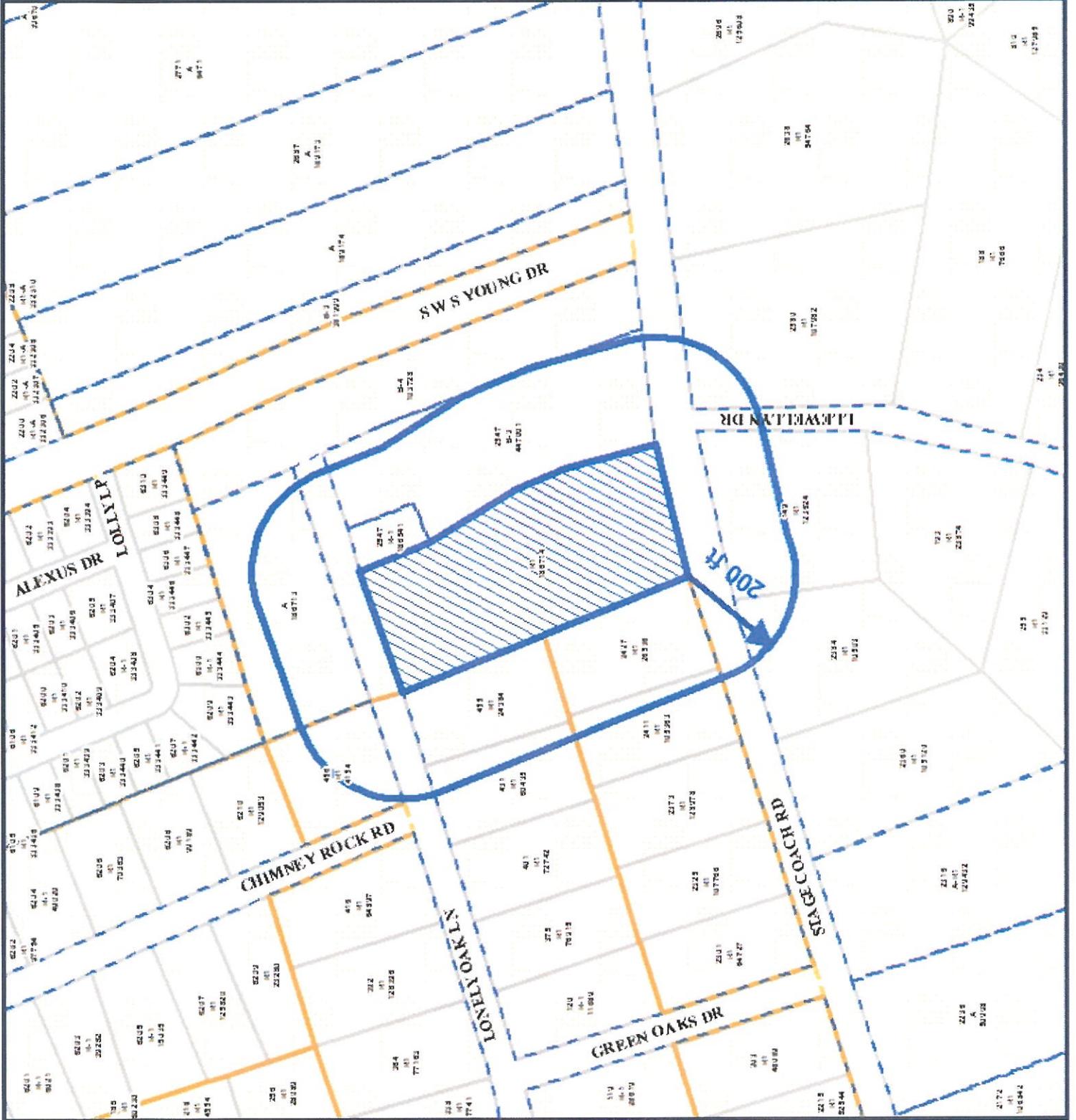
MEADOWS, VERNON P ETUX MARION

Legend

- 200 Ft. Buffer
- Zoning Change
- Current Zoning
- Subdivision
- Parcel
- City Limits



Date: 4/29/2013



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

YOUR NAME: JACKIE ATKINS	PHONE NUMBER: 526-6251
CURRENT ADDRESS: 456 Lowly Oaks Ln Killeen 76542	
ADDRESS OF PROPERTY OWNED: SAME	
COMMENTS: MORE STRIP MALL'S - LOOK AROUND R-1 to B-3 You HAVE got to be kidding @ The occupancy rate	
SIGNATURE: Jackie Atkins	SPO #Z13-16/01,0

P.O. BOX 1329 · KILLEEN, TEXAS 76540-1329 254 501 7630 254.501.7628 FAX
WWW.CI.KILLEEN TX US

MAY 06 2013
PLANNING

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

YOUR NAME: CULVER, JAMES L. &	PHONE NUMBER: 254-526-5070
CURRENT ADDRESS: 2427 E. (Janet) Stagecoach RD.	
ADDRESS OF PROPERTY OWNED: 2427 E. Stagecoach RD.	
COMMENTS: This is an invasion to our R-1 to B-3 neighborhood, There's already a conv. store on Stagecoach.	
SIGNATURE: Janet M Culver James & Culver	SPO #Z13-16/08

P.O. BOX 1329 · KILLEEN, TEXAS 76540-1329 254 501 7630 254.501.7628 FAX
WWW.CI.KILLEEN TX US

MAY 06 2013
PLANNING

- ② There's already a conv. store on Stagecoach.
- ③ There's also a convenience store 3 blocks North of stagecoach, on WS Young.
- ④ It will be an ugly structure, and is a forerunner to crime

From: Chungson Im Winterbottom:

149 Llewellyn Ln

Killeen, TX 76542

To: Planning and Zoning Commission, City of Killen

May 3, 2013

P.O. Box 1329

Killeen, TX 76540-1329

Subject: CASE # Z13-16

Thanks for the opportunity to express my concerns about the rezoning of the property in CASE #Z13-16. As a citizen, I believe that all American has the rights to do whatever the law allows as long as it do not cross the line of the rights of others.

We purchased our land and home approximate 6 years ago with the understanding that we would maintain our privacy. We realized the street would be improved and that traffic would increase, however; we were not aware that our property would be next to a Business or commercial zoning. We realize that Killeen is growing and things changes, but adding another convenience store to this area when there are already 4-5 such stores within 1.5 miles of each other in this area. one about .5 miles north of this Property in the CASE #) on W.S. Young, Mickey Store is located at the corner of W. S. Young and Stan Schulter which is approximately .75 miles for the concerned property. There are four convenience stores on Trimmer between Stan Schulter and Stagecoach. There is also another Mickey at the corner of Mountain Lion and Stagecoach. I personal think that this is enough of Convenience stores in such Family Residential area.

However; if the City of Killen thinks that we must have another convenience Store in this area where there are already 6 of such stores that are already within this area, then it must be. My family and I will decide if we will remain Residents of Killeen thereafter.

Purchasing your retirement home in the location that is peaceful and away from commercial business is one of the American Dreams. After working most of your life for such, after servicing over 25 years defending our country and ways of life, I would think that we should have our home in a place that is a Residential District and not having to worry or be concern about rezoning with 5-6 years,. This is not good and questionable.

In conclusion; we would prefer that the area remains a Residential District (CASE #z13-16) and not become commercial for a Convenience store. Saying all that, I trust the elected leaders in Killeen to make the right decision. What would you do, if you worked hard all your life, served your country for

over 25 years, and when you do decide to retire; You selected a residential area that offers some peace and quietness,; now this same area is being considered as a future Convenience store. I would not like any commercial property of zoning being within my residential area. . All money is not good money. I have no problem in driving or walking to any of the 6 already convenience stores that are within one mile of our property.

Thanks


Chungson Winterbottom

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

YOUR NAME: <i>Chungson Winterbottom</i>	PHONE NUMBER: <i>254-258-3895</i>
CURRENT ADDRESS: <i>149 Lowell Ln Killeen, TX 76542</i>	
ADDRESS OF PROPERTY OWNED: <i>149 Lowell Ln Killeen TX 76542</i>	
COMMENTS: <i>PLEASE READ ATTACHED DOCUMENT</i>	R-1 to B-3
SIGNATURE: <i>Chungson Winterbottom</i>	SPO #Z13-16/ <i>06</i>

P.O. BOX 1329 KILLEEN, TEXAS 76540-1329 254 501 7630 254.501.7628 FAX
WWW.CI.KILLEEN.TX.US

RECEIVED

MAY 6 2013

PLANNING

RECEIVED

MAY 06 2013

PLANNING

CUT HERE

YOUR NAME:	Susie M. Craft	PHONE NUMBER:	254-338-4893
CURRENT ADDRESS:	2384 E. Stagecoach Rd		
ADDRESS OF PROPERTY OWNED:	2384 E. Stagecoach Rd.		
COMMENTS:	no - no way no how ^{B-1 to B-3} See you at the mtg		
SIGNATURE:	Susie M. Craft	SPO #	Z13-16/07

P.O. BOX 1329 KILLEEN, TEXAS 76540-1329 254 501 7630 254.501.7628 FAX
 WWW.CI.KILLEEN.TX.US

RECEIVED

MAY 13 2013

PLANNING

CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

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

C. Conditions to Consider

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

Death of an ancient OAK

Tad Dorroh



Death of an Oak.

The oak is now living,
Beautiful to see
Lots of shade
For my grands and me.

It soon will be gone
When a big machine
Will rev up its motor
And wipe it all clean.

Janet & Jim Culver

Zoning Case #

Z13-16

Abstract #199

Stagercoach &

S. W.S. Young Dr.

Prop. in question

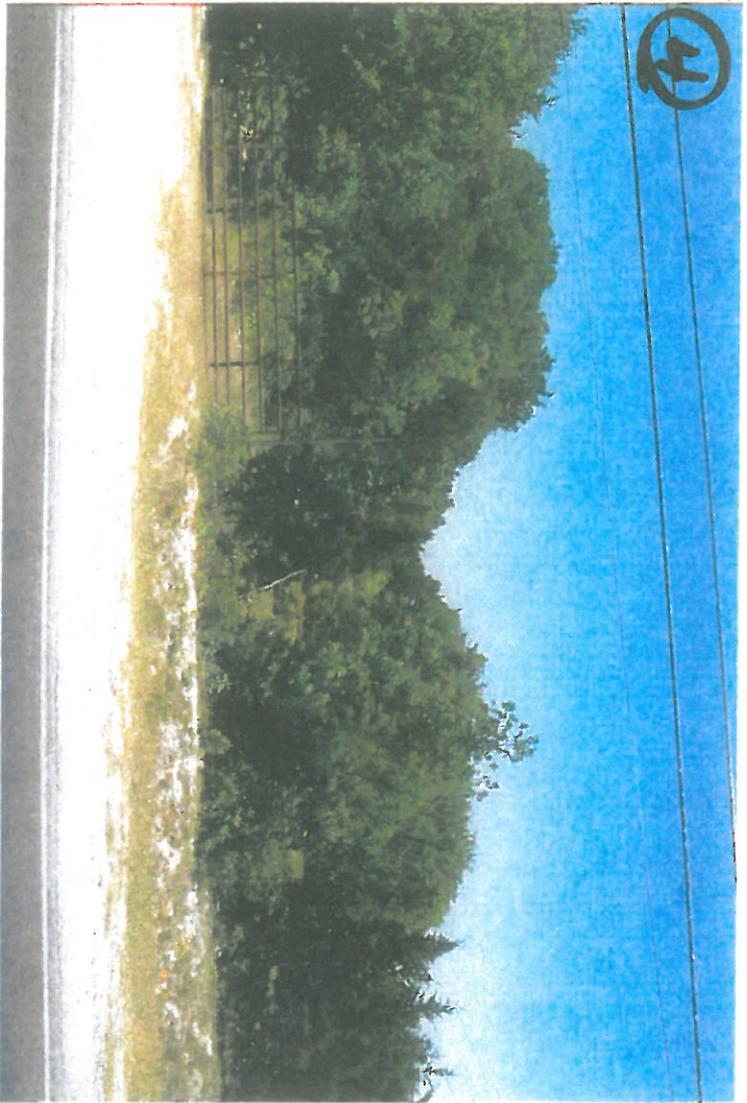
②

Signs of things

to come?

150yr. old OAK

N



④

③

Stagercoach &

E. Trimmer.

and Strip Center.

(where trees

once lived)



3.8

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS; AMENDING ARTICLE VI, GRAFFITI REMOVAL; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Killeen finds graffiti to be injurious to the health, safety and welfare of the public; and

WHEREAS, the immediate removal of graffiti improves the health, safety and welfare of the public and acts as a deterrent to recurring graffiti; and

WHEREAS, the City of Killeen seeks to exercise its lawful authority to enact all reasonable legislation for the promotion of public welfare; **NOW, THEREFORE**,

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

SECTION I. That Chapter 18, Article VI is hereby amended as follows:

ARTICLE VI. GRAFFITI REMOVAL

Sec. 18-81. Findings.

* * *

Sec. 18-82. Definitions.

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

Abatement shall mean the repair, rehabilitation, demolition or removal of a public nuisance.

Director shall mean the director of code enforcement or his designated representative.

Graffiti shall mean the unauthorized application of paint, ink, chalk, dye or other similar substance, or other inscribed or engraved material on a public or private ~~permanent~~ structures, building or surface located on publicly or privately owned real property within the city without the permission of the owner.

Public nuisance shall mean anything injurious to health so as to interfere with the comfortable enjoyment of life or property, which nuisance affects, at the same time, an entire community or neighborhood, or any considerable number of persons; although the extent of the annoyance or damage inflicted upon individuals may be unequal.

Owner shall mean any person, firm or corporation having legal title to the property.

Public right-of-way shall include any road, parkway, alley, sidewalk or other way.

Real property shall mean any lot or parcel of land, including, but not limited to, an alley, sidewalk, or unimproved public easement abutting said lot or parcel of land.

~~—*Structure* shall mean that which is built or constructed.~~

Sec. 18-83. Declaration of public nuisance.

The city council does hereby find and declare that graffiti on publicly or privately owned ~~permanent~~ structures, building or surfaces ~~located on publicly or privately owned real property~~ within the city constitutes a public nuisance.

Sec. 18-84. ~~Removal by city.~~ City offer to remove.

(a) Whenever graffiti is found to exist, the director shall inform the owner in writing that the city offers to remove the graffiti from the owner's property with no charge. The owner will be required to give written permission for removal and release the city and any contractor or volunteer from liability in the performance of the removal. The city's offer shall be given:

- (1) personally to the owner in writing;
- (2) by letter mailed regular first class mail, addressed to the property owner at the property owner's address as contained in the records of the appraisal district in which the property is located;
- (3) by posting on or near the front door of each building on the property to which the offer relates; or

(4) by posting on a placard attached to a stake driven into the ground of the property to which the offer relates.

(b) If the offer in subsection (a) above is mailed, it is presumed received by the owner five (5) calendar days following the date the offer is mailed.

(c) The owner has seven (7) days from the date of the offer to accept the offer in writing. Upon acceptance, the city may enter the property and remove the graffiti. Painting or repair of the structure, building or surface shall be limited to the area where the graffiti or other inscribed material is located.

(d) Failure of the owner to accept the city's offer in writing in a timely manner shall constitute a refusal.

~~—Whenever the director determines that graffiti is located on publicly or privately owned permanent structures so as to be capable of being viewed by any person utilizing any public right-of-way of this city, said director is authorized to provide for the removal of said graffiti in accordance with this article.~~

~~—The property owner or person in control of property with graffiti may make written request to have the city remove the graffiti. Requests shall be on forms provided by the director. The property owner shall be responsible for payment of costs incurred by the city for the removal of the graffiti. The cost of removing the graffiti will be based on the amount of time required to remove the graffiti and costs established in, section 2-150, fees.~~

Sec. 18-85. Notice to remove graffiti.

(a) If the property owner refuses the offer made by the city pursuant to section 18-84, the director will serve the property owner with written notice requiring the owner to remove the graffiti within fifteen (15) calendar days. The notice shall be given:

(1) personally to the owner in writing;

(2) by letter sent by certified mail, addressed to the property owner at the property owner's address as contained in the records of the appraisal district in which the property is located; or

(3) if service cannot be obtained under subsection (1) or (2) above:

a. by publication at least once in a newspaper of general circulation for the city;

b. by posting notice on or near the front door of each building on the property to which the notice relates; or

c. by posting the notice on a placard attached to a stake driven into the ground on the property to which the notice relates.

(b) If the offer in subsection (a) above is mailed, it is presumed received by the owner five (5) calendar days following the date the offer is mailed. If the United States Postal Service returns the notice as “refused” or “unclaimed,” the validity of the notice is not affected and the notice is considered as delivered.

Sec. 18-85. Removal by owner.

~~—(a) Upon determination by the director of the existence of graffiti upon a privately owned permanent structure, he shall notify the owner of said property or the agent of said owner, of the existence of said condition.~~

~~—(b) Said notice shall be in writing to the extent possible, and shall inform the owner or agent:~~

~~——(1) That the city requests the removal of the graffiti in question within ten (10) calendar days after notice is received; said removal to be at owner’s expense.~~

~~——(2) That if extension of the ten-day limit is desired, or if the owner is financially unable to pay the expense of removal, the director must be contacted and informed within the ten-day period.~~

~~(c) The director shall have the authority to extend the period for compliance with a property owner or agent for the removal of graffiti. In no case shall any extension of time for compliance amount to a total time of more than twenty (20) days.~~

Sec. 18-86. Property Owner Responsibility.

(a) It shall be an offense for any person who is the owner of property to permit graffiti on the property after:

(1) receiving the city’s offer to remove the graffiti from the property free of charge;

(2) refusing the city’s offer; and

(3) failing to remove the graffiti on or before the fifteenth (15th) day after receiving the notice described in section 18-85.

(b) An owner of property is not required to comply with the requirements of this section if:

(1) the graffiti is located on transportation infrastructure; and

(2) the removal of the graffiti would create a hazard for the person performing the removal.

Sec. 18-86. Entry onto private property.

—(a) After receipt of notice required by section 18-85, a private property owner maintains a public nuisance if he:

- (1) Fails to remove graffiti himself within the time limits imposed in section 18-85; and
- (2) Refuses to consent to removal of graffiti by the city.

—(b) The director may enter upon private property to abate the public nuisance pursuant to the provisions of this article. No person shall obstruct, impede, or interfere with any officer, employee, contractor or authorized representative of the city whenever said person is engaged in the work of abatement, pursuant to the provisions of this article, or is performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this article.

Sec. 18-87. Failure to abate graffiti.

If the graffiti is not removed by the owner within fifteen (15) calendar days after the date the notice is received, the city may, without further notice, make entry upon the property and remove the graffiti. Painting or repair of the structure, building or surface shall be limited to the area where the graffiti or other inscribed material is located. No person shall obstruct, impede, or interfere with any officer, employee, contractor or authorized representative of the city whenever said person is engaged in the work of abatement, pursuant to the provisions of this article, or is performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this article.

Sec. 18-88. Assessment of expenses and filing of liens.

(a) The city may assess the expenses of removal incurred by the city for the abatement of graffiti pursuant to section 18-87 against the real property on which the graffiti abatement was completed.

(b) To obtain a lien against the property for expenses incurred under section 18-87, the city must file a statement of expenses with the county clerk for Bell County. The statement of expenses must contain:

- (1) the name of the property owner, if known;
- (2) the legal description of the property; and
- (3) the amount of the expenses incurred under section 18-87.

(c) A lien described in subsection (b) above attaches to the property on the date on which the statement of expenses is filed in the real property records of Bell County and is subordinate to:

- (1) any previously recorded liens; and

(2) the rights of a purchaser or lender for value who acquire an interest in the property subject to the lien before the statement of expenses is filed.

~~Sec. 18-87.~~ Sec. 18-89. Performance of abatement.

* * *

~~Sec. 18-88.~~ Sec. 18-90. Civil remedies available.

* * *

~~Sec. 18-89.~~ Sec. 18-91. Prohibition of certain pressurized paint container sales or purchases.

* * *

~~Sec. 18-90.~~ Sec. 18-92. Possession of pressurized paint containers.

* * *

~~Sec. 18-91.~~ Sec. 18-93. Possession of pressurized paint containers in public parks and buildings.

* * *

~~Sec. 18-92.~~ Sec. 18-94. Store display.

* * *

~~Sec. 18-93.~~ Sec. 18-95. Penalty.

* * *

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

SECTION III: That should any section or part of any section or paragraph of the 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 upon publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this _____ day of _____, 20____, 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

Daniel A. Corbin, MAYOR

ATTEST:

APPROVED AS TO FORM

Paula A. Miller
CITY SECRETARY


Kathryn H. Davis
CITY ATTORNEY

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

**CONSIDER AN ORDINANCE AMENDING
CHAPTER 18 OF THE CODE OF ORDINANCES
OF THE CITY OF KILLEEN; ARTICLE V, JUNK
VEHICLES, SECTION 18-53, EXCEPTION.**

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

BACKGROUND INFORMATION

The City Council gave staff direction to prepare ordinances for improving the City's appearance.

DISCUSSION/CONCLUSION

The main purpose of the proposed amendments is to screen junked vehicles at repair shops while such vehicles are waiting to be repaired. The attached proposed ordinance is a part of our ongoing effort to improve all our ordinances.

FISCAL IMPACT

Amendment of this ordinance will not create a fiscal impact to the City.

RECOMMENDATION

Staff recommends amending Chapter 18, Section 18-53 as presented.

AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; ARTICLE V, JUNK VEHICLES, SECTION 18-53, EXCEPTION; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City of Killeen has declared the application and enforcement of the City's nuisances regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and

WHEREAS, the City Council desires to create regulations that will help improve the quality of life and the appearance of the city; and,

WHEREAS, the City Council desires to amend nuisances regulations to improve the appearance of the city; and,

WHEREAS, the City Council finds that such amendments are necessary and will provide consistent and even application of regulations to all applicants.

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

SECTION I. That Chapter 18, Article V, Junk Vehicles, Section 18-53 is hereby created to read as follows:

Sec. 18-53. Exception.

The following are exempt from the provisions of this article:

A. A vehicle that is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or

B. A vehicle or vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer, vehicle repair shop or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle and the outdoor storage area are:

1. maintained in an orderly manner;
2. ~~that do not constitute~~ a health hazard; and

3. ~~are screened from ordinary public view by appropriate means, including a fence, existing trees or shrubbery; and~~
4. not parked in fire lanes, maneuvering areas or parking spaces required in Chapter 31, Division 3 for Off-Street Parking.

~~C. — A motor vehicle designed or altered for competitive racing, used for hunting or used for off-road activities that is stored on private property for not more than thirty (30) days; except, however, only one such vehicle is allowed on the property at any one time.~~

(Ord. No. 00-78, § I, 10-24-00; Ord. No. 06-36, § I, 3-28-06)

State law reference—Inapplicability of subchapter, V.C.T.A. Transportation Code, Subchapter E, § 683.077.

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 _____ day of _____, 2013, 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

Daniel A. Corbin, MAYOR

ATTEST:

APPROVED AS TO FORM:

Paula A. Miller, CITY SECRETARY



Kathryn H. Davis, CITY ATTORNEY