



City of Killeen

Agenda

City Council Workshop

Tuesday, January 17, 2017

5:00 PM

Utility Collections
Conference Room
210 West Avenue C
Killeen, Texas 76541

Items for Discussion at Workshop

- [DS-17-010](#) Discuss Agenda Items for the Regular City Council Meeting of January 24, 2017
- [DS-17-011](#) Introduction of New City Auditor
- [DS-17-012](#) Briefing - MUD Update
- [DS-17-013](#) Discuss Rancier Corridor Revitalization
- [DS-17-014](#) Discuss City Council Chambers Concept
- [DS-17-015](#) Discuss Creation of Committees:
 - Transportation Committee
 - Water/Sewer/Drainage Committee
 - Downtown Development Committee
- [DS-17-016](#) Discuss Sale of Real Property in the Vicinity of WS Young Drive/Little Nolan Road, and Buckley Drive/Camilla Road
- [DS-17-017](#) Discuss Status of City Manager Search

Items for Regular City Council Meeting of January 24, 2017

Minutes

- [MN-17-002](#) Consider Minutes of Regular City Council Meeting of January 10, 2017.

Attachments: [Minutes](#)
[Okray Statement for Record](#)

Resolutions

- [RS-17-005](#) Consider a memorandum/resolution authorizing the procurement of pistol, rifle, and shotgun ammunition for the Police Department.

Attachments: [Council Memorandum](#)
[TXSmartBuy Procurement](#)
[Certificate of Interested Parties](#)

Ordinances

[OR-16-025](#) Consider an ordinance granting an electric franchise to Bartlett Electric Cooperative, Inc. (3rd of 3 Readings)

Attachments: [Council Memorandum](#)
[Ordinance](#)

[OR-17-004](#) Consider an ordinance amending Chapter 19, Article II of the Code of Ordinances as it pertains to providing for the enforcement of dog park rules at dog parks throughout the community.

Attachments: [Council Memorandum](#)
[Ordinance](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on January 13, 2017.

Dianna Barker, City Secretary

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

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

Notice of Meetings

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

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: DS-17-010 **Version:** 1 **Name:** Discuss Agenda Items
Type: Discussion Items **Status:** Discussion Items
File created: 1/9/2017 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Discuss Agenda Items for the Regular City Council Meeting of January 24, 2017
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-011 **Version:** 1 **Name:** Introduction of New City Auditor
Type: Discussion Items **Status:** Discussion Items
File created: 12/1/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Introduction of New City Auditor
Sponsors: City Auditor
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-012 **Version:** 1 **Name:** Briefing - MUD Update
Type: Discussion Items **Status:** Discussion Items
File created: 11/18/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Briefing - MUD Update
Sponsors: Public Works Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-013 **Version:** 1 **Name:** Discuss Rancier Corridor Revitalization
Type: Discussion Items **Status:** Discussion Items
File created: 11/18/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Discuss Rancier Corridor Revitalization
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-014 **Version:** 1 **Name:** Discuss City Council Chambers Concept
Type: Discussion Items **Status:** Discussion Items
File created: 12/14/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Discuss City Council Chambers Concept
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-015 **Version:** 1 **Name:** Discuss Creation of Committees
Type: Discussion Items **Status:** Discussion Items
File created: 1/4/2017 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Discuss Creation of Committees:
 · Transportation Committee
 · Water/Sewer/Drainage Committee
 · Downtown Development Committee
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-016 **Version:** 1 **Name:** Discuss Sale of Real Property
Type: Discussion Items **Status:** Discussion Items
File created: 1/9/2017 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Discuss Sale of Real Property in the Vicinity of WS Young Drive/Little Nolan Road, and Buckley Drive/Camilla Road
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: DS-17-017 **Version:** 1 **Name:** Discuss Status of City Manager Search
Type: Discussion Items **Status:** Discussion Items
File created: 12/13/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Discuss Status of City Manager Search
Sponsors: City Manager Department, Human Resources Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: MN-17-002 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of January 10, 2017
Type: Minutes **Status:** Minutes
File created: 1/9/2017 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of January 10, 2017.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Statement for Record](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
Regular City Council Meeting
Killeen City Hall
January 10, 2017 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

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

Also attending were Interim City Manager Dennis M. Baldwin, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Cole.

Mr. Jones gave the invocation, and Bradley and Alton Lane led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro-Tem Moore to approve the agenda pulling PH-16-048B. Motion seconded by Councilmember Rivera. The motion carried unanimously.

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the December 13th Regular City Council Meeting. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Resolutions

RS-17-001 Consider a memorandum/resolution authorizing the execution of Change Order No. 11 to McLean Construction, Inc. for the Trimmier Road Widening Project.

Staff comments: David Olson

This change order is recommended due to regulation changes requiring pedestrian push buttons and pole locations and the necessity of additional conduit to remove hazardous splicing beneath the roadway. City staff recommends the City Council authorize the City Manager to execute Change Order No. 11 with McLean Construction, Inc., increasing the cost of the contract by \$97,905.10.

Motion was made by Councilmember Kilpatrick to approve RS-17-001. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

RS-17-002 Consider a memorandum/resolution authorizing the purchase of uniforms for the Killeen Fire Department for fiscal year 2016-2017.

Staff comments: Chief Brank

The Fire Department is requesting authority to purchase uniforms from Miller Uniforms and Emblems, Inc. in an amount exceeding the \$50,000 threshold. The uniforms purchased are necessary to ensure all emergency service personnel are readily identifiable to the public as well as to maintain the professional appearance of KFD personnel. The anticipated purchase amount for uniforms is \$100,000. The city staff recommends that the city manager be authorized to execute the purchase of uniforms from Miller Uniforms and Emblems, Inc. through the remainder of its BuyBoard Cooperative Contract expiring March 31, 2017.

Motion was made by Councilmember Rivera to approve RS-17-002. Motion was seconded by Councilmember Johnson. Motion carried unanimously.

RS-17-003 Consider a memorandum/resolution for the purchase of portable radios and mobile/vehicle mount units for the Fire Department.

Staff comments: Chief Brank

Approximately 70% of the Killeen Fire Department's portable and mobile radios have reached the end of life and are no longer being produced nor do they have available parts for repair. The Killeen Fire Department is requesting to purchase 70 portable radios and 2 mobile/vehicle mount units from Daily-Wells Communications, who is the sole source provider of the Harris Radio Corporation. The purchase price of \$179,938.22 for the purchase of 70 portable radios and two (2) mobile/vehicle mount units from Daily-Wells Communications is available in the 2016-2017 budget. The city staff recommends that the city manager be authorized to execute the purchase of 70 portable radios and two (2) mobile/vehicle mount units from Daily-Wells Communications, and that he is further authorized to execute any and all change orders authorized by law.

Motion was made by Mayor Pro-Tem Moore to approve RS-17-003. Motion was seconded by Councilmember Young. Motion carried unanimously.

RS-17-004 Consider a memorandum/resolution adopting State Legislative Principles for the 85th Texas Legislative Session.

Staff comments: Hilary Shine

A list of State Legislative Principles has been developed to guide the City's efforts in the 85th Session. It enumerates positions of support and opposition that can be applied to proposed legislation. Adoption of State Legislative Principles will establish a framework for staff, elected officials and lobbyists to utilize in efforts in the 85th Texas Legislative Session. Staff recommends adoption of the resolution to establish State Legislative Principles for the 85th Texas Legislative Session.

Councilmember Okray submitted a statement for record. See attached.

Motion was made by Councilmember Young to approve RS-17-004. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

Ordinances

OR-16-025 Consider an ordinance granting an electric franchise to Bartlett Electric Cooperative, Inc. (2nd of 3 Readings)

The City Secretary read the caption of the ordinance.

AN ORDINANCE GRANTING AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE TO BARTLETT ELECTRIC COOPERATIVE, INC.; PROVIDING FOR A FEE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES

Staff comments: Traci Briggs

Bartlett Electric Cooperative, Inc. ("Bartlett") serves areas in the southern portions of the City that became part of the City through annexation. City staff has negotiated with Bartlett representatives to prepare the proposed franchise. The fee received by the City will be four percent (4%) of the gross receipts from the sale of electricity within the City limits, with

payments made annually. The City Charter requires three (3) readings of a franchise ordinance. The three readings will be December 13, 2017; January 10, 2017; and January 24, 2017. It is proposed that this ordinance be effective March 25, 2017. Staff recommends the City Council approve the proposed franchise ordinance.

Motion was made by Councilmember Rivera to approve the second reading of OR-16-025. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

OR-17-001 Consider an ordinance ordering a general election to be held on May 6, 2017 to elect a District Council Member for each District.

The City Secretary read the caption of the ordinance.

AN ORDINANCE ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR EACH OF THE 4 DISTRICTS; PROVIDING FOR THE FILING OF WRITTEN APPLICATION TO HAVE THEIR NAMES PRINTED ON THE OFFICIAL BALLOT; SPECIFYING THAT THE PROVISIONS OF THE GENERAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; PROVIDING FOR COMPENSATION; DESIGNATING THE POLLING PLACES, AND PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION AND CONTAINING MISCELLANEOUS PROVISIONS.

Staff comments: Kathy Davis

An ordinance has been prepared calling the election for the purpose of electing a Council Member for each of the 4 Districts and designating the polling places and times. There are 3 polling place changes. For early voting, Gilmore Senior Center to Killeen Community Center, and for Election Day, Haynes Elementary to Fowler Elementary and Transforming Life to Fire Station #1. The estimated cost to conduct this election is \$58,000.00. There will be cost-saving if KISD participates in a joint election with the city.

Staff recommends adoption of the proposed ordinance.

Motion was made by Councilmember Johnson to approve OR-17-001. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

OR-17-002 Consider an ordinance to amend the number of authorized Fire Rescue Officer and Fire Captain civil service positions for the Killeen Fire Department.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF KILLEEN, TEXAS, TO AUTHORIZE THE NUMBER OF FIRE RESCUE OFFICER AND FIRE CAPTAIN CIVIL SERVICE POSITION IN THE KILLEEN FIRE DEPARTMENT TO COMPLY WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE §143.021; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Staff comments: Eva Bark

Fire Station 9 is scheduled to open January 2017, and the staffing requirement of Captains will be three (3) EMS Captains, three (3) Station Captains and one (1) Fire Prevention Captain, a total of seven (7). Human Resources is requesting to reclassify seven (7) current Fire and Rescue Officer authorizations to seven (7) Fire Captain authorizations. The estimated salary and benefit cost to reclassify seven (7) Fire and Rescue Officers to seven

(7) Fire Captains is \$65,365.49. Staff recommends the adoption of the proposed ordinance changing the nature, not the total number, of civil service positions, eliminating seven (7) entry-level, full-time Fire and Rescue Officer positions and adding seven (7) Fire Captain positions.

Motion was made by Councilmember Fleming to approve OR-17-002. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

Public Hearings

PULLED FROM CONSIDERATION

PH-16-048B HOLD a public hearing and consider an ordinance amending the FY2017 Annual Budget and Plan of Municipal Services of the City of Killeen to increase an expense account for an emergency environmental response.

PH-17-001 HOLD a public hearing and consider an ordinance requested by John and Kimberly Anne Jones-Greenwalt (Case# Z16-23) to rezone approximately three (3) acres out of the J.S. Wilder Survey, Abstract No. 780, from “R-1” (Single-Family Residential District) to “A” (Agricultural District). The property is located at 2707 Polk Street, Killeen, Texas.

The City Secretary read the caption of the ordinance.

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

Staff comments: Tony McIlwain

The requestor is making the request so that they can keep a pot-belly pig for a pet. The staff notified nine surrounding property owners regarding this request. Staff has received no protests. The Planning & Zoning Commission recommended approval by a vote of 8 to 0 for the applicant’s zoning request.

Mayor Segarra opened the public hearing.

Steven Dunhem - spoke in favor of request.

With no one else appearing the public hearing was closed.

Motion was made by Councilmember Rivera to approve PH-17-001. Motion was seconded by Councilmember Okray. Motion carried unanimously.

Adjournment

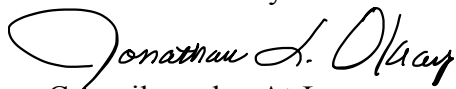
With no further business, upon motion being made by Councilmember Okray, seconded by Councilmember Rivera, and unanimously approved, the meeting was adjourned at 5:31 p.m.

MEMORANDUM FOR RECORD
RS-17-004, 01-10-17

I support adoption of the Legislative Principles, the fixed rule of operation that leaves no room for question, discussion, or debate. I believe this resolution is an initial action of the council in comparison to previous councils' receipt of informative briefs regarding State Legislature initiatives. I believe this resolution is suitable in establishing and measuring the performance of The Schlueter Group.

The State Legislature will have at its disposal \$104.87 billion in the biennium that commenced today. However, the State Comptroller has identified a 2.7 percent fund decrease. I request that council receive an update on the Legislative Principles after the Calendar Committee convenes. I believe the update will provide council a greater and much narrow scope of the bills submitted compared to those placed on the legislative calendar, and should provide a contrast of the bills that support and align bills with the Legislative Principles.

Jonathan L. Okray

A handwritten signature in cursive script that reads "Jonathan L. Okray". The signature is written in black ink and is positioned to the left of the printed name.

Councilmember At-Large



City of Killeen

Legislation Details

File #: RS-17-005 **Version:** 1 **Name:** Police Ammunition 2017
Type: Resolution **Status:** Resolutions
File created: 12/15/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Consider a memorandum/resolution authorizing the procurement of pistol, rifle, and shotgun ammunition for the Police Department.
Sponsors: Police Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[TXSmartBuy Procurement](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

PROCUREMENT OF AMMUNITION FOR THE POLICE DEPARTMENT

ORIGINATING DEPARTMENT

POLICE DEPARTMENT

BACKGROUND INFORMATION

The Killeen Police Department utilizes ammunition for duty and training purposes. Ammunition is a consumable item and is replaced as necessary to support the Police Department's mission and training requirements. Ammunition to be purchased will include rifle, pistol, and shotgun ammunition for both practice and duty use. Expenditures for ammunition this year will exceed \$50,000 but are not projected to exceed \$148,898.

DISCUSSION/CONCLUSION

The City of Killeen is a member of eight (8) purchasing cooperatives that are in compliance with Texas Local Government Code section 271.102. Cooperative purchasing allows a group of buyers with a common interest to pool their buying power in order to negotiate a more favorable pricing on goods and services. Cooperatives are also known as group purchasing organizations or purchasing consortiums. They enable member organizations to aggregate volume of specific commodities, and in doing so, achieve better pricing than they could have on their own. Procurement of ammunition will be through the Texas Buy Board # 432-13 and Texas State Contract # 680-A1, based on availability. Purchasing through the Texas BuyBoard and Texas State Contract (TXSmartBuy) satisfies the competitive procure requirement.

FISCAL IMPACT

Funding of \$148,898 in the 010-6000-441.41-63 account was approved for the purchase of ammunition in the FY 16-17 budget. Of the original amount budgeted, \$65,142 remains unencumbered. The combined cost of these purchases will not exceed \$65,142 and, therefore, will not exceed remaining unencumbered funds.

RECOMMENDATION

The Staff recommends the acquisition of police ammunition acquired from GT Distributors through Texas State Contract and State Buy Board of up to \$65,142, and that the City Manager or designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.

TXSmartBuy.

- P9HST1: Federal Premium: Ammunition Duty, Federal Cartridge 9mm Luger (9X19mm) 124 Gr. HST. Hollow Point Premium Pistol. 50 Ct Box/1000 Rounds Per Case.
- Contract [680-A1](#)
- Manufacturer Part # P9HST1
- Contractor GT Distributors Inc
- Price **\$302.09**
- UOM CASE Min. Order Qty: 1

TXSmartBuy.

- AE9FP Federal Premium: Ammunition, Training, Federal Cartridge 9mm, Luger (9X19mm), 147 Grain, Full Metal Jacket. American Eagle Centerfire Pistol. 50 Ct Box/1000 Rounds Per Case.
- Contract [680-A1](#)
- Manufacturer Part # AE9FP
- Contractor GT Distributors Inc
- Price **\$214.52**
- UOM CASE Min. Order Qty: 1

TXSmartBuy.

- XM193 Federal Premium: Ammunition, Training, Federal Cartridge 5.56 X 45mm, 55 Gr, Full Metal Jacket Boat Tail, Muzzle Velocity Min. 3200 Fps, Muzzle Energy Min. 1280 Ftlb, 500 Rds/Cs.
- Contract [680-A1](#)
- Manufacturer Part # XM193
- Contractor GT Distributors Inc
- Price **\$162.34**
- UOM CASE Min. Order Qty: 1

TXSmartBuy.

- LEF127RS: Federal Premium: Ammunition Shotgun, Federal Cartridge/CCI 12 Ga, 2-3/4" Max, 1 Ounce Slug. Tactical Rifled Slugs. 5 Ct Box/250 Rounds Per Case.
- Contract [680-A1](#)
- Manufacturer Part # LEF127RS
- Contractor GT Distributors Inc
- Price **\$140.97**
- UOM CASE Min. Order Qty: 1

TXSmartBuy.

- LE12700: Federal Premium: Ammunition Shotgun, Federal Cartridge/CCI 12 Gauge, 2-3/4" Max, 9 Plts - 00 Buck. Tactical Buckshot. 5 Ct Box/250 Rounds Per Case.
- Contract [680-A1](#)
- Manufacturer Part # LE12700
- Contractor GT Distributors Inc
- Price **\$134.26**
- UOM CASE Min. Order Qty: 1

Buy Board

- Speer 2446: Ammunition, CCI Gold Dot Soft Point, .223 X 45mm, 55 Gr, Muzzle Velocity Min. 3200 Fps, Muzzle Energy Min. 1280 Ftlb, 500 Rds/Cs.
- Contractor GT Distributors Inc
- Price **\$338.40** per case

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

GT DISTRIBUTORS, INC
AUSTIN, TX United States

Certificate Number:
2016-147359

Date Filed:
12/16/2016

Date Acknowledged:

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

CITY OF KILLEEN

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

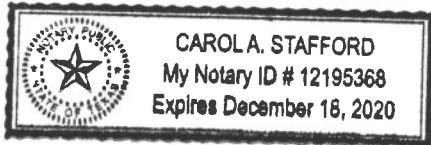
2017
AMMUNITION

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ALEXIS M. HOSTETTER, this the 16th day of DECEMBER, 2016, to certify which, witness my hand and seal of office.

Carol A. Stafford Carol A. Stafford Accounting
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Killeen

Legislation Details

File #: OR-16-025 **Version:** 1 **Name:** Bartlett Franchise
Type: Ordinance **Status:** Ordinances
File created: 11/21/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Consider an ordinance granting an electric franchise to Bartlett Electric Cooperative, Inc. (3rd of 3 Readings)
Sponsors: City Attorney Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
1/10/2017	1	City Council		
1/3/2017	1	City Council Workshop		
12/13/2016	1	City Council		
12/6/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

An ordinance granting an electric franchise to Bartlett Electric Cooperative, Inc.

ORIGINATING DEPARTMENT

City Attorney

BACKGROUND INFORMATION

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

Bartlett Electric Cooperative, Inc. ("Bartlett") serves areas in the southern portions of the City that became part of the City through annexation. Bartlett has not previously had a franchise with the City. Some portions of Bartlett's service area are also served by Oncor.

DISCUSSION/CONCLUSION

City staff has negotiated with Bartlett representatives to prepare the proposed franchise. The fee received by the City will be four percent (4%) of the gross receipts from the sale of electricity within the City limits, with payments made annually. Bartlett will add these fees to the bills of its customers, similar to the manner used by other franchisees to collect franchise fees. A conservative estimate of the annual fees to be collected is \$20,000.00.

The franchise term is proposed to expire on June 20, 2031, to match the City's other franchises. There is an automatic renewal term of three (3) months if not cancelled sixty (60) days before expiration.

The City Charter requires three (3) readings of a franchise ordinance, and the last reading must be not less than 30 days from the first. The three readings will be December 13, 2016; January 10, 2017; and January 24, 2017. A franchise does not take effect until 60 days after passage. It is proposed that this ordinance be effective March 25, 2017.

FISCAL IMPACT

As this is a new franchise, staff is unable to provide historical data. According to preliminary estimates, the annual fee paid by Bartlett is anticipated to be approximately \$20,000.00.

RECOMMENDATION

Recommend the City Council approve the proposed franchise ordinance.

AN ORDINANCE GRANTING AN ELECTRIC LIGHT, HEAT AND POWER FRANCHISE TO BARTLETT ELECTRIC COOPERATIVE, INC.; PROVIDING FOR A FEE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES

WHEREAS, Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation (“Grantee”), is in the business of supplying electricity for light, heat, power and other purposes, and has applied pursuant to Article XI of the City of Killeen’s Charter, Local Government Code Chapter 282, and Chapter 33 of the Texas Utilities Code for consent of the City of Killeen, Texas (“City”) to make use of its public ways for the purpose of providing such service within the City; and

WHEREAS, it is hereby found and determined by the City Council that it is in the best interests of the City that such consent be granted, subject to the terms and conditions provided herein; and

WHEREAS, the meeting at which this ordinance was passed was open to the public, and notice of the time, place and purpose of said meeting was given as required by law, all in strict accordance with the requirements of the Texas Open Meetings Act;

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

SECTION 1: *Findings.* The City Council officially finds and declares that the facts and recitations set forth in the preamble to this ordinance are true and correct.

SECTION 2: *Grant.* Subject to the provisions of the City’s Code of Ordinances, as such may be amended from time to time, Grantee is hereby granted the right, privilege and franchise to construct, maintain, and operate in the present and future streets, alleys and public ways (“Public Rights-of-Way”) of the City of Killeen, Texas (including, to the extent allowed by law, any area subsequently annexed into the City during the term of this franchise), electric, light and power lines, with all necessary or desirable appurtenances (including underground conduit poles, wires, transmission lines and other structures and telephone wires for its own use) (the “System”) for the purpose of supplying electricity to the said City, the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power and other purposes. This franchise does not confer upon Grantee the right, privilege or authority to provide data delivery service, cable television service, or telephone service, or to engage in any other business within the City other than the transmission and distribution of electric power as herein provided.

SECTION 3: *Term.* This franchise shall become effective upon the later of its passage and publication pursuant to the City’s Charter, and Grantee’s written acceptance as provided below, and unless sooner terminated as herein provided shall expire on June 30, 2031; provided that, unless either the City or Grantee gives written notice not less than sixty (60) days before the expiration of the term, the franchise shall be automatically renewed for an additional period of three (3) months from such expiration date, and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 4: *Non-Exclusivity.* This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights and privileges to any other person, firm or corporation, provided that such grant does not unreasonably interfere with the rights granted herein.

SECTION 5: *Rights Reserved.*

- A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater, voice, video, data and other pipelines, cable, and conduits or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, through or under Public Rights-of-Way occupied by Grantee. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, water or wastewater pipes, gas lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Grantee shall relocate its facilities at Grantee's expense, to the extent provided by Section 37.101(c) of the Texas Utilities Code, or successor or similar legislation, as amended. When Grantee is required by City to remove or relocate its poles, towers, conduits, cables and other facilities to accommodate public right-of-way improvements, and Grantee is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation and such reimbursement is required to be handled through City, Grantee's costs and expenses shall be included in any application by City for reimbursement, if Grantee submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to City. In the event of a conflict between this Franchise and an ordinance of the City addressing Public Rights-of-Way management, this Franchise shall control.
- B. If Grantee has spare ducts in its underground conduits or space on any of its poles not then necessary in the conduct of its business, it may permit the City to use one such duct in each conduit or reasonable communications space on poles, or both, for the City's police and fire alarm wires, traffic control wire or cable, fiber optic lines connecting City facilities or other similar, appropriate non-commercial, governmental use, and the City shall execute an attachment agreement with Grantee and pay Grantee a fair rental therefore. Upon notice by Grantee that such facilities have or will become necessary in the conduct of its business, the City shall cease its use of such facilities within ninety (90) days of such notice.
- C. If City abandons any public rights-of-way in which Grantee has facilities, such abandonment shall be conditioned on Grantee's right to maintain its use of the former public rights-of-way and on the obligation of the party to whom the public rights-of-way are abandoned to reimburse Grantee for all removal or relocation expenses if Grantee agrees to the removal or relocation of its facilities following abandonment of the public rights-of-way. If the party to whom the public rights-of-way are abandoned requests the Grantee to remove or relocate its facilities and Grantee agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another public right-of-way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.
- D. If the City requires the Grantee to adapt or conform its facilities, or in any manner to alter, relocate or change its property to enable any entity other than the City to use, or use with greater convenience, said public rights-of-way, the Grantee shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse the Grantee for any costs, loss or expense which will be caused by, or arises out of such change, alteration or relocation of Grantee's property or facilities.

- E. Grantee retains all of its lawful authority and rights under the Public Utility Regulatory Act (“PURA”) and any other applicable laws, rules and regulations.

SECTION 6: *Service Standard.* Service furnished hereunder to the City and its inhabitants shall be first class in all respects considering all circumstances, and shall be subject to such reasonable rules and regulations as the City may make from time to time. Grantee shall at all times comply with all applicable laws and regulations, and shall at its sole expense maintain all licenses, permits and certifications necessary or appropriate for the exercise of its rights hereunder. However, this Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, or other state and federal law, rules or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party’s right to contest, appeal or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Grantee believes are contrary to any federal, state or local law, rules or regulations.

SECTION 7: *Installation and Maintenance.* All of Grantee’s poles, conduits, structures and other appurtenances shall be erected and maintained in good order and condition, and so as not to unreasonably interfere with traffic over Public Rights-of-Way, or present a danger to life or property. Grantee shall promptly restore any Public Rights-of-Way to at least the same condition as existed prior to any damage caused by the exercise of Grantee’s rights hereunder. Grantee shall obtain a permit from the City Manager or designee in compliance with the City’s Streets, Sidewalks and Miscellaneous Public Places Ordinance Sec. 25-52 prior to installation of any new facilities. If a permit is not issued by the City to Grantee within one (1) week of Grantee’s application for such permit, then the permit shall be deemed granted. The location of all poles, conduits, and other structures shall be subject to approval of the City’s Public Works Director, but not so as to unreasonably interfere with the proper operation of said lines. An approval by such Director, or any other agent of the City, of any part of Grantee’s performance shall not be construed to waive compliance with this franchise or to establish a standard of performance other than required by this franchise or by law. Pursuant to the City’s Streets, Sidewalks and Miscellaneous Public Places Ordinance Sec. 25-52, Grantee shall provide the Public Works Director once each calendar month electronic “as-built” files depicting new infrastructure installed in the City limits or its extraterritorial jurisdiction, and a report giving the location of each utility pole which Grantee has set in the right-of-way of any and all streets and alleys in the City during the preceding calendar month. In addition, each January Grantee shall provide the Public Works Director updated electronic files reflecting Grantee’s current infrastructure location maps. All electronic files shall be in PDF or other format reasonably acceptable to the City.

SECTION 8: *Tree Pruning.* Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the Public Rights-of-Way, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment.

SECTION 9: *Books and Records.* During the term of this franchise and for a minimum of two years thereafter, Grantee shall keep and maintain comprehensive records, accounts, and financial and operating reports in a manner that will allow the City to verify Grantee’s compliance with the terms of this franchise. The Finance Director shall, upon 15 days’ advance notice, have the right to inspect such records. In the event such Director determines that Grantee has not complied with any term or condition of this franchise, the Director shall have the right to use those records in any manner necessary to resolve Grantee’s noncompliance. If Grantee provides confidential or proprietary information to the City under this or any other provision of this franchise, Grantee shall be solely responsible for identifying such information with markings calculated to bring the City’s attention to the proprietary or confidential nature of the

information. The City agrees to maintain the confidentiality of any non-public information obtained from Grantee so designated to the extent allowed by law. City shall not be liable to Grantee for the release of any information the City is required to release by law, or that the City, after consultation with legal counsel, in good faith believes it is required by law to release. City shall endeavor to: (i) provide notice to Grantee of any request for release of information marked by Grantee as proprietary or confidential prior to releasing the information so as to allow Grantee adequate time to pursue available remedies for protection; and (ii) provide Grantee with a copy of any request the City submits to the Texas Attorney General seeking an opinion on the disclosure of such information.

SECTION 10: *Franchise Fees.* In consideration of the privilege and license granted by the City, Grantee agrees to pay and City agrees to accept franchise fees paid on an annual basis. Franchise fees shall be calculated as four percent (4%) of the gross receipts from the sale of electricity within the City limits for the calendar year January to December, in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general and special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements. The franchise fees hereunder shall be payable on or before the thirty first (31st) day of January following the year for which payment is made, beginning with the first such date following the Effective Date of this Franchise. However, the first such payment shall be prorated as necessary to reflect only those gross receipts received by the Grantee after the Effective Date of this Franchise. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date. At the time such payment is delivered, Grantee shall file with the City a sworn report containing a detailed accounting of the calculated fee, together with such additional information as the City may reasonably require.

SECTION 11: *Late Fees; Audit Fees.* Grantee shall pay a late penalty calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas ("PUC") in accordance with Texas Utilities Code Section 183.003 as amended, for the time period involved on franchise fee payments (or portions thereof) that are not timely received by the City. In addition, if the results of any audit indicate Grantee underpaid the franchise fee by more than five percent (5%), then Grantee shall pay the reasonable costs of the audit.

SECTION 12: *No Waiver.* No acceptance of payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this franchise or for the performance of any other obligation hereunder. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded or offset against the next payment due from Grantee. Waiver of the City's rights hereunder may only be effected by a written instrument approved by the City Council. The provisions of this Section will survive termination or expiration of this franchise.

SECTION 13: *Insurance.* Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City a certificate of insurance evidencing General Liability Insurance which covers claims for bodily injury, property damage and death. Such insurance shall have minimum limits of \$1,000,000 per occurrence and be written by insurance companies authorized to do business in Texas and having a minimum A.M. Best rating of "A" Class "VII." All insurance contracts and certificates of insurance will: (i) name the City as an "additional named insured;" (ii) state that coverage shall not be canceled, nonrenewed or materially changed except after 30 days written notice by certified mail to the City; (iii) waive subrogation against the City, its officers, employees

and elected representatives; and (iv) provide that such insurance is primary insurance with respect to the City, its officers, employees and elected representatives. Grantee shall continuously and without interruption maintain in force the insurance coverage and limits required by this Section.

SECTION 14: *Release and Indemnity.* The rights granted by this franchise shall not create any additional liability to the City. **GRANTEE HEREBY RELEASES AND DISCHARGES THE CITY FROM AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICERS, OFFICIALS, LEGAL REPRESENTATIVES, EMPLOYEES, INSURERS AND ASSIGNS (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY”) FROM ANY AND ALL FINES, DEMANDS, DAMAGES, INJURIES OR CLAIMS AND CAUSES OF ACTION ARISING BY REASON OF OR IN CONNECTION WITH: (i) THE ACTUAL OR ALLEGED ERRORS, INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS OF GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE TO PERFORM UNDER THIS FRANCHISE) RELATING TO THIS FRANCHISE; AND (ii) ANY ACTION OR FAILURE TO ACT BY GRANTEE (INCLUDING ITS OFFICERS, AGENTS, BONDING COMPANIES, EMPLOYEES AND ANY OTHER PARTY EMPLOYED OR CONTRACTED BY GRANTEE) TO PERFORM UNDER THIS FRANCHISE IN CONNECTION WITH THE SYSTEM OR THIS FRANCHISE. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE CITY AND GRANTEE, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE GRANTEE AND THE CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN THE CITY AND GRANTEE BASED UPON THE COMPARATIVE FAULT OF EACH.** This indemnity clause shall apply to Grantee whether Grantee is immune from liability or not. As to any matters arising under this indemnity provision for which Grantee has agreed to indemnify the City, Grantee shall have the right to select defense counsel, subject to City’s approval, which will not be unreasonably withheld. If Grantee fails to retain counsel within seven (7) business days of City’s written notice that City is invoking its right to indemnification under this franchise, City shall have the right to retain defense counsel on its own behalf, and Grantee shall be liable for all reasonable defense costs incurred by City, except as provided above as to joint and concurrent negligence or fault. Grantee’s liability under this indemnity clause is separate from its duties under the insurance provisions of this franchise. This section is solely for the benefit of the City and does not create or grant any rights, contractual or otherwise, to any other person or entity. The City and Grantee shall promptly advise each other in writing of any known claim or demand against Grantee or City related to or arising out of the Grantee’s activities in the Public Rights-of-Way. The obligations of this Section will survive the expiration or termination of this franchise.

SECTION 15: *Default and Remedies.* The City will give Grantee not less than 30 days’ written notice of any alleged default hereunder, provided that if the nature of the alleged default is such that the giving of such notice is impractical due to a threat of harm to life or property then the City shall give such notice as may be reasonable under the circumstances. If Grantee remains in default beyond any period provided for cure thereof, the City may terminate this franchise unless Grantee has commenced a cure and is diligently pursuing such cure. Termination is final upon the effective date of City Council adoption of an ordinance ratifying the termination. Upon any termination of this franchise, all amounts owed by Grantee to the City shall immediately become due and payable and Grantee’s obligation to pay such sums shall survive the termination of this franchise. Alternatively, the City, at its sole option

and discretion and without waiving such uncured default, may determine to: (i) maintain this franchise in full force and effect and file suit against Grantee for damages, specific performance, injunctive relief, or some combination thereof; (ii) or pursue such other remedies as may be available to the City at law or in equity, or both. The City's rights and remedies herein shall be in addition to, and not in limitation of, any other rights or remedies provided by law, in equity, or by administrative proceeding before the PUC, Federal Energy Regulatory Commission, or respective successor or similar governmental agencies.

SECTION 16: *Force Majeure.* Except as may be expressly provided otherwise, Grantee shall not be liable to the City for any failure of performance hereunder due to causes beyond Grantee's control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Grantee shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Grantee shall promptly notify the City of any delay in performance under this Section and such failure's effect on performance required under this franchise.

SECTION 17: *Successors and Assigns.* The rights granted by this franchise inure to the benefit of Grantee and any entity controlling, controlled by, or under common control with Grantee. Upon any assignment such related entity assumes all obligations of Grantee hereunder and is bound to the same extent as Grantee hereunder. Grantee shall give City written notice within sixty (60) days of any such assignment. However, this provision is subject to, and nothing contained herein shall be interpreted to prevail over the rights of any lender to Grantee, including, but not limited to, the United States of America, acting through the Rural Utilities Service and/or the National Rural Utilities Cooperative Finance Corporation or their successors, by virtue of 7 U.S.C. §907, or any successor thereto, as amended from time to time.

SECTION 18: *Entire Franchise; Amendment.* This ordinance sets forth the entirety of the franchise granted hereby, and no other understandings or agreements exist with regard to such matters. This ordinance supersedes all prior franchises granted to Grantee or its predecessors. This franchise may be amended only by an ordinance duly adopted by the City Council and accepted by Grantee.

SECTION 19: *Acceptance.* In order to accept this franchise, Grantee shall file its written acceptance within sixty (60) days after its passage and approval, and if it fails to do so this franchise shall automatically expire without necessity for any further action by the City Council.

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST:

Dianna Barker, City Secretary

Jose L. Segarra, Mayor

Kathryn H. Davis, City Attorney

Acceptance of Franchise

To the Honorable Mayor and City Council of the City of Killeen, Texas:

Bartlett Electric Cooperative, Inc., acting by and through the undersigned authorized officer, hereby accepts Ordinance No. _____ granting an electric light, heat and power franchise.

Bartlett Electric Cooperative, Inc.

By: _____

Bryan Lightfoot,
General Manager / CEO

Date: _____

ATTEST:

Secretary



City of Killeen

Legislation Details

File #: OR-17-004 **Version:** 1 **Name:** Dog Park Ordinance
Type: Ordinance **Status:** Ordinances
File created: 12/29/2016 **In control:** City Council Workshop
On agenda: 1/17/2017 **Final action:**
Title: Consider an ordinance amending Chapter 19, Article II of the Code of Ordinances as it pertains to providing for the enforcement of dog park rules at dog parks throughout the community.
Sponsors: Community Services Department
Indexes:
Code sections: Sec. 19-31. - Recreational activities
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Amend Chapter 19, Article II of the Code of Ordinances as it pertains to enforcement of dog park rules.

ORIGINATING DEPARTMENT

Community Services

BACKGROUND INFORMATION

Parks and Recreation opened the Mickey's Convenience Stores Dog Park in June of 2015. The dog park is governed by a set of rules put together by staff utilizing research of other municipalities and how they govern their dog parks. Parks and Recreation has received complaints regarding violators of the rules governing the dog park.

In consultation with the Police Department, staff was apprised of the need to amend the ordinance to allow the Police Department to have the authority to enforce rules of the park via ordinance. Legal also advised that the ordinance needed to be amended to provide for an exception for dogs to be allowed off leash within the dog park.

DISCUSSION/CONCLUSION

The attached ordinance adds dog park to the list of parks as outlined by ordinance, provides an exception for dogs to be off leash within the dog park, and makes it a violation for any visitor to the dog park to disregard / violate any signage posted in a park by city officials.

The proposed amendments to the ordinance will allow for the Police Department to enforce the rules of the park when calls are received by the department concerning violations at the dog park. The amendment also revises the ordinance by adding dog park to the list of parks as defined by city ordinance.

Staff is recommending that City Council amend the ordinance as presented to add dog park to the list of parks, allow for a provision to allow dogs off leash within confines of the dog park, and make it a violation to disregard official signage posted in a park.

FISCAL IMPACT

No fiscal impact is anticipated by this amendment.

RECOMMENDATION

Staff recommends City Council approve amending Chapter 19, Article II of the code of ordinances.

AN ORDINANCE AMENDING CHAPTER 19, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING SECTION 19-26 DEFINITIONS; AMENDING SECTION 19-31 RECREATIONAL ACTIVITIES; 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 seeks to regulate the parks under its control in the interest of health, safety and welfare of its residents; and

WHEREAS, park rules help ensure that all guests are able to enjoy the city's parks;

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

SECTION I. That Chapter 19, Article II is hereby amended as follows:

ARTICLE II. PARK RULES

Sec. 19-26. Definitions.

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

Park shall mean a park, playground, baseball field, beach, hike and bike trail, dog park or recreation center within the city, if owned or used by the city.

Sec. 19-31. Recreational activities.

It shall be unlawful for any person in a park to:

(8) (a) Bring, take, carry, or transport any animal to any public event, any sporting field such as, but not limited to, baseball, softball or soccer field, recreational centers, city sponsored outdoor concerts, or any organized sporting or recreational event that is held on a playing field. It is not a defense that the animal was restrained by a leash, chain, rope, cage, or any other means.

(b) Paragraph (a) above shall not apply to dogs or any other animals that are used as assistance animals.

(c) Animals are allowed in city parks that do not have a sporting or recreational field if the animal is under the complete control of the owner or caretaker by means of a leash, cord, chain, or other means.

(d) The restrictions of this subsection shall not apply to dogs within the fenced area of a dog park.

(14) Disregard any official signage posted in a park by city officials.

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 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 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, on this the 24th day of January, 2017, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et. seq.*

APPROVED:

Jose L. Segarra
MAYOR

APPROVED AS TO FORM:

ATTEST:

Kathryn H. Davis
CITY ATTORNEY

Dianna Barker
CITY SECRETARY